

Sutton County Commissioners Court

SPECIAL MEETING

Monday October 28, 2024 at 9:00 a.m.

Sutton County Courthouse, 102 N. Water St, Sonora TX 76950

Joseph Harris
County Judge

Lee Bloodworth
Commissioner
Precinct 1

Bob Brockman
Commissioner
Precinct 2

Carl Teaff
Commissioner
Precinct 3

Harold Martinez
Commissioner
Precinct 4

Members of the public may give comment before the Commissioners Court on any item on this agenda. Please note that members of the public may not communicate to the court about any other subject not specifically mentioned on this agenda. Members of the Commissioners Court cannot discuss, deliberate, or act on any item or topic not scheduled on this agenda in accordance with existing law.

BUSINESS

- 1 Determination of quorum and call to order
- 2 Invocation and Pledge of Allegiance
- 3 Public Comment

AGENDA

Receive reports of the following:

- 4 Community Supervision Corrections Department-Wendy Geaslin
- 5 Tax Assessor/Collector-Kathy Sanchez Marshall
- 6 County Commissioners
Lee Bloodworth, Precinct 1
Bob Brockman, Precinct 2
Carl Teaff, Precinct 3
Harold Martinez, Precinct 4
- 7 County Judge-Joseph Harris

Deliberate, Consider and take appropriate action regarding the following:

- 8 Accounts Payable-Maura Weingart
- 9 Treasurer's Report-Janell Martin
- 10 Civic Center fee waiver request for Sutton County Hospital District Christmas Party on December 16th – Joe Marshall
- 11 Approval of Memorandum of Understanding between Sutton County and Sutton County Civic Center to obligate all funds of the American Rescue Plan Act (ARPA)
- 12 Approval of Memorandum of Understanding between Sutton County and Sutton County Courthouse to obligate all funds of the American Rescue Plan Act (ARPA)
- 13 Approval of Memorandum of Understanding between Sutton County and Sutton County Truck Scale to obligate all funds of the American Rescue Plan Act (ARPA)
- 14 Approval of 2024 Sutton County Tax Roll
- 15 Courthouse elevator modification update-TK Elevator
- 16 Approval/denial of bid for purchase of #101538-General-Block W37, Lot W/2 of 4
- 17 Approval/denial of bid for purchase of #101538-FM&FC Block W37, Lot W/2 of 4
- 18 Approval/denial of bid for purchase of #R101033-General- Sinaloa, Block E, Lot 10 & 11, improvement only
- 19 Approval/denial of bid for purchase of #R101033-FM&FC- Sinaloa, Block E, Lot 10 & 11, improvement only

- 20 Clarification in reference to the approval procedure that the Commissioners Court requires when elected officials or department heads request the approval to terminate, add a new or renew an existing contract-Tammy Liska
- 21 Clarification and rebuttal in reference to the accusation made in Commissioners Court on October 15, 2024, that the "courthouse staff has been bought"-Tammy Liska
- 22 Request to reconsider the Commissioners Courts' previous motion made on October 15, 2024, to table the termination of the contract for the collection of delinquent court fines and fees (for the Sutton County Justice of the Peace) with McCreary, Veselka, Bragg and Allen, P.C. for six months-Tammy Liska
- 23 Request to reconsider the Commissioners Courts' previous motion made on October 15, 2024, to table the approval of the contingent fee contract with Perdue, Brandon, Fielder, Collins and Mott, LLP for six months-Tammy Liska
- 24 Approve a contingent fee contract with Perdue, Brandon, Fielder, Collins and Mott, LLP, pursuant to Article 103.001, Texas Code of Criminal Procedure, said, contract being for the collection of delinquent court fines and all fees owed to Sutton County notice of which is provided with the agenda in accordance with Section 2254.1036 of the Government Code. Documents were provided with previous request for approval prior to the 10/15/2024 meeting

EXECUTIVE SESSION

- Note 1 Texas Government code 551.071, Consultation with Attorney
- Note 2 Texas Government code 551.072, Real Property
- Note 3 Texas Government code 551.074, Personnel Matters
- Note 4 Texas Government code 551.076, Security
- Note 5 Texas Government code 551.087, Economic Development Negotiations
- Note 6 Texas Government code 551.089, IT Security

The County Commissioners Court of Sutton County reserves the right to adjourn into executive sessions at any time during this meeting to discuss any of the matters listed below. The Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the court announces that the item will be considered during Executive Session.

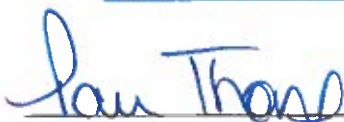
RECONVENE

- 25 Adjournment



JOSEPH HARRIS, County Judge

POSTED ON THE BULLETIN BOARD IN THE COURTHOUSE ANNEX BUILDING and the SUTTON COUNTY WEB PAGE www.co.sutton.tx.us this the 24th day of October 2024.



PAM THORP, County Clerk

COMMISSIONERS COURT SPECIAL MEETING

OCTOBER 28, 2024

GENERAL-

JODY HARRIS-	(CO JUDGE)- ANNUAL CONFERENCE TRAVEL EXPENSE	\$860.13	CK 30536
AFLAC-	EMPLOYEE ADDITIONAL INSURANCE	\$2,109.44	CK 30537
NATIONWIDE-	EMPLOYEE RETIREMENT	\$1,060.00	CK 30538
MASA-	EMPLOYEE MEDICAL TRANSPORTATION COVERAGE	\$2,548.00	CK 30539
NEW YORK LIFE-	EMPLOYEE ADDITIONAL LIFE INSURANCE	\$4,676.54	CK 30540
PRINCIPAL LIFE-	EMPLOYEE LIFE INSURANCE	\$1,076.87	CK 30541
AMERITAS-	EMPLOYEE VISION INSURANCE	\$876.88	CK 30542
T.A.C.-	EMPLOYEE MEDICAL & DENTAL INSURANCE	\$77,955.64	CK 30543
SUTTON CO PROBATION-	(CO/DIST CLERK)- AMENDED OVRPMT REFUND	\$8.00	CK 30544

FMFC-

ANGELO RADIATOR-	(FMFC)- REBUILD RADIATOR	\$508.40	CK 53050
DEERE CREDIT-	(FMFC)- OCT. SKID STEER PMT	\$2,080.57	CK 53052

TOTAL- \$93,760.47

-----ID-----
 POST DATE BANK CODE -----DESCRIPTION-----
 01-1 ONE TIME VENDOR
 GROSS P.O. #
 DISCOUNT G/L ACCOUNT
 -----ACCOUNT NAME----- DISTRIBUTION

I-202410211838 100.00
 10/16/2024 10 ALBERTO GUTIERREZ: FINE OVRPMT
 DUE: 10/28/2024 DISC: 10/28/2024
 ALBERTO GUTIERREZ: FINE OVRPMT
 10 5-455-4484 REIMBURSEMENT FOR FEES 100.00

==== VENDOR TOTALS ===

01-1037 APPLIED CONCEPTS, INC
 100.00

I-445516 105.21
 10/01/2024 10 SHF OFFC - RADAR
 DUE: 10/28/2024 DISC: 10/28/2024
 SHF OFFC - RADAR
 10 5-560-4220 RADAR 105.21

==== VENDOR TOTALS ===

01-1043 AT&T MOBILITY
 105.21

I-288084553X10092024 856.76
 10/01/2024 10 SHF OFFC - CELLPHONES SEPT
 DUE: 10/28/2024 DISC: 10/28/2024
 SHF OFFC - CELLPHONES SEPT
 10 5-560-4200 COMMUNICATION 856.76

I-294874126X10092024 48.34
 10/01/2024 10 CO JUDGE - CELLPHONE
 DUE: 10/28/2024 DISC: 10/28/2024
 CO JUDGE - CELLPHONE
 10 5-400-4200 COMMUNICATION 48.34

I-295434365X10092024 44.08
 10/01/2024 10 JP - WIRELESS SEPTEMBER
 DUE: 10/28/2024 DISC: 10/28/2024
 JP - WIRELESS SEPTEMBER
 10 5-455-4200 COMMUNICATION 44.08

I-295435468X10092024 29.61
 10/01/2024 10 AUDITOR - WIRELESS PHONE
 DUE: 10/28/2024 DISC: 10/28/2024
 AUDITOR - WIRELESS PHONE
 10 5-495-4200 COMMUNICATION 29.61

I-326365520X10092024 43.27
 10/01/2024 10 TAX ASSESS - CELLPHONE SEPT
 DUE: 10/28/2024 DISC: 10/28/2024
 TAX ASSESS - CELLPHONE SEPT
 10 5-499-4200 COMMUNICATION 43.27

I-333365810X10092024 43.27
 10/01/2024 10 CO/DIST CLERK - SEPT WIRELESS
 DUE: 10/28/2024 DISC: 10/28/2024
 CO/DIST CLERK - SEPT WIRELESS
 10 5-450-4200 COMMUNICATION 43.27

==== VENDOR TOTALS ===

1,065.33

-----ID-----
 POST DATE BANK CODE -----DESCRIPTION-----
 01-1048 BAKER & TAYLOR, INC. DISCOUNT P.O. # -----ACCOUNT NAME----- DISTRIBUTION

I-5019150838 10 LIBRARY - BOOKS 662.24 1099: N
 10/07/2024 DUE: 10/28/2024 DISC: 10/28/2024 10 5-650-5900 BOOKS 662.24
 LIBRARY - BOOKS

I-5019157096 10 LIBRARY - BOOKS 23.26 1099: N
 10/08/2024 DUE: 10/28/2024 DISC: 10/28/2024 10 5-650-5900 BOOKS 23.26
 LIBRARY - BOOKS

I-5019157097 10 LIBRARY - BOOKS 39.45 1099: N
 10/08/2024 DUE: 10/28/2024 DISC: 10/28/2024 10 5-650-5900 BOOKS 39.45
 LIBRARY - BOOKS

I-5019162797 10 LIBRARY - BOOKS 17.43 1099: N
 10/11/2024 DUE: 10/28/2024 DISC: 10/28/2024 10 5-650-5900 BOOKS 17.43
 LIBRARY - BOOKS

01-1050 BEN E KEITH-DFW
 === VENDOR TOTALS === 742.38

I-13009337 10 JAIL- FOOD & KITCHEN SUPPLIES 428.40 1099: N
 9/27/2024 DUE: 10/28/2024 DISC: 10/28/2024 10 5-512-3910 FOOD & KITCHEN SUPPLIES 428.40
 JAIL- FOOD & KITCHEN SUPPLIES

I-13043893 10 JAIL - FOOD & KITCHEN SUPPLIE 589.18 1099: N
 10/11/2024 DUE: 10/28/2024 DISC: 10/28/2024 10 5-512-3910 FOOD & KITCHEN SUPPLIES 589.18
 JAIL - FOOD & KITCHEN SUPPLIES

01-1 ONE TIME VENDOR
 === VENDOR TOTALS === 1,017.58

I-202410231852 10 BEXAR CO SHERIFF'S OFC:SHF FE 21.44 1099: N
 10/18/2024 DUE: 10/28/2024 DISC: 10/28/2024 10 5-450-4490 OTHER COUNTIES-SHERIFF R 21.44
 BEXAS CO SHERIFF'S OFC:SHF FER

01-1067 BREWER REFRIGERATION
 === VENDOR TOTALS === 21.44

I-365758 10 JAIL - ICE MACHINE RENTAL OCT 93.00 1099: N
 10/01/2024 DUE: 10/28/2024 DISC: 10/28/2024 10 5-512-4573 ICE MACHINE RENTAL 93.00
 JAIL - ICE MACHINE RENTAL OCT

=== VENDOR TOTALS === 93.00

-----ID-----
 POST DATE BANK CODE -----DESCRIPTION-----
 01-1 ONE TIME VENDOR
 GROSS P.O. #
 DISCOUNT G/L ACCOUNT
 -----ACCOUNT NAME----- DISTRIBUTION

I-202410241862 CATHERINE AGUERO: CANCELLATION 100.00
 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 CATHERINE AGUERO: CANCELLATION 10 2200 SECURITY DEP CIVIC CNTR/ 100.00

==== VENDOR TOTALS === 100.00

01-1083 CHARLES McDONALD

I-365 NON DEPT - B.W. INSPECTION 325.00
 DUE: 10/28/2024 DISC: 10/28/2024 1099: Y
 NON DEPT - B.W. INSPECTION 10 5-409-4439 OSSF INSPECTION PERMIT E 325.00

==== VENDOR TOTALS === 325.00

01-1107 CONCHO VALLEY TRANSIT DISTRICT

I-OCTOBER 2024 SU TRANS VAN - OCT PYMT 3,141.33
 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 TRANS VAN - OCT PYMT 10 5-645-5850 CVCOG-CONTRACT PAYMENT 3,141.33

==== VENDOR TOTALS === 3,141.33

01-1687 CTWP

I-376711784 LIBRARY - COPIER AGREEMENT 284.33
 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 LIBRARY - COPIER AGREEMENT 10 5-650-4560 COPIER / MAINT 284.33

==== VENDOR TOTALS === 284.33

01-1419 DEBORAH BROWN

I-202410241859 LIBRARY- ILL PSTG REIMBURSEME 14.62
 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 LIBRARY- ILL PSTG REIMBURSEME 10 5-650-3150 POSTAGE 14.62

==== VENDOR TOTALS === 14.62

I-202410241860 LIBRARY-ILL PSTG REIMBURSEME 16.04
 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 LIBRARY-ILL PSTG REIMBURSEME 10 5-650-3150 POSTAGE 16.04

I-202410241861 LIBRARY-ILL PSTG REIMBURSEME 13.91
 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 LIBRARY-ILL PSTG REIMBURSEME 10 5-650-3150 POSTAGE 13.91

==== VENDOR TOTALS === 44.57

-----ID-----
 POST DATE BANK CODE -----DESCRIPTION-----
 01-1129 DEVILS RIVER AUTO PARTS

I-15338-140905 CTHOUSE - TRUCK BED COATING 31.78
 10/10/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 CTHOUSE - TRUCK BED COATING 10 5-510-5710 PICKUP REPAIRS 31.78

==== VENDOR TOTALS === 31.78

01-1308 DEVILS RIVER NEWS

I-4917-2 NON DEPT - TAB EQUIP AD 144.00
 10/04/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 NON DEPT - TAB EQUIP AD 10 5-409-3312 ELECTION SUPPLIES 144.00

==== VENDOR TOTALS === 144.00

01-1145 ELECTION SYSTEMS & SOFTWARE IN

I-CD2103436 NON DEPT - BALLOTS 178.60
 9/27/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 NON DEPT - BALLOTS 10 5-409-3312 ELECTION SUPPLIES 178.60

==== VENDOR TOTALS === 178.60

01-1149 EMMETT FLEMING

I-TAX06119 DIST COURT - CRT APPTD ATTYNY 495.00
 10/17/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: Y
 DIST COURT - CRT APPTD ATTYNY 10 5-435-4040 COURT APPOINTED ATTORNEY 495.00

==== VENDOR TOTALS === 495.00

01-1161 FMPC FUND

I-202410211841 SHF OFC - UNIT 283 MAINTENANC 118.54
 10/15/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 SHF OFC - UNIT 283 MAINTENANC 10 5-560-4600 VEHICLE MAINTENANCE 118.54

I-202410211842 SHF OFC - SEPTEMBER FUEL 2,795.58
 10/17/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 SHF OFC - SEPTEMBER FUEL 10 5-560-3310 GASOLINE 2,795.58

==== VENDOR TOTALS === 2,914.12

-----ID-----
 POST DATE BANK CODE -----DESCRIPTION-----
 01-1171 FRONTIER COMMUNICATIONS

I-202410181831 DPS - DRIVERS LIC PHONE 241.42
 10/07/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 DPS - DRIVERS LIC PHONE 10 5-580-4202 DRIVERS LICENSE PHONE 241.42

----- VENDOR TOTALS -----
 241.42
 01-1465 GALLS , LLC.

I-029028926 SHF OFC - V.V CLOTHING 64.99
 9/10/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 SHF OFC - V.V CLOTHING 10 5-560-3400 CLOTHING ALLOWANCE 64.99

----- VENDOR TOTALS -----
 64.99
 01-1 ONE TIME VENDOR

I-202410211843 GLORIA LOPEZ:SEC DEP REIMBURS 200.00
 10/15/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 GLORIA LOPEZ:SEC DEP REIMBURSE 10 2200 SECURITY DEP CIVTC CNTR/ 200.00

----- VENDOR TOTALS -----
 200.00
 01-1180 GREAT AMERICA LEASING CORP

I-37575612 CO/DIST = COPIER AGMT 299.56
 10/02/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 CO/DIST = COPIER AGMT 10 5-450-4560 COPIER / MAINT 299.56

I-37578658 EXT OFC - COPIER AGMT 223.10
 10/02/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 EXT OFC - COPIER AGMT 10 5-665-4560 COPIER / MAINT 223.10

I-37685552 SHF OFC - COPIER AGREEMENT 454.40
 10/17/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 SHF OFC - COPIER AGREEMENT 10 5-560-4560 COPIER / MAINT 454.40

----- VENDOR TOTALS -----
 977.06
 01-1452 JANELL S MARTIN

I-202410181833 TREAS - CERT MAIL 3RD QTR 941 9.68
 10/10/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 TREAS - CERT MAIL 3RD QTR 941 10 5-497-3100 OFFICE SUPPLIES 9.68

----- VENDOR TOTALS -----
 9.68

-----ID-----
 POST DATE BANK CODE -----DESCRIPTION-----
 01-1 ONE TIME VENDOR

I-202410241864 JEANIE L MACDONALD:FINE OVRPY 25.00 1099: N
 10/22/2024 10 DUE: 10/28/2024 DISC: 10/28/2024
 JEANIE L MACDONALD:FINE OVRPYM 10 5-455-4484 REIMBURSEMENT FOR FEES 25.00
 === VENDOR TOTALS === 25.00

01-1219 JET SPECIALTY, INC
 I-2756878-2 CEMETERY - OFF SPRAY 19.34 1099: N
 10/17/2024 10 DUE: 10/28/2024 DISC: 10/28/2024
 CEMETERY - OFF SPRAY 10 5-517-4500 REPAIR & MAINTENANCE 19.34
 === VENDOR TOTALS === 19.34

01-1483 JUNIOR LIBRARY GUTLD
 I-689697 LIBRARY- ANNUAL BOOK SUBSCRIP 1,050.56 1099: N
 10/23/2024 10 DUE: 10/28/2024 DISC: 10/28/2024
 LIBRARY- ANNUAL BOOK SUBSCRIP 10 5-650-5900 BOOKS 1,050.56
 === VENDOR TOTALS === 1,050.56

01-1240 KA J CONTROL, INC
 I-157811 JAIL- OCT MONTHLY PEST CONTR 65.00 1099: N
 10/03/2024 10 DUE: 10/28/2024 DISC: 10/28/2024
 JAIL- OCT MONTHLY PEST CONTR 10 5-512-3500 REPAIR & MAINTEN SUPPLIE 65.00
 === VENDOR TOTALS === 65.00

01-1 ONE TIME VENDOR
 I-202410241863 KODIE KAISER: RODEO ARENA REI 500.00 1099: N
 10/22/2024 10 DUE: 10/28/2024 DISC: 10/28/2024
 KODIE KAISER: RODEO ARENA REIM 10 2200 SECURITY DEP CIVIC CNTR/ 500.00
 === VENDOR TOTALS === 500.00

01-1265 LONGHORN OFFICE PRODUCTS
 I-532332-0 JP -- COPY PAPER & CARD GUIDE 80.05 1099: N
 10/02/2024 10 DUE: 10/28/2024 DISC: 10/28/2024
 JP -- COPY PAPER & CARD GUIDES 10 5-455-3100 OFFICE SUPPLIES 80.05

I-532480-0 TREAS - ENVELOPES 391.43 1099: N
 10/14/2024 10 DUE: 10/28/2024 DISC: 10/28/2024
 TREAS - ENVELOPES 10 5-497-3100 OFFICE SUPPLIES 391.43

-----ID-----
 POST DATE BANK CODE -----DESCRIPTION-----
 01-1265 LONGHORN OFFICE PRODUCTS (** CONTINUED **)

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. #	G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
I-5332816-0	10	AUDITOR - FOLDERS	70.57	1099: N	10 5-495-3100	OFFICE SUPPLIES	70.57
10/09/2024		AUDITOR - FOLDERS					

I-533289-0	10	AUDITOR - POST IT NOTES	11.00	1099: N	10 5-495-3100	OFFICE SUPPLIES	11.00
10/16/2024		AUDITOR - POST IT NOTES					

I-533305-0	10	TREAS - RECEIPT PAPER	14.64	1099: N	10 5-497-3100	OFFICE SUPPLIES	14.64
10/17/2024		TREAS - RECEIPT PAPER					

I-533353-0	10	TAX ASSESSOR - AIR DUSTER	7.11	1099: N	10 5-499-3100	OFFICE SUPPLIES	7.11
10/17/2024		TAX ASSESSOR - AIR DUSTER					

I-533353-1	10	TAX ASSESSOR - COLORED PAPER	18.80	1099: N	10 5-499-3100	OFFICE SUPPLIES	18.80
10/18/2024		TAX ASSESSOR - COLORED PAPER					

I-533520-0	10	TAX ASSESSOR - GASKET BOXES	92.52	1099: N	10 5-499-3100	OFFICE SUPPLIES	92.52
10/21/2024		TAX ASSESSOR - GASKET BOXES					

==== VENDOR TOTALS ==== 686.12
 01-1316 LOWES PAY AND SAVE

I-STMT 9/30/24	10	JAIL- SEPT FOOD & KITCH SUPPL	269.85	1099: N	10 5-512-3910	FOOD & KITCHEN SUPPLIES	269.85
9/30/2024		JAIL- SEPT FOOD & KITCH SUPPL					

==== VENDOR TOTALS ==== 269.85
 01-1279 MASTERCARD CARD SERVICE CENTER

I-202410241866	10	SHP OFC & JAIL VARIOUS CHARGE	2,474.18	1099: N	10 5-560-3100	OFFICE SUPPLIES	334.95
9/23/2024		SHP OFC & JAIL VARIOUS CHARGE					
		SHP OFC - MISC SUPPLIES					191.69
		JAIL - MISC SUPPLIES					212.63
		JAIL- LED BULB&PRIV WINDO FILM					7.73
		SHP OFC - REGISTRATION RENEWAL					578.40
		SHP OFC - DEPUTIES CLOTHING					57.00
		JAIL - SUICIDE DETECT CLASS					603.36
		SHP OFC- ARIZONA TRANSFER					488.40
		SHP OFC- YEARLY PRO PLAN					
		==== VENDOR TOTALS ====	2,474.18				

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P. O. #	-----ACCOUNT NAME-----	DISTRIBUTION
01-1054			PARKER LUMBER		G/L ACCOUNT		
I-6295181	10/01/2024	10	JAIL - QUARTER ROUND PINE DUE: 10/28/2024 DISC: 10/28/2024 JAIL - QUARTER ROUND PINE	2.39	1099: N 10 5-512-3500	REPAIR & MAINTEN SUPPLIE	2.39
I-6315255	10/07/2024	10	CTHSE - GARDEN HOE DUE: 10/28/2024 DISC: 10/28/2024 CTHSE - GARDEN HOE	37.99	1099: N 10 5-510-3500	REPAIR & MAINT SUPPLIES	37.99
I-6315608-027	10/07/2024	10	CTHOUSE - WEED KILLER DUE: 10/28/2024 DISC: 10/28/2024 CTHOUSE - WEED KILLER	9.99	1099: N 10 5-510-3500	REPAIR & MAINT SUPPLIES	9.99
I-6318353	10/08/2024	10	LIBRARY - SEALANT & PVC DUE: 10/28/2024 DISC: 10/28/2024 LIBRARY - SEALANT & PVC	16.75	1099: N 10 5-650-4568	BUILDING MAINTENANCE	16.75
I-6321135	10/09/2024	10	CTHSE - SOCKET SET DUE: 10/28/2024 DISC: 10/28/2024 CTHSE - SOCKET SET	49.99	1099: N 10 5-510-3500	REPAIR & MAINT SUPPLIES	49.99
I-6321141	10/09/2024	10	CTHSE - COAXIAL STAPLE DUE: 10/28/2024 DISC: 10/28/2024 CTHSE - COAXIAL STAPLE	3.79	1099: N 10 5-510-3500	REPAIR & MAINT SUPPLIES	3.79
I-6321768	10/09/2024	10	ANNEX - SANDING SHEET DUE: 10/28/2024 DISC: 10/28/2024 ANNEX - SANDING SHEET	7.99	1099: N 10 5-511-3500	REPAIR & MAINT SUPPLIES	7.99
I-6323246	10/09/2024	10	CO PARK - TRIMMER LINE DUE: 10/28/2024 DISC: 10/28/2024 CO PARK - TRIMMER LINE	38.50	1099: N 10 5-660-3300	OPERATING SUPPLIES	38.50
I-6324142	10/09/2024	10	CTHSE - BEDSPRAY & HOSE DUE: 10/28/2024 DISC: 10/28/2024 CTHSE - BEDSPRAY & HOSE	51.97	1099: N 10 5-510-3500	REPAIR & MAINT SUPPLIES	51.97
I-6327341	10/10/2024	10	ANNEX - CEMENT/PAINT DUE: 10/28/2024 DISC: 10/28/2024 ANNEX - CEMENT/PAINT	44.95	1099: N 10 5-511-3500	REPAIR & MAINT SUPPLIES	44.95
I-6330855	10/11/2024	10	ANNEX - PAINT BRUSH DUE: 10/28/2024 DISC: 10/28/2024 ANNEX - PAINT BRUSH	18.99	1099: N 10 5-511-3500	REPAIR & MAINT SUPPLIES	18.99
I-6331580	10/11/2024	10	ANNEX - PAINT PAUL DUE: 10/28/2024 DISC: 10/28/2024 ANNEX - PAINT PAUL	4.99	1099: N 10 5-511-3500	REPAIR & MAINT SUPPLIES	4.99

-----ID-----
 POST DATE BANK CODE -----DESCRIPTION----- GROSS P.O. #
 DISCOUNT G/L ACCOUNT -----ACCOUNT NAME----- DISTRIBUTION
 01-1054 PARKER LUMBER (** CONTINUED **)

I-6344039 10 CTHOUSE - SOCKET SET 11.99 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 CTHOUSE - SOCKET SET 10 5-510-3500 REPAIR & MAINT SUPPLIES 11.99

I-6345240 10 ANNEX - KNIT RAGS 29.99 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 ANNEX - KNIT RAGS 10 5-511-3500 REPAIR & MAINT SUPPLIES 29.99

I-6346444 10 ANNEX - ROCK BLDG WASP SPRAY 31.37 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 ANNEX - ROCK BLDG WASP SPRAY 10 5-511-3500 REPAIR & MAINT SUPPLIES 31.37

I-6347134 10 ANNEX - PLASTIC PAINT 10.78 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 ANNEX - PLASTIC PAINT 10 5-511-3500 REPAIR & MAINT SUPPLIES 10.78

I-6349544 10 CO PARK-PROPANE TANK FOR WEED 43.98 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 CO PARK-PROPANE TANK FOR WEEDS 10 5-660-3500 REPAIR & MAINT SUPPLIES 43.98

I-6349761 10 CTHSE - MAINT SUPPLIES 61.97 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 CTHSE - MAINT SUPPLIES 10 5-510-3500 REPAIR & MAINT SUPPLIES 61.97

I-6356044 10 CTHSE - MASTER LOCK PADLOCK 13.98 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 CTHSE - MASTER LOCK PADLOCK 10 5-510-3500 REPAIR & MAINT SUPPLIES 13.98

I-6367383 10 CTHSE - SPRINKLER RPR PARTS 29.93 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 CTHSE - SPRINKLER RPR PARTS 10 5-510-3500 REPAIR & MAINT SUPPLIES 29.93

==== VENDOR TOTALS ==== 522.28

01-1056 PASCUAL HERNANDEZ

I-202410211844 10 EXT OFC-VELCRO FOR HEALTH FAI 13.44 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 EXT OFC-VELCRO FOR HEALTH FAIR 10 5-665-3100 OFFICE SUPPLIES 13.44

==== VENDOR TOTALS ==== 13.44

PACKET: 04371 10/28/24 GENERAL
 VENDOR SET: 01 SUTTON COUNTY
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. #	-----ACCOUNT NAME-----	DISTRIBUTION
01-1323			PERDUE BRANDON FIELDER COLLINS				
I-202410231853	10/18/2024	10	CO/DIST CLERK - TITLE SEARCH	28.94	1099: N		
			CO/DIST CLERK - TITLE SEARCH		10 5-450-4484	REFUND COURT FEES	28.94
			=== VENDOR TOTALS ===	28.94			
01-1320			PETE GOMEZ, 112TH DISTRICT JU				
I-202410241867	10/23/2024	10	DIST CRT - OCT CAR ALLOWANCE	207.33	1099: N		
			DIST CRT - OCT CAR ALLOWANCE		10 5-435-4250	CAR ALLOWANCE	207.33
			=== VENDOR TOTALS ===	207.33			
01-1430			PHARM HOUSE PIERCE SONORA				
I-202410241865	10/08/2024	10	JAIL - INMATE MEDICATION	42.38	1099: N		
			JAIL - INMATE MEDICATION		10 5-512-4830	MEDICATION FOR PRISONERS	42.38
			=== VENDOR TOTALS ===	42.38			
01-1076			PITNEY BOWES BANK INC PURCHASE				
I-3319835768	10/11/2024	10	CO/DIST CLERK- 8/30-11/29 METER	281.64	1099: N		
			CO/DIST CLERK- 8/30-11/29 METER		10 5-450-4483	P BOWES/PRODUCTION METER	281.64
			=== VENDOR TOTALS ===	281.64			
01-1090			QUTLL CORPORATION				
I-40852043	10/01/2024	10	ANNEX - CLEANING SUPPLIES	100.16	1099: N		
			ANNEX - CLEANING SUPPLIES		10 5-511-3500	REPAIR & MAINT SUPPLIES	100.16
I-40993529	10/09/2024	10	LIBRARY - OPER SUPPLIES	118.76	1099: N		
			LIBRARY - OPER SUPPLIES		10 5-650-3300	OPERATING SUPPLIES	118.76
I-41016789	10/10/2024	10	LIBRARY - CLEANING SUPPLIES	283.48	1099: N		
			LIBRARY - CLEANING SUPPLIES		10 5-650-3500	REPAIR & MAINT SUPPLIES	283.48
I-41017975	10/10/2024	10	LIBRARY - CUPS & GLITTER	25.99	1099: N		
			LIBRARY - CUPS & GLITTER		10 5-650-3300	OPERATING SUPPLIES	25.99

-----ID-----
 POST DATE BANK CODE -----DESCRIPTION-----
 01-1090 QUILT CORPORATION (** CONTINUED **)
 GROSS P.O. #
 DISCOUNT G/L ACCOUNT
 -----ACCOUNT NAME----- DISTRIBUTION

I-41026193 10 LIBRARY - KLEENEX 69.98 1099: N
 10/10/2024 DUE: 10/28/2024 DISC: 10/28/2024
 LIBRARY - KLEENEX 10 5-650-3500 REPAIR & MAINT SUPPLIES 69.98

I-41039863 10 LIBRARY - LABELS 12.59 1099: N
 10/11/2024 DUE: 10/28/2024 DISC: 10/28/2024
 LIBRARY - LABELS 10 5-650-3300 OPERATING SUPPLIES 12.59

I-41051252 10 LIBRARY - GLITTER 59.47 1099: N
 10/10/2024 DUE: 10/28/2024 DISC: 10/28/2024
 LIBRARY - GLITTER 10 5-650-3300 OPERATING SUPPLIES 59.47

==== VENDOR TOTALS ==== 670.43

01-1450 SINGLETON ASSOCIATES, PA

I-SAPA8910145 10 JAIL - INMATE MEDICAL FEE 32.08 1099: N
 9/12/2024 DUE: 10/28/2024 DISC: 10/28/2024
 JAIL - INMATE MEDICAL FEE 10 5-512-4820 MEDICAL FEES 32.08

==== VENDOR TOTALS ==== 32.08

01-1386 SNIDER TECHNOLOGY

I-39078 10 ADULT PROB - OCTOBER SVC 240.00 1099: N
 10/01/2024 DUE: 10/28/2024 DISC: 10/28/2024
 ADULT PROB - OCTOBER SVC 10 5-570-4865 IT SERVICES 240.00

I-39080 10 JP - IT SVC FOR OCTOBER 1,099.00 1099: N
 10/01/2024 DUE: 10/28/2024 DISC: 10/28/2024
 JP - IT SVC FOR OCTOBER 10 5-455-5500 TECHNOLOGY 1,099.00

==== VENDOR TOTALS ==== 1,339.00

01-1409 SONORA MEDICAL CLINIC

I-A91454 10 JAIL - INMATE MEDICAL FEE 81.24 1099: N
 9/26/2024 DUE: 10/28/2024 DISC: 10/28/2024
 JAIL - INMATE MEDICAL FEE 10 5-512-4820 MEDICAL FEES 81.24

==== VENDOR TOTALS ==== 81.24

-----ID-----
 POST DATE BANK CODE -----DESCRIPTION-----
 01-1186 SOUTHWEST TEXAS ELECTRIC COOPE
 GROSS P.O. #
 DISCOUNT G/L ACCOUNT
 -----ACCOUNT NAME----- DISTRIBUTION

I-202410211845 SHF OFC - SEPT MONTHLY SVC 62.92
 9/30/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 SHF OFC - SEPT MONTHLY SVC 10 5-560-4227 RADIO TOWER REPEATER/EXP 62.92
 === VENDOR TOTALS === 62.92

01-1321 SUTTON CO APPELLATE
 I-202410211847 CO/DIST CLERK - APPELLATE FEE 3.30
 10/07/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 CO/DIST CLERK - APPELLATE FEE 10 4-450-0990 TEMP HOLDING FD/COEDIST 3.30
 I-202410231850 CO/DIST CLERK - APPELLATE FEE 10.00
 10/21/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 CO/DIST CLERK - APPELLATE FEES 10 4-450-0990 TEMP HOLDING FD/COEDIST 10.00

I-202410231851 CO/DIST CLERK - APPELLATE FEE 5.58
 10/15/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 CO/DIST CLERK - APPELLATE FEES 10 4-450-0990 TEMP HOLDING FD/COEDIST 5.58
 === VENDOR TOTALS === 18.88

01-1 ONE TIME VENDOR
 I-202410211846 SUTTON CO HOSPITAL DIST:REIMB 500.00
 10/16/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 SUTTON CO HOSPITAL DIST:REIMB 10 2200 SECURITY DEP CIVIC CNTR/ 500.00
 === VENDOR TOTALS === 500.00

01-1489 TEXAS COMMUNICATIONS
 I-409358-00 SHF OFC - MAINTENANCE 188.19
 9/24/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 SHF OFC - MAINTENANCE 10 5-560-4227 RADIO TOWER REPEATER/EXP 188.19
 === VENDOR TOTALS === 188.19

01-1233 THE CITY OF SONORA
 I-202410211839 SHF OFC/JAIL - SEPTEMBER SVC 533.23
 9/30/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 SHF OFC - SEPTEMBER SVC 10 5-560-4400 UTILITIES 266.62
 JAIL - SEPTEMBER SVC 10 5-512-4400 UTILITIES 266.61
 === VENDOR TOTALS === 533.23

-----ID-----
 POST DATE BANK CODE -----DESCRIPTION----- DISCOUNT P.O. #
 01-1256 TOTAL OFFICE SOLUTION
 -----ACCOUNT NAME----- DISTRIBUTION

I-EA399443 10 SHF OFC - COPIER RATE & USAGE 157.17 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 SHF OFC - COPIER RATE 10 5-560-4560 COPIER / MAINT 70.19
 SHF OFC - COPIER USAGE 10 5-560-4561 COPY SUPPLY USAG 86.98

I-EA401491 10 SHF OFC - COPIER RATE & USAGE 150.26 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 SHF OFC - COPIER RATE 10 5-560-4560 COPIER / MAINT 70.19
 SHF OFC - COPIER USAGE 10 5-560-4561 COPY SUPPLY USAG 80.07

I-EA401848 10 CO/DIST CLERK - RATE & USAGE 124.58 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 CO/DIST CLERK - RATE 10 5-450-4560 COPIER / MAINT 79.78
 CO/DIST CLERK - USAGE 10 5-450-3100 OFFICE SUPPLIES 44.80

I-EA402010 10 CO JUDGE -COPIER RATE & USAGE 82.04 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 CO JUDGE -COPIER RATE & USAGE 10 5-400-4560 COPIER / MAINT 82.04

I-EA402359 10 SHF OFC - COPIER RATE & USAGE 75.66 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 SHF OFC - COPIER RATE 10 5-560-4560 COPIER / MAINT 70.87
 SHF OFC - COPIER USAGE 10 5-560-4561 COPY SUPPLY USAG 4.79

==== VENDOR TOTALS ==== 589.71
 01-1494 TXU ENERGY

I-052003705964 10 SHF OFC & JAIL-SVC 8/09 - 9/0 1,539.72 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 SHF OFC - SVC 8/09 - 9/09 10 5-560-4400 UTILITIES 769.86
 JAIL - SVC 8/09 - 9/09 10 5-512-4400 UTILITIES 769.86

I-052003717440 10 MISC - SINALOA ST LIGHTS SEPT 376.89 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 MISC - SINALOA ST LIGHTS SEPT 10 5-690-4930 STREET LIGHTS (SINALOA) 376.89

I-054228582316 10 ADULT PROB & ANNEX SO - SEPT 211.74 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 ADULT PROBATION - 1/2 SEPT SVC 10 5-570-4400 UTILITIES 105.87
 ANNEX - 1/2 SEPT SVC 10 5-509-4400 UTILITIES 105.87

I-055628325148 10 LIBRARY - SEPT BILL 351.64 1099: N
 DUE: 10/28/2024 DISC: 10/28/2024
 LIBRARY - SEPT BILL 10 5-650-4400 UTILITIES 351.64

==== VENDOR TOTALS ==== 2,479.99

-----ID-----
 POST DATE BANK CODE -----DESCRIPTION-----
 01-1264 U.S. POSTAL SERVICE
 GROSS P.O. #
 DISCOUNT G/L ACCOUNT
 -----ACCOUNT NAME----- DISTRIBUTION

T-202410211848 10 TREASURER - POSTAGE 1,460.00
 10/15/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 TREASURER - POSTAGE 10 5-497-3150 POSTAGE 1,460.00

==== VENDOR TOTALS === 1,460.00

01-1267 UNIFIRST HOLDINGS LP

T-2910042153 10 SHF OFC - MAINTENANCE SUPPLIE 17.77
 10/03/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 SHF OFC - MAINTENANCE SUPPLIES 10 5-560-3500 REPAIR & MAINT SUPPLIES 17.77

T-2910042154 10 JALL - MAINT SUPPLIES 63.66
 10/03/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 JALL - MAINT SUPPLIES 10 5-512-3500 REPAIR & MAINTEN SUPPLIE 63.66

T-2910042949 10 SHF OFC - MAINT SUPPLIES 17.69
 10/17/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 SHF OFC - MAINT SUPPLIES 10 5-560-3500 REPAIR & MAINT SUPPLIES 17.69

T-2910042950 10 JALL - MAINT SUPPLIES 63.58
 10/17/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 JALL - MAINT SUPPLIES 10 5-512-3500 REPAIR & MAINTEN SUPPLIE 63.58

T-2910042956 10 CIV CTR - MAINT SUPPLIES 70.58
 10/17/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 CIV CTR - MAINT SUPPLIES 10 5-516-3500 REPAIR & MAINT SUPPLIES 70.58

T-2910042958 10 LIBRARY - MAINT SUPPLIES 17.20
 10/17/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 LIBRARY - MAINT SUPPLIES 10 5-650-3500 REPAIR & MAINT SUPPLIES 17.20

T-2910042959 10 CTRSE - MAINT SUPPLIES 41.57
 10/17/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 CTRSE - MAINT SUPPLIES 10 5-510-3500 REPAIR & MAINT SUPPLIES 41.57

==== VENDOR TOTALS === 292.05

01-1274 VERIZON WIRELESS

T-9975786747 10 ANNEX - IPAD TIME CLOCK 9/24 37.99
 10/08/2024 10 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 ANNEX - IPAD TIME CLOCK 9/24 10 5-511-4200 COMMUNICATION 37.99

==== VENDOR TOTALS === 37.99

-----ID-----
 POST DATE BANK CODE ----- DESCRIPTION-----
 01-1407 VGI TECHNOLOGY

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
I-1170077	10	TAIL - MONTHLY SVC OCTOBER	30.00	1099: N		
10/01/2024		DUE: 10/28/2024 DISC: 10/28/2024				
		TAIL - MONTHLY SVC OCTOBER		10 5-512-5575	CAMERAS & SOFTWARE PROGR	30.00

=== VENDOR TOTALS ===

30.00

01-1290 WEST TEXAS GAS INC

I-202410211849	10	SHP OFC/TAIL - AUG GAS SVC	110.32	1099: N		
9/20/2024		DUE: 10/28/2024 DISC: 10/28/2024				
		SHP OFC - AUG GAS SVC		10 5-560-4400	UTILITIES	55.16
		TAIL OFC - AUG GAS SVC		10 5-512-4400	UTILITIES	55.16

=== VENDOR TOTALS ===

110.32

=== PACKET TOTALS ===

26,908.91

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. #	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-1004			AIR & HYDRAULIC EQUIPMENT					
T-25791	10/22/2024	15	FMFC - REPAIR	457.50	1099: N			
			DUE: 10/28/2024 DISC: 10/28/2024					
			FMFC - REPAIR		15 5-611-4500		REPAIRS	457.50
			=====					
			--- VENDOR TOTALS ---	457.50				
01-1043			AIR MOBILITY					
T-298544385X10092024	10/01/2024	15	FMFC - WIRELESS SEPT	41.87	1099: N			
			DUE: 10/28/2024 DISC: 10/28/2024					
			FMFC - WIRELESS SEPT		15 5-611-4200		COMMUNICATION	41.87
			=====					
			--- VENDOR TOTALS ---	41.87				
01-1067			BREWER REFRIGERATION					
T-365757	10/01/2024	15	FMFC - ICE MACHINE OCT RENTAL	160.00	1099: N			
			DUE: 10/28/2024 DISC: 10/28/2024					
			FMFC - ICE MACHINE OCT RENTAL		15 5-611-4573		ICE MACHINE RENTAL	160.00
			=====					
			--- VENDOR TOTALS ---	160.00				
01-1129			DEVILS RIVER AUTO PARTS					
T-15338-140582	10/03/2024	15	FMFC - OXYGEN BOTTLE	48.75	1099: N			
			DUE: 10/28/2024 DISC: 10/28/2024					
			FMFC - OXYGEN BOTTLE		15 5-611-3300		OPERATING SUPPLIES	48.75
			=====					
			--- VENDOR TOTALS ---	48.75				
T-15338-140873	10/10/2024	15	FMFC - HEADLIGHT	11.87	1099: N			
			DUE: 10/28/2024 DISC: 10/28/2024					
			FMFC - HEADLIGHT		15 5-611-3500		REP & MAINT SUPPLIES	11.87
			=====					
			--- VENDOR TOTALS ---	11.87				
T-15338-141144	10/15/2024	15	FMFC - SPARK PLUGE SEAFOAM	14.79	1099: N			
			DUE: 10/28/2024 DISC: 10/28/2024					
			FMFC - SPARK PLUGE SEAFOAM		15 5-611-3500		REP & MAINT SUPPLIES	14.79
			=====					
			--- VENDOR TOTALS ---	14.79				
T-15338-141388	10/21/2024	15	FMFC - BRAKE HOSE WASHER	6.39	1099: N			
			DUE: 10/28/2024 DISC: 10/28/2024					
			FMFC - BRAKE HOSE WASHER		15 5-611-3500		REP & MAINT SUPPLIES	6.39
			=====					
			--- VENDOR TOTALS ---	6.39				
T-15338-141430	10/22/2024	15	FMFC - LED & JUNCTION BOX	33.58	1099: N			
			DUE: 10/28/2024 DISC: 10/28/2024					
			FMFC - LED & JUNCTION BOX		15 5-611-4500		REPAIRS	33.58
			=====					
			--- VENDOR TOTALS ---	115.38				

-----ID-----
 POST DATE BANK CODE ----- DESCRIPTION-----
 01-1 ONE TIME VENDOR
 GROSS P.O. #
 DISCOUNT G/L ACCOUNT
 -----ACCOUNT NAME----- DISTRIBUTION

I-202410231854 H-H RANCHES: CALICHE 80 YDS 280.00
 9/18/2024 15 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 H-H RANCHES: CALICHE 80 YDS 15 5-611-3550 MATERIALS FOR ROAD & BRI 280.00
 === VENDOR TOTALS === 280.00

01-1219 JET SPECIALTY, INC
 I-2756878 FMFC - MISC SUPPLIES 200.74
 10/17/2024 15 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 FMFC - OFF SPRAY/TOWELS/CLEANER 15 5-611-3500 REP & MAINT SUPPLIES 163.01
 FMFC - ENGINEER HAMMERS 15 5-611-3300 OPERATING SUPPLIES 37.73
 === VENDOR TOTALS === 200.74

01-1054 PARKER LUMBER
 I-6349271 FMFC - TORCH KIT 87.99
 10/17/2024 15 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 FMFC - TORCH KIT 15 5-611-3300 OPERATING SUPPLIES 87.99
 I-6352387 FMFC - BOLTS & SCREWS 3.38
 10/17/2024 15 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 FMFC - BOLTS & SCREWS 15 5-611-3500 REP & MAINT SUPPLIES 3.38
 === VENDOR TOTALS === 91.37

01-1086 PROFESSIONAL TURF PRODUCTS
 I-1658260-03 FMFC - GASRET 31.12
 9/26/2024 15 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 FMFC - GASRET 15 5-611-3500 REP & MAINT SUPPLIES 31.12
 === VENDOR TOTALS === 31.12

01-1325 RAFTER W
 I-3815963 FMFC - ANT KILLER 62.20
 10/10/2024 15 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 FMFC - ANT KILLER 15 5-611-3500 REP & MAINT SUPPLIES 62.20
 === VENDOR TOTALS === 62.20

-----ID-----
 POST DATE BANK CODE -----DESCRIPTION-----
 01-1141 REGAL OIL INC
 GROSS P.O. #
 DISCOUNT G/L ACCOUNT
 -----ACCOUNT NAME----- DISTRIBUTION

I-26-375429 FMFC - GASOLINE 2,008.71
 10/11/2024 15 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 FMFC - GASOLINE 15 5-611-3310 GASOLINE 2,008.71

=== VENDOR TOTALS === 2,008.71

01-1266 UNIFTRS HOLDING-II
 I-2910042461 FMFC - R H UNIFORMS 17.20
 10/09/2024 15 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 FMFC - R H UNIFORMS 15 2116 EMPLOYEE UNIFORMS PAYABL 17.20

I-2910042880 FMFC - RH UNIFORMS 17.20
 10/16/2024 15 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 FMFC - RH UNIFORMS 15 2116 EMPLOYEE UNIFORMS PAYABL 17.20

=== VENDOR TOTALS === 34.40

01-1289 WEST TEXAS FIRE EXTINGUISHERS
 I-305543 FMFC - SAFETY SIGNS 113.25
 10/08/2024 15 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 FMFC - SAFETY SIGNS 15 5-611-4921 SAFETY WORK EQUIPMT/SUPP 113.25

=== VENDOR TOTALS === 113.25

01-1310 WESTERN MARKETING INC
 I-2107541 FMFC - MULT PURPOSE GREASE 247.48
 9/12/2024 15 DUE: 10/28/2024 DISC: 10/28/2024 1099: N
 FMFC - MULT PURPOSE GREASE 15 5-611-3500 REP & MAINT SUPPLIES 247.48

=== VENDOR TOTALS === 247.48

=== PACKET TOTALS === 3,844.02



Janell Schniers
County Treasurer

SONORA, TEXAS 76950

THE STATE OF TEXAS
COUNTY OF SUTTON
AFFIDAVIT

**FY 23-24 MONTHLY REPORT
SEPTEMBER 2024**

The Treasurers' Monthly Report includes, but not limited to, money received and disbursed; and all other proceedings in the treasurer's office that pertain to the Financial Standing of Sutton County. {LGC 114.026(a)(b)}

The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled; any adjustments have been noted.

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)} \$9,409,340.58 Month Ending Balance

The Treasurers' Monthly Report has been submitted and the Bank Reconciliations are pending review by Auditor. {LGC 114.026(b)}

All investments are in compliance with both the Public Funds Investment Act and the Sutton County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priorities. 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, Janell S. Martin, County Treasurer of Sutton County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

Filed with accompanying data this 28TH day of October 2024.

Janell S. Martin, Treasurer 10/28/2024
Janell Schniers Martin, Treasurer, Sutton County/ Date

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 independent auditor's review and request that it be filed with the official minutes of the meeting. {LGC 114.026(c)}

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

Joseph Harris
Joseph Harris, County Judge/ Date

Lee C. Bloodworth 10-28-24
Lee Bloodworth, Comm. Pct. #1/ Date

Bob Brockman
Bob Brockman, Comm. Pct. #2/ Date

Carl Teaff, Comm. Pct. #3/ Date

Heraldo Martinez
Heraldo Martinez, Comm. Pct. #4/ Date

A C C O U N T R E C A P

	BEGINNING BALANCE	TOTAL DEBITS	TOTAL CREDITS	ENDING BALANCE
ROAD & BRIDGE FUND				
15 -1050	229,187.80	33,328.99	48,791.98CR	213,724.81
15 -1060	1,026,797.85	2,501.01	0.00	1,029,298.86
15 -1070	302,814.23	0.00	0.00	302,814.23
FUND 15 TOTAL	1,558,799.88	35,830.00	48,791.98CR	1,545,837.90
DISTRICT ATTY HOT CK FUND				
40 -1050	40.00	0.00	0.00	40.00
FUND 40 TOTAL	40.00	0.00	0.00	40.00
AMERICAN RESCUE PLAN				
65 -1053	228,289.24	0.00	1,327.50CR	226,961.74
FUND 65 TOTAL	228,289.24	0.00	1,327.50CR	226,961.74
SUTTON COUNTY #911				
71 -1050	5,787.41	0.24	0.00	5,787.65
FUND 71 TOTAL	5,787.41	0.24	0.00	5,787.65
SHERIFF SEIZURE FUND				
89 -1050	29,008.87	1.21	0.00	29,010.08
89 -1070	80,380.49	0.00	0.00	80,380.49
FUND 89 TOTAL	109,389.36	1.21	0.00	109,390.57
APPELLATE COURT				
90 -1050	134.30	11.03	0.00	145.33
FUND 90 TOTAL	134.30	11.03	0.00	145.33
GENERAL CASH CONTROL				
99 -1010	1,419,107.70	3,456.58	0.00	1,422,564.28
99 -1015	1,009,380.80	4,800.78	0.00	1,014,181.58
99 -1016	1,009,380.80	4,800.78	0.00	1,014,181.58
99 -1017	1,009,380.80	4,800.78	0.00	1,014,181.58
99 -1018	1,009,380.80	4,800.78	0.00	1,014,181.58
99 -1019	1,009,380.80	4,800.78	0.00	1,014,181.58

	BEGINNING BALANCE	TOTAL DEBITS	TOTAL CREDITS	ENDING BALANCE
99 -1020	1,004,756.16	0.00	0.00	1,004,756.16
99 -1105	455,719.45	366,690.12	799,460.52CR	22,949.05
FUND 99 TOTAL	<u>7,926,487.31</u>	<u>394,150.60</u>	<u>799,460.52CR</u>	<u>7,521,177.39</u>
REPORT TOTALS	<u>9,828,927.50</u>	<u>429,993.08</u>	<u>849,580.00CR</u>	<u>9,409,340.58</u>

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 8/19/2024

PAY PERIOD ENDING: 9/01/2024

PRELIMINARY

CALC. CT.: 4

*** GRAND TOTALS ***

EARNINGS			BENEF/REIMB		DEDUCTIONS			TAXES				
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBY	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
SAL	80.00	25,093.13	FRING	48.00	AFA	AFAFT	113.23		FED W/H	108,522.57	8,965.69	
REG	3,224.75	75,123.87			AFC	AFCAS	618.02		FICA	117,447.00	7,281.75	7281.75
OVT	139.78	4,968.94			C02	CSCAS	402.00		MEDI	117,447.00	1,702.98	1702.98
VAC	175.81	4,692.73			CO4	CSCOR	553.85					
CESTR	1.10	0.00			DEN	DENT	444.92	639.08				
SICK	125.08	2,948.59			LF2	LFPRN	354.13	125.95				
FUNRL	24.00	527.08			MA1	MASAL	76.50					
ADMSO	75.00	1,739.55			MA2	MASAP	58.50					
SGPAY	66.50	2,899.84			MA4	MASAE	84.00	24290.79				
CAR	0.00	300.00			MBW	MBW						
DSPJL	31.63	1,100.41			MEC	MEDCH	2675.12					
SB22	0.00	3,117.62			MEF	MEDFM	891.81					
CT	9.23	196.46			MES	MEDSP	557.35					
CE	8.38	0.00			NAT	NAT	530.00					
					NYL	NYL	1948.81	8394.43				
					TCD	TCDRS	8394.43	253.76				
					VIS	VIS	122.00					
TOTALS:	3,961.26	122,708.22		48.00			17824.67	33704.01			17,950.42	8984.73

DEPARTMENT RECAP

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
10-400	5,225.43	5,169.70	0.00	55.73	0.00	0.00	606.53	669.47	3,949.43
10-450	7,447.25	6,880.18	0.00	567.07	0.00	0.00	1,093.68	793.87	5,559.70
10-455	7,850.81	7,109.21	0.00	441.60	300.00	0.00	1,290.02	915.16	5,645.63
10-475	5,945.77	5,557.97	0.00	3.18	384.62	0.00	1,356.82	638.01	3,950.94
10-495	5,903.06	5,853.06	0.00	50.00	0.00	0.00	517.55	1,130.66	4,254.85
10-497	2,950.29	2,950.29	0.00	0.00	0.00	0.00	688.80	481.72	1,779.77
10-499	4,765.18	4,658.55	0.00	106.63	0.00	0.00	1,140.29	706.84	2,918.05
10-510	1,520.00	1,520.00	0.00	0.00	0.00	0.00	132.90	249.60	1,137.50
10-511	1,813.29	1,544.96	0.00	241.33	0.00	27.00	158.93	227.27	1,400.09
10-512	8,845.52	7,054.80	902.98	156.95	730.79	0.00	900.92	1,598.23	6,346.37
10-517	3,303.12	2,975.47	0.00	327.65	0.00	0.00	264.19	349.20	2,689.73
10-560	36,363.57	23,659.04	4,065.96	896.56	7,742.01	0.00	5,852.80	5,659.40	24,851.37
10-580	1,211.28	1,211.28	0.00	0.00	0.00	0.00	92.79	109.54	1,008.95
10-650	4,177.10	3,410.11	0.00	766.99	0.00	0.00	542.32	648.72	2,986.06
10-660	1,738.01	520.22	0.00	1,208.79	0.00	9.00	141.66	325.61	1,261.74
10-665	3,243.02	3,196.63	0.00	46.39	0.00	0.00	270.33	539.66	2,433.03
15-611	20,453.52	16,945.53	0.00	3,495.99	0.00	12.00	2,774.14	2,907.46	14,759.92
TOTALS	122,756.22	100,217.00	4,968.94	8,364.86	9,157.42	48.00	17,824.67	17,950.42	86,933.13

REGULAR INPUT: 57 MANUAL INPUT: 0 CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 57

DEPT: ALL
PAYROLL NO#: 01
PAY PERIOD BEGINNING: 9/02/2024
PAY PERIOD ENDING: 9/15/2024

PRELIMINARY

*** GRAND TOTALS ***

---EARNINGS---			---BENF/REIMB---		---DEDUCTIONS---			---TAXES---					
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	W/H	TAXABLE	EMPLOYEE	EMPLOYER
SAL	80.00	31,250.02	FRING	473.46	AFA	AFAFT	113.23		FED	130,739.15	130,739.15	11,327.96	
REG	3,196.95	82,069.02			AFC	AFCAF	618.02		FICA	140,727.81	140,727.81	8,725.17	8725.17
OVT	143.49	5,499.79			C02	CSCAS	402.00		MEDI	140,727.81	140,727.81	2,040.54	2040.54
VAC	102.98	2,389.80			CO4	CSCOR	553.85						
CESTR	3.66	0.00			DEM	DENMO	77.64	98.32					
HOL	389.77	9,229.14			DEN	DENT	444.92	639.08					
SICK	143.98	3,412.88			LF2	LFPRN	465.13	138.26					
ADMLV	1.54	30.80			MA1	MASAI	76.50						
ELOFF	0.00	5,258.65			MA2	MASAP	58.50						
ADMSO	61.13	1,417.85			MA4	MASAE	84.00						
SGPAY	74.00	3,221.61			MA6	MASAI	18.00						
DSFJL	20.90	693.56			MBW	MBW		24290.79					
SB22	0.00	3,117.62			MEC	MEDCH	2675.12						
CT	13.55	295.63			MEF	MEDFM	891.81						
CE	12.86	0.00			MEO	MEO		3810.32					
					MES	MEDSP	557.35						
					MSM	MSPM	2229.40						
					NAT	NAT	530.00						
					NYL	NYL	1948.81						
					TCD	TCDRS	9458.66	9458.66					
					UNI	UNIF	69.35						
					VIS	VIS	137.76	292.80					
TOTALS:	4,244.81	147,886.37		473.46			21410.05	38728.23				22,093.67	10765.71

---DEPARTMENT RECAP---

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
10-400	5,331.79	5,169.24	0.00	162.55	0.00	0.00	613.98	687.49	4,030.32
10-401	5,054.32	0.00	0.00	0.00	5,054.32	0.00	2,676.60	378.96	1,998.76
10-435	3,584.97	3,238.59	0.00	0.00	102.17	244.21	250.95	573.03	2,516.78
10-450	7,432.28	6,903.87	0.00	528.41	0.00	0.00	1,092.64	791.28	5,548.36
10-455	7,555.66	6,245.62	0.00	1,310.04	0.00	0.00	1,269.36	859.57	5,426.73
10-465	13,254.55	13,152.39	0.00	0.00	102.16	0.00	320.52	2,221.37	10,712.66
10-475	5,941.85	5,361.73	0.00	195.50	384.62	0.00	1,356.54	637.34	3,947.97
10-495	5,987.86	5,496.66	0.00	413.20	0.00	78.00	532.48	1,148.49	4,228.89
10-497	2,950.29	2,950.29	0.00	0.00	0.00	0.00	688.80	481.72	1,779.77
10-499	4,809.43	4,488.20	0.00	276.98	0.00	44.25	1,143.38	719.28	2,902.52
10-510	1,520.00	1,520.00	0.00	912.00	0.00	0.00	132.90	249.60	1,137.50
10-511	1,833.80	1,274.17	0.00	538.63	0.00	21.00	160.37	231.13	1,421.30
10-512	10,502.70	7,052.25	1,914.92	804.74	730.79	0.00	1,016.93	2,057.68	7,428.09

DEPT: ALL

PAYROLL NO#: 01

PAY PERIOD BEGINNING: 9/02/2024

PAY PERIOD ENDING: 9/15/2024

PRELIMINARY

CALC. CT.: 1

DEPARTMENT RECAP

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
10-517	3,303.10	2,044.53	0.00	1,258.57	0.00	0.00	264.19	349.20	2,689.71
10-560	38,327.96	24,576.17	3,584.87	2,790.69	7,335.23	41.00	6,000.51	6,163.00	26,123.45
10-580	1,211.28	969.02	0.00	242.26	0.00	0.00	92.79	109.54	1,008.95
10-630	155.91	155.91	0.00	0.00	0.00	0.00	0.00	11.93	143.98
10-650	4,143.51	3,445.75	0.00	697.76	0.00	0.00	539.95	645.80	2,957.76
10-660	1,753.03	1,363.13	0.00	365.90	0.00	24.00	142.71	328.44	1,257.88
10-665	3,243.02	2,808.13	0.00	434.89	0.00	0.00	270.33	539.66	2,433.03
15-611	20,462.52	16,015.39	0.00	4,426.13	0.00	21.00	2,844.12	2,909.16	14,688.24
TOTALS	148,359.83	113,319.04	5,499.79	15,358.25	13,709.29	473.46	21,410.05	22,093.67	104,382.65

REGULAR INPUT: 73 MANUAL INPUT: 0 CHECK STUB COUNT: 1 DIRECT DEPOSIT STUB COUNT: 72

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 28th day of October 2024, by and between **Sutton County**, (hereinafter referred to as "County", and **Sutton County Civic Center**, hereinafter referred to as "Other Party". The County and Other Party are sometimes referred to as a "Party" and collectively "Parties."

The following recitals are incorporated in and made a part of this MOU:

WHEREAS, on January 6, 2022, the U.S. Department of the Treasury ("Treasury") issued the Final Rule to implement Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program following adoption of the American Rescue Plan Act (ARPA) in 2021; and

WHEREAS, on August 10, 2023, Treasury released an Interim Final Rule implementing new eligible uses; and

WHEREAS, the Obligation Interim Final Rule (Obligation IFR) followed in November 2023, that clarified the definition of "obligation" for the SLFRF program and provided related guidance to give additional flexibility and clarity to recipients to support their use of SLFRF funds; and

WHEREAS, on March 29, 2024, Treasury issued FAQ 17.6 to further clarify the definition of Obligation and considers an interagency agreement, including an agreement in the form of an MOU, to constitute a "transaction requiring payment" similar to a contract or subaward and therefore an obligation for purposes of the SLFRF rule if the agreement satisfies certain conditions; and

WHEREAS, the County was awarded SLFRF funds by Treasury which were distributed to the County from ARPA for covered costs and eligible expenses to be incurred/obligated between March 3, 2021 and December 31, 2024. These funds must be expended by December 31, 2026, except for costs incurred for expanded surface transportation and Title I projects which must also be obligated by December 31, 2024, and expended by September 30, 2026, as outlined in the Interim Final Rule (August 2023); and

WHEREAS, the County desires to disburse funds to the Other Party to perform procurement, electrical and construction oversight services in connection therewith as set forth in this MOU and in the Purpose/Scope of Work described herein; and

WHEREAS, the Other Party has represented to the County that it is duly qualified, eligible, and willing to provide procurement, electrical and construction oversight services identified herein and, in the Purpose, /Scope of Work; and

WHEREAS, according to FAQ 17.7, recipients may use SLFRF funds to pay certain personnel costs for positions that are established and filled by December 31, 2024, pursuant to an interagency agreement, including an agreement in the form of an MOU, if the agreement satisfies certain conditions identified in FAQ 17.6; and

NOW, THEREFORE, in consideration of the foregoing recitals and terms and conditions set forth herein, and funding allocated in an amount not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00) as herein below set forth, the Parties agree as follows:

I. PURPOSE/SCOPE OF WORK

The purpose of this MOU is to set forth understanding between the County and Other Party regarding the Purpose and/or Scope of Work to be completed with the SLFRF funds as described here:

The SLFRF funds, in addition to other County funds over and above the ARPA obligated amount, will be used to fund the electrical and construction services for improvements to the Sutton County Civic Center located at the property located at 1700 N Crockett Ave, Sonora, TX 76950 ("the Project"). The Project will be supervised by the

Other Party, and the Other Party will be responsible for the oversight of the electrical and construction services.

Included within the duty to oversee the Project, the Other Party will coordinate with the Sutton County Judge, Commissioner's Court and others to develop the finalized features of the project.

The to-be-determined generator vendor, electrical expert and the construction company shall be responsible for performing turn-key electrical/construction services for the Project, to complete the civic center's generator installation, the new electrical work throughout the building and any other items needed in the facility.

For the Project, the County's obligation of SLFRF funds shall be expended firstly, with County and/or other funds to be utilized after the expenditure of the County's remaining SLFRF funds.

The Other Party will be responsible for guiding the procurement and implementation of the design-build project, including, but not limited to, the City's remaining un-obligated SLFRF/ARPA allocation of \$125,000.00. Acquisition of all services, and any other goods necessary to carry out the Project, shall be in accordance with applicable state law and the County's internal procurement policies.

II. AUTHORIZED REPRESENTATIVES

The following will act as the designated Representatives authorized to administer activities to include, but not limited to, notices, consents, approvals, requests, or other general communications provided for or permitted under this MOU. The designated Party Representatives are:

AUTHORIZED REPRESENTATIVES	
Sutton County	Sutton County Civic Center
Name:	Name:
Title:	Title:
XXXX County	Other Entity Name:
Address:	Address:
City, State, Zip Code:	City/State, Zip Code:
Phone:	Phone:
Email:	Email:

Either Party may change its designated Representative by providing written notice to the other Party at least ten (10) calendar days prior to the change.

III. COUNTY'S RESPONSIBILITIES

- A. The County shall endeavor to execute its ARPA/SLFRF responsibilities in a timely and efficient manner.
- B. The County shall be the repository of all receipts and documentation pertinent to the ARPA/SLFRF funds and furnish such to Treasury upon its request.
- C. The County shall comply with all federal, state, local, and ARPA/SLFRF procurement policies, as applicable.

IV. OTHER PARTY'S RESPONSIBILITIES

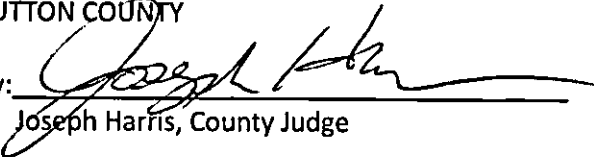
- A. The Other Party shall endeavor to execute its ARPA/SLFRF responsibilities in a timely and efficient manner.
- B. The Other Party shall comply with all federal, state, local, and ARPA/SLFRF procurement policies, as applicable, and abide by all guidance documents applicable to this MOU, including, without limitation:
 - a. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
 - b. The Federal Register;
 - c. The U.S. Department of the Treasury publications and other guidance documents, including the ARPA Required Provisions outlined in Exhibit B; and
 - d. Exhibits included in this Memorandum of Understanding.
- C. The Other Party shall complete all items and deliverables described in the Purpose/Scope of Work and make all payments related to such by or before December 31, 2026.

V. TERMS OF AGREEMENT

- A. **Term.** This MOU shall be effective as of the date signed by the last Party. The obligations of the Parties will end on December 31, 2026. The expenditures outlined in the Purpose/Scope of Work are effective on October 28, 2024, through December 31, 2026. Unless extended or waived by Treasury, it is understood at the time of this MOU, that no ARPA/SLFRF expenditures are allowed beyond December 31, 2026.
- B. **Amendment.** The County or Other Party may amend this agreement at any time provided that such amendment(s) make specific reference to this MOU and are executed in writing and signed by a duly authorized representative of both Parties. Such amendment(s) shall not invalidate this MOU, nor relieve or release either Party from its obligations under this MOU. Amendments must comply with guidance published in Treasury's Obligation Interim Final Rule or FAQ 17.16.
- C. **Termination.** This MOU may be terminated if deemed necessary by either Party upon thirty (30) days' written notice to the other Party. All ARPA/SLFRF funds must be fully obligated by December 31, 2024, and will be subject to recapture or return to Treasury if termination occurs after December 31, 2024.

IN WITNESS, WHEREOF, the County and the Civic Center have executed this MOU as of the date first above written.

SUTTON COUNTY

By: 
Joseph Harris, County Judge

ATTEST:

By: _____
Pam Thorp, County Clerk

SUTTON COUNTY CIVIC CENTER

ATTEST:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date Signed

Date Signed

Printed Name

Title

Date Signed

Printed Name

Title

Date Signed

EXHIBIT A – REFERENCES

SLFRF FAQs (treasury.gov) (As of March 29, 2024)

Excerpts of applicable sections follow:

17.6. Does an interagency agreement between departments and agencies within a recipient's government constitute an obligation?

Treasury considers an interagency agreement, including an agreement in the form of a memorandum of understanding (MOU), to constitute a "transaction requiring payment" like a contract or subaward and therefore an obligation for purposes of the SLFRF rule, if the agreement satisfies one of the following conditions:

- it imposes conditions on the use of funds by the agency, department, or part of government receiving funds to carry out the program;
- it governs the provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds; or
- it governs the procurement of goods or services by one agency, department, or part of government from another

and the agreement also satisfies each of the following conditions:

- it sets forth specific requirements, such as a scope of work and project deliverables;
- it is signed by the parties to the agreement, or otherwise evidence that each party has assented to the agreement; and
- it does not disclaim any binding effect or state that it does not create rights or obligations.

Examples of interagency agreements Treasury would consider obligations include the following:

- If the Office of the Governor of a state has authority over the disposition of federal financial assistance available to the state, an MOU between the Office of the Governor and the state department of education pursuant to which the Governor agrees to fund the department to carry out a summer program to address learning loss related to the pandemic through 2026, including the coverage of payroll for time spent on the program.
- If a city council has appropriated a certain amount of funds for a public safety initiative to be administered by the city's executive branch through fiscal year 2025, an agreement between the city's Chief Executive and the city's public safety department under which the department agrees to comply with reporting and recordkeeping requirements that facilitate the city's compliance with SLFRF program requirements.
- If a county's legislative body has made SLFRF revenue loss funds available to their housing agency for coverage of its operating costs through fiscal year 2026, an agreement with the county's department of technology under which the housing agency procures IT services from the county's department of technology.
- If a Tribal council has made SLFRF funds available to the social services department to cover the operational costs of an elder care program through December 31, 2026, an agreement with the department under which the social services department agrees to perform and complete in a satisfactory and proper manner the scope of work specified in accordance with the SLFRF award terms and conditions.

17.7. May a recipient use SLFRF funds to cover personnel costs between January 1, 2025, and December 31, 2026?

Treasury will consider a recipient to have incurred an obligation with respect to personnel costs for an employee through December 31, 2026, to the extent the employee is serving in a position that was established and filled prior to December 31, 2024.

Accordingly, funds may be used to cover such personnel costs if doing so would fall within the scope of an eligible use of SLFRF, such as payroll costs for state employees overseeing contracts for broadband projects or county employees overseeing affordable housing projects.

Personnel costs for this purpose include all salary and wages, covered benefits, 11 and payroll taxes for such positions, as in effect at the time of payment.

In the event of turnover of personnel, recipients may continue to pay different personnel in the same job position to the extent that the position in question was established and filled prior to December 31, 2024. Recipients may also reorganize positions within the scope of an eligible use of SLFRF after December 31, 2024, but may not use funds to cover any new positions after that date. For example, if an eligible project has filled ten job training specialist positions by December 31, 2024, the recipient may use funds to cover payroll for one of those training specialists who is promoted to supervise the other specialists after December 31, 2024, so long as there are no more than ten positions covered through SLFRF funds in total.

Recipients may estimate the amount that may be necessary to cover personnel costs through the expenditure period, report that estimate to Treasury, and retain those funds to pay personnel costs covered by the estimate, as discussed further in FAQ 17.8.

17.16. Under what circumstances may a recipient use SLFRF to cover cost increases attributable to a contract that is entered into by December 31, 2024?

In general, recipients cannot re-obligate funds or obligate additional SLFRF funds after the obligation deadline of December 31, 2024. However, if a contract entered by December 31, 2024, expressly provides for change orders or contract contingencies, the recipient may use SLFRF funds to cover increased costs attributable to such change orders or contract contingencies. Such increased costs are not considered new obligations but are instead attributable to a preexisting obligation to accommodate the change or contingency.

Additionally, recipients may cover the cost of amendments to contracts if the amended contract is within substantially the same scope and for substantially the same purpose as the contract that was incurred by December 31, 2024. This flexibility is consistent with recipients' ability to terminate a contract for convenience and to use SLFRF funds for costs associated with change orders and contingencies that are contemplated by their contracts and subawards.

Based on comments received from recipients, and for the reasons discussed above, Treasury is providing this guidance as an update to the prior statement in the Obligation IFR that recipients could not use SLFRF funds after the obligation deadline to cover a cost increase associated with a contract amendment.

Recipients may estimate the amount that may be necessary to cover changes or contingencies through the expenditure period, include that amount in the amount of the final obligation for the project that is reported to Treasury as of December 31, 2024, and retain those funds to pay costs covered by the estimate. Recipients providing such an estimate will not be required to return such funds to Treasury after 2024 assuming that they are ultimately expended for an eligible purpose. The SLFRF Compliance and Reporting Guidance will be updated to provide additional information on reporting requirements associated with this option.

Recipients may also cover contract cost increases after December 31, 2024, in the scenarios outlined above using (1) SLFRF funds that the recipient does not use as initially reported to cover particular projects, for example if a reported project is performed under budget or is determined to be an ineligible activity (as discussed further in FAQ 17.19), or (2) program income (as discussed in FAQ 17.21).

EXHIBIT B – ARPA REQUIRED PROVISIONS

CFR 200.327 Contract provisions. The Non-Federal Entity’s contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal Entity’s contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of “federally assisted construction contract” in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.</u>, p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <u>41 CFR part 60</u>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The {recipient} hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State</p>		

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>		
<p>>\$10,000,000 for ARPA but State Provision Applies at any amount and/or</p> <p>>\$2,000 for CDBG/Braided Funds Projects</p> <p>See TX Prevailing Wage Laws</p>	<p>Davis-Bacon Act, as amended (<u>40 U.S.C. 3141-3148</u>). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<u>40 U.S.C. 3141-3144</u>, and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p> <p>The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u>, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>	<p>Contractor RFP/IFB Subrecipients</p>
<p>>\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a</p>	<p>2 CFR 200 APPENDIX II (E)</p>	<p>Contractor RFP/IFB Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <u>40 U.S.C. 3704</u> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.		
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>See 2 CFR §200.323 - Procurement of Recovered Materials.</p> <p>Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.</p> <p>i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—</p> <ol style="list-style-type: none"> 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. <p>ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.</p> <p>iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”</p>	<p>2 CFR 200 APPENDIX II (J)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
	<p>See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment</p> <p>(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity</p>	<p>2 CFR 200 APPENDIX II (K)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p>		
	<p>See 2 CFR §200.322 - Domestic Preferences for Procurements.</p> <p>(a) As appropriate and to the extent consistent with law, the Non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>(b) For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200 APPENDIX II (L)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
	<p>Additional 2 CFR 200 references & Other Regulations</p>		
<p>None</p>	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	<p>2 CFR 200.112</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
<p>None</p>	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p>	<p>2 CFR 200.321</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>		
>\$10,000	<p>An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.</p> <p>Applicable NFEs must include a contract provision requiring compliance with this requirement.</p> <p>This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.</p> <p>Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.</p>	2 CFR 200.323	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting</p>	2 CFR 200.334	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p>		
None	<p>The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
For Critical Infrastructure Projects	<p>PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE.</p> <p>PROHIBITED CONTRACTS.</p> <p>(a) A governmental entity may not enter into a contract or other agreement relating</p>	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	<p>Subrecipients</p> <p>EC 6.1 Awardees</p>

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>to critical infrastructure in this state with a company:</p> <p>(1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and</p> <p>(2) if the governmental entity knows that the company is:</p> <p>(A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:</p> <p>(i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(B) headquartered in China, Iran, North Korea, Russia, or a designated country.</p> <p>(b) The prohibition described by Subsection (a) applies regardless of whether:</p> <p>(1) the company's or its parent company's securities are publicly traded; or</p> <p>(2) the company or its parent company is listed on a public stock exchange as:</p> <p>(A) a Chinese, Iranian, North Korean, or Russian company; or</p> <p>(B) a company of a designated country.</p>		
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
	ARPA Terms & Conditions		
ARPA Terms, Conditions, & Records	<p>1. Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No.	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	<p>4. Maintenance of and Access to Records</p> <p>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.</p> <p>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	<p>9. Compliance with Applicable Law and Regulations.</p> <p>a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.</p> <p>b. Federal regulations applicable to this award include, without limitation, the following:</p> <p>i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</p> <ul style="list-style-type: none"> ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference. iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference. iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19. v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference. vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only) vii. New Restrictions on Lobbying, 31 CFR Part 21. viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations. ix. Generally applicable federal environmental laws and regulations. <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <ul style="list-style-type: none"> i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto. 		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b),	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	assistance.	603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office;	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<ul style="list-style-type: none"> iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>		
ARPA Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 28th day of October 2024, by and between **Sutton County**, (hereinafter referred to as "County", and **Sutton County Courthouse**, hereinafter referred to as "Other Party". The County and Other Party are sometimes referred to as a "Party" and collectively "Parties."

The following recitals are incorporated in and made a part of this MOU:

WHEREAS, on January 6, 2022, the U.S. Department of the Treasury ("Treasury") issued the Final Rule to implement Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program following adoption of the American Rescue Plan Act (ARPA) in 2021; and

WHEREAS, on August 10, 2023, Treasury released an Interim Final Rule implementing new eligible uses; and

WHEREAS, the Obligation Interim Final Rule (Obligation IFR) followed in November 2023, that clarified the definition of "obligation" for the SLFRF program and provided related guidance to give additional flexibility and clarity to recipients to support their use of SLFRF funds; and

WHEREAS, on March 29, 2024, Treasury issued FAQ 17.6 to further clarify the definition of Obligation and considers an interagency agreement, including an agreement in the form of an MOU, to constitute a "transaction requiring payment" similar to a contract or subaward and therefore an obligation for purposes of the SLFRF rule if the agreement satisfies certain conditions; and

WHEREAS, the County was awarded SLFRF funds by Treasury which were distributed to the County from ARPA for covered costs and eligible expenses to be incurred/obligated between March 3, 2021 and December 31, 2024. These funds must be expended by December 31, 2026, except for costs incurred for expanded surface transportation and Title I projects which must also be obligated by December 31, 2024, and expended by September 30, 2026, as outlined in the Interim Final Rule (August 2023); and

WHEREAS, the County desires to disburse funds to the Other Party to perform maintenance, improvements and upgrades to the elevator and its services in connection therewith as set forth in this MOU and in the Purpose/Scope of Work described herein; and

WHEREAS, the Other Party has represented to the County that it is duly qualified, eligible, and willing to provide maintenance, improvements and upgrades and oversight services identified herein and, in the Purpose, /Scope of Work; and

WHEREAS, according to FAQ 17.7, recipients may use SLFRF funds to pay certain personnel costs for positions that are established and filled by December 31, 2024, pursuant to an interagency agreement, including an agreement in the form of an MOU, if the agreement satisfies certain conditions identified in FAQ 17.6; and

NOW, THEREFORE, in consideration of the foregoing recitals and terms and conditions set forth herein, and funding allocated in an amount not to exceed Thirty-Nine Thousand and Forty-Two Dollars (\$39,042) as herein below set forth, the Parties agree as follows:

I. PURPOSE/SCOPE OF WORK

The SLFRF funds, in addition to other County funds over and above the ARPA obligated amount, will be used to fund the maintenance, improvements and upgrades to the Sutton County Courthouse Elevator System located at the property located at 300 East Oak, Sonora, TX 76950 ("the Project"). The Project will be supervised by the Other Party, and the Other Party will be responsible for the oversight of the maintenance and inspection services.

Included within the duty to oversee the Project, the Other Party will coordinate with the Sutton County Judge, Commissioner's Court and others to develop the finalized features of the project.

The elevator servicer and other necessary vendors shall be responsible for performing turn-key services for the Project, to complete the maintenance, improvement and upgrade needed for the elevator system.

For the Project, the County's obligation of SLFRF funds shall be expended firstly, with County and/or other funds to be utilized after the expenditure of the County's remaining SLFRF funds.

The Other Party will be responsible for guiding the procurement and implementation of the maintenance and inspection including, but not limited to, the City's remaining un-obligated SLFRF/ARPA allocation of \$39,042. Acquisition of all services, and any other goods necessary to carry out the Project, shall be in accordance with applicable state law and the County's internal procurement policies.

II. AUTHORIZED REPRESENTATIVES

The following will act as the designated Representatives authorized to administer activities to include, but not limited to, notices, consents, approvals, requests, or other general communications provided for or permitted under this MOU. The designated Party Representatives are:

AUTHORIZED REPRESENTATIVES	
Sutton County	Sutton County Courthouse
Name:	Name:
Title:	Title:
XXXX County	Other Entity Name:
Address:	Address:
City, State, Zip Code:	City/State, Zip Code:
Phone:	Phone:
Email:	Email:

Either Party may change its designated Representative by providing written notice to the other Party at least ten (10) calendar days prior to the change.

III. COUNTY'S RESPONSIBILITIES

- A. The County shall endeavor to execute its ARPA/SLFRF responsibilities in a timely and efficient manner.
- B. The County shall be the repository of all receipts and documentation pertinent to the ARPA/SLFRF funds and furnish such to Treasury upon its request.
- C. The County shall comply with all federal, state, local, and ARPA/SLFRF procurement policies, as applicable.
- D. The County shall serve as the primary contact in all matters pertaining to the ARPA/SLFRF funds and the conduit for communication between itself, Treasury, and the Other Party.

IV. OTHER PARTY'S RESPONSIBILITIES


- A. The Other Party shall endeavor to execute its ARPA/SLFRF responsibilities in a timely and efficient manner.
- B. The Other Party shall comply with all federal, state, local, and ARPA/SLFRF procurement policies, as applicable, and abide by all guidance documents applicable to this MOU, including, without limitation:
 - a. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
 - b. The Federal Register;
 - c. The U.S. Department of the Treasury publications and other guidance documents, including the ARPA Required Provisions outlined in Exhibit B; and
 - d. Exhibits included in this Memorandum of Understanding.
- C. The Other Party shall complete all items and deliverables described in the Purpose/Scope of Work and make all payments related to such by or before December 31, 2026.

V. TERMS OF AGREEMENT

- A. **Term.** This MOU shall be effective as of the date signed by the last Party. The obligations of the Parties will end on December 31, 2026. The expenditures outlined in the Purpose/Scope of Work are effective on October 28, 2024, through December 31, 2026. Unless extended or waived by Treasury, it is understood at the time of this MOU, that no ARPA/SLFRF expenditures are allowed beyond December 31, 2026.
- B. **Amendment.** The County or Other Party may amend this agreement at any time provided that such amendment(s) make specific reference to this MOU and are executed in writing and signed by a duly authorized representative of both Parties. Such amendment(s) shall not invalidate this MOU, nor relieve or release either Party from its obligations under this MOU. Amendments must comply with guidance published in Treasury's Obligation Interim Final Rule or FAQ 17.16.
- C. **Termination.** This MOU may be terminated if deemed necessary by either Party upon thirty (30) days' written notice to the other Party. All ARPA/SLFRF funds must be fully obligated by December 31, 2024, and will be subject to recapture or return to Treasury if termination occurs after December 31, 2024.

IN WITNESS, WHEREOF, the County and the Civic Center have executed this MOU as of the date first above written.

SUTTON COUNTY

By: 
Joseph Harris, County Judge

ATTEST:

By: _____
Pam Thorp, County Clerk

SUTTON COUNTY COURTHOUSE

ATTEST:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date Signed

Date Signed

Date Signed

Date Signed

EXHIBIT A – REFERENCES
SLFRF FAQs (treasury.gov) (As of March 29, 2024)

Excerpts of applicable sections follow:

17.6. Does an interagency agreement between departments and agencies within a recipient’s government constitute an obligation?

Treasury considers an interagency agreement, including an agreement in the form of a memorandum of understanding (MOU), to constitute a “transaction requiring payment” like a contract or subaward and therefore an obligation for purposes of the SLFRF rule, if the agreement satisfies one of the following conditions:

- it imposes conditions on the use of funds by the agency, department, or part of government receiving funds to carry out the program;
- it governs the provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds; or
- it governs the procurement of goods or services by one agency, department, or part of government from another

and the agreement also satisfies each of the following conditions:

- it sets forth specific requirements, such as a scope of work and project deliverables;
- it is signed by the parties to the agreement, or otherwise evidence that each party has assented to the agreement; and
- it does not disclaim any binding effect or state that it does not create rights or obligations.

Examples of interagency agreements Treasury would consider obligations include the following:

- If the Office of the Governor of a state has authority over the disposition of federal financial assistance available to the state, an MOU between the Office of the Governor and the state department of education pursuant to which the Governor agrees to fund the department to carry out a summer program to address learning loss related to the pandemic through 2026, including the coverage of payroll for time spent on the program.
- If a city council has appropriated a certain amount of funds for a public safety initiative to be administered by the city’s executive branch through fiscal year 2025, an agreement between the city’s Chief Executive and the city’s public safety department under which the department agrees to comply with reporting and recordkeeping requirements that facilitate the city’s compliance with SLFRF program requirements.
- If a county’s legislative body has made SLFRF revenue loss funds available to their housing agency for coverage of its operating costs through fiscal year 2026, an agreement with the county’s department of technology under which the housing agency procures IT services from the county’s department of technology.
- If a Tribal council has made SLFRF funds available to the social services department to cover the operational costs of an elder care program through December 31, 2026, an agreement with the department under which the social services department agrees to perform and complete in a satisfactory and proper manner the scope of work specified in accordance with the SLFRF award terms and conditions.

17.7. May a recipient use SLFRF funds to cover personnel costs between January 1, 2025, and December 31, 2026?

Treasury will consider a recipient to have incurred an obligation with respect to personnel costs for an employee through December 31, 2026, to the extent the employee is serving in a position that was established and filled prior to December 31, 2024.

Accordingly, funds may be used to cover such personnel costs if doing so would fall within the scope of an eligible use of SLFRF, such as payroll costs for state employees overseeing contracts for broadband projects or county employees overseeing affordable housing projects.

Personnel costs for this purpose include all salary and wages, covered benefits, 11 and payroll taxes for such positions, as in effect at the time of payment.

In the event of turnover of personnel, recipients may continue to pay different personnel in the same job position to the extent that the position in question was established and filled prior to December 31, 2024. Recipients may also reorganize positions within the scope of an eligible use of SLFRF after December 31, 2024, but may not use funds to cover any new positions after that date. For example, if an eligible project has filled ten job training specialist positions by December 31, 2024, the recipient may use funds to cover payroll for one of those training specialists who is promoted to supervise the other specialists after December 31, 2024, so long as there are no more than ten positions covered through SLFRF funds in total.

Recipients may estimate the amount that may be necessary to cover personnel costs through the expenditure period, report that estimate to Treasury, and retain those funds to pay personnel costs covered by the estimate, as discussed further in FAQ 17.8.

17.16. Under what circumstances may a recipient use SLFRF to cover cost increases attributable to a contract that is entered into by December 31, 2024?

In general, recipients cannot re-obligate funds or obligate additional SLFRF funds after the obligation deadline of December 31, 2024. However, if a contract entered by December 31, 2024, expressly provides for change orders or contract contingencies, the recipient may use SLFRF funds to cover increased costs attributable to such change orders or contract contingencies. Such increased costs are not considered new obligations but are instead attributable to a preexisting obligation to accommodate the change or contingency.

Additionally, recipients may cover the cost of amendments to contracts if the amended contract is within substantially the same scope and for substantially the same purpose as the contract that was incurred by December 31, 2024. This flexibility is consistent with recipients' ability to terminate a contract for convenience and to use SLFRF funds for costs associated with change orders and contingencies that are contemplated by their contracts and subawards.

Based on comments received from recipients, and for the reasons discussed above, Treasury is providing this guidance as an update to the prior statement in the Obligation IFR that recipients could not use SLFRF funds after the obligation deadline to cover a cost increase associated with a contract amendment.

Recipients may estimate the amount that may be necessary to cover changes or contingencies through the expenditure period, include that amount in the amount of the final obligation for the project that is reported to Treasury as of December 31, 2024, and retain those funds to pay costs covered by the estimate. Recipients providing such an estimate will not be required to return such funds to Treasury after 2024 assuming that they are ultimately expended for an eligible purpose. The SLFRF Compliance and Reporting Guidance will be updated to provide additional information on reporting requirements associated with this option.

Recipients may also cover contract cost increases after December 31, 2024, in the scenarios outlined above using (1) SLFRF funds that the recipient does not use as initially reported to cover particular projects, for example if a reported project is performed under budget or is determined to be an ineligible activity (as discussed further in FAQ 17.19), or (2) program income (as discussed in FAQ 17.21).

EXHIBIT B – ARPA REQUIRED PROVISIONS

CFR 200.327 Contract provisions. The Non-Federal Entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal Entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State</p>		

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	<p>or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>		
<p>>\$10,000,000 for ARPA but State Provision Applies at any amount and/or</p> <p>>\$2,000 for CDBG/Braided Funds Projects</p> <p>See TX Prevailing Wage Laws</p>	<p>Davis-Bacon Act, as amended (<u>40 U.S.C. 3141-3148</u>). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<u>40 U.S.C. 3141-3144</u>, and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p> <p>The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u>, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>	<p>Contractor RFP/IFB Subrecipients</p>
<p>>\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a</p>	<p>2 CFR 200 APPENDIX II (E)</p>	<p>Contractor RFP/IFB Subrecipients</p>

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	standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.		
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients

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	<p>See 2 CFR §200.323 - Procurement of Recovered Materials.</p> <p>Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.</p> <p>i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—</p> <ol style="list-style-type: none"> 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. <p>ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.</p> <p>iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the “Solid Waste Disposal Act.”</p>	<p>2 CFR 200 APPENDIX II (J)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
	<p>See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment</p> <p>(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity</p>	<p>2 CFR 200 APPENDIX II (K)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>

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	<p>owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p>		
	<p>See 2 CFR §200.322 - Domestic Preferences for Procurements.</p> <p>(a) As appropriate and to the extent consistent with law, the Non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>(b) For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200 APPENDIX II (L)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
	<p>Additional 2 CFR 200 references & Other Regulations</p>		
<p>None</p>	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	<p>2 CFR 200.112</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
<p>None</p>	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p>	<p>2 CFR 200.321</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>

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	<p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>		
>\$10,000	<p>An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.</p> <p>Applicable NFEs must include a contract provision requiring compliance with this requirement.</p> <p>This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.</p> <p>Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.</p>	2 CFR 200.323	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting</p>	2 CFR 200.334	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

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	<p>computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p>		
None	<p>The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
For Critical Infrastructure Projects	<p>PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE.</p> <p>PROHIBITED CONTRACTS.</p> <p>(a) A governmental entity may not enter into a contract or other agreement relating</p>	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	<p>Subrecipients</p> <p>EC 6.1 Awardees</p>

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	<p>to critical infrastructure in this state with a company:</p> <p>(1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and</p> <p>(2) if the governmental entity knows that the company is:</p> <p>(A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:</p> <p>(i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(B) headquartered in China, Iran, North Korea, Russia, or a designated country.</p> <p>(b) The prohibition described by Subsection (a) applies regardless of whether:</p> <p>(1) the company's or its parent company's securities are publicly traded; or</p> <p>(2) the company or its parent company is listed on a public stock exchange as:</p> <p>(A) a Chinese, Iranian, North Korean, or Russian company; or</p> <p>(B) a company of a designated country.</p>		
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
	ARPA Terms & Conditions		
ARPA Terms, Conditions, & Records	<p>1. Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No.	Subrecipients

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		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	<p>4. Maintenance of and Access to Records</p> <p>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.</p> <p>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	<p>9. Compliance with Applicable Law and Regulations.</p> <p>a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.</p> <p>b. Federal regulations applicable to this award include, without limitation, the following:</p> <p>i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</p> <p>ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.</p> <p>iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.</p> <p>iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19.</p> <p>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</p> <p>vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only)</p> <p>vii. New Restrictions on Lobbying, 31 CFR Part 21.</p> <p>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</p> <p>ix. Generally applicable federal environmental laws and regulations.</p> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <p>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;</p> <p>ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;</p> <p>iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;</p> <p>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</p> <p>v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.</p>		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b),	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	assistance.	603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office;	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<ul style="list-style-type: none"> iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>		
ARPA Terms, Conditions, & Records	17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 28th day of October 2024, by and between **Sutton County**, (hereinafter referred to as "County", and **Sutton County Truck Scale**, hereinafter referred to as "Other Party". The County and Other Party are sometimes referred to as a "Party" and collectively "Parties."

The following recitals are incorporated in and made a part of this MOU:

WHEREAS, on January 6, 2022, the U.S. Department of the Treasury ("Treasury") issued the Final Rule to implement Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program following adoption of the American Rescue Plan Act (ARPA) in 2021; and

WHEREAS, on August 10, 2023, Treasury released an Interim Final Rule implementing new eligible uses; and

WHEREAS, the Obligation Interim Final Rule (Obligation IFR) followed in November 2023, that clarified the definition of "obligation" for the SLFRF program and provided related guidance to give additional flexibility and clarity to recipients to support their use of SLFRF funds; and

WHEREAS, on March 29, 2024, Treasury issued FAQ 17.6 to further clarify the definition of Obligation and considers an interagency agreement, including an agreement in the form of an MOU, to constitute a "transaction requiring payment" similar to a contract or subaward and therefore an obligation for purposes of the SLFRF rule if the agreement satisfies certain conditions; and

WHEREAS, the County was awarded SLFRF funds by Treasury which were distributed to the County from ARPA for covered costs and eligible expenses to be incurred/obligated between March 3, 2021 and December 31, 2024. These funds must be expended by December 31, 2026, except for costs incurred for expanded surface transportation and Title I projects which must also be obligated by December 31, 2024, and expended by September 30, 2026, as outlined in the Interim Final Rule (August 2023); and

WHEREAS, the County desires to disburse funds to the Other Party to perform the yearly (2025 and 2026) state required maintenance and inspection services and in connection therewith as set forth in this MOU and in the Purpose/Scope of Work described herein; and

WHEREAS, the Other Party has represented to the County that it is duly qualified, eligible, and willing to provide yearly (2025 and 2026) state required maintenance and inspection services identified herein and, in the Purpose, /Scope of Work; and

WHEREAS, according to FAQ 17.7, recipients may use SLFRF funds to pay certain personnel costs for positions that are established and filled by December 31, 2024, pursuant to an interagency agreement, including an agreement in the form of an MOU, if the agreement satisfies certain conditions identified in FAQ 17.6; and

NOW, THEREFORE, in consideration of the foregoing recitals and terms and conditions set forth herein, and funding allocated in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) as herein below set forth, the Parties agree as follows:

I. PURPOSE/SCOPE OF WORK

The SLFRF funds, in addition to other County funds over and above the ARPA obligated amount, will be used to fund the maintenance and inspection services to the Sutton County Truck Scale located at the property located at 708 US Hwy 277 N., Sonora, TX 76950 ("the Project"). The Project will be supervised by the Other Party, and the Other Party will be responsible for the oversight of the maintenance and inspection services.

Included within the duty to oversee the Project, the Other Party will coordinate with the Sutton County Judge,

Commissioner's Court and others to develop the finalized features of the project.

The annual maintenance vendor, and the inspection company shall be responsible for performing turn-key services for the Project, to complete the county's truck scale yearly maintenance and the inspection certification needed for the truck scale.

For the Project, the County's obligation of SLFRF funds shall be expended firstly, with County and/or other funds to be utilized after the expenditure of the County's remaining SLFRF funds.

The Other Party will be responsible for guiding the procurement and implementation of the maintenance and inspection including, but not limited to, the City's remaining un-obligated SLFRF/ARPA allocation of \$20,000.00. Acquisition of all services, and any other goods necessary to carry out the Project, shall be in accordance with applicable state law and the County's internal procurement policies.

II. AUTHORIZED REPRESENTATIVES

The following will act as the designated Representatives authorized to administer activities to include, but not limited to, notices, consents, approvals, requests, or other general communications provided for or permitted under this MOU. The designated Party Representatives are:

AUTHORIZED REPRESENTATIVES	
Sutton County	Sutton County Truck Scale
Name:	Name:
Title:	Title:
XXXX County	Other Entity Name:
Address:	Address:
City, State, Zip Code:	City/State, Zip Code:
Phone:	Phone:
Email:	Email:

Either Party may change its designated Representative by providing written notice to the other Party at least ten (10) calendar days prior to the change.

III. COUNTY'S RESPONSIBILITIES

- A. The County shall endeavor to execute its ARPA/SLFRF responsibilities in a timely and efficient manner.
- B. The County shall be the repository of all receipts and documentation pertinent to the ARPA/SLFRF funds and furnish such to Treasury upon its request.
- C. The County shall comply with all federal, state, local, and ARPA/SLFRF procurement policies, as applicable.
- D. The County shall serve as the primary contact in all matters pertaining to the ARPA/SLFRF funds and the conduct for communication between itself, Treasury, and the Other Party.

IV. OTHER PARTY'S RESPONSIBILITIES

- A. The Other Party shall endeavor to execute its ARPA/SLFRF responsibilities in a timely and efficient manner.
- B. The Other Party shall comply with all federal, state, local, and ARPA/SLFRF procurement policies, as applicable, and abide by all guidance documents applicable to this MOU, including, without limitation:
 - a. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
 - b. The Federal Register;
 - c. The U.S. Department of the Treasury publications and other guidance documents, including the ARPA Required Provisions outlined in Exhibit B; and
 - d. Exhibits included in this Memorandum of Understanding.
- C. The Other Party shall complete all items and deliverables described in the Purpose/Scope of Work and make all payments related to such by or before December 31, 2026.

V. TERMS OF AGREEMENT

- A. **Term.** This MOU shall be effective as of the date signed by the last Party. The obligations of the Parties will end on December 31, 2026. The expenditures outlined in the Purpose/Scope of Work are effective on October 28, 2024, through December 31, 2026. Unless extended or waived by Treasury, it is understood at the time of this MOU, that no ARPA/SLFRF expenditures are allowed beyond December 31, 2026.
- B. **Amendment.** The County or Other Party may amend this agreement at any time provided that such amendment(s) make specific reference to this MOU and are executed in writing and signed by a duly authorized representative of both Parties. Such amendment(s) shall not invalidate this MOU, nor relieve or release either Party from its obligations under this MOU. Amendments must comply with guidance published in Treasury's Obligation Interim Final Rule or FAQ 17.16.
- C. **Termination.** This MOU may be terminated if deemed necessary by either Party upon thirty (30) days' written notice to the other Party. All ARPA/SLFRF funds must be fully obligated by December 31, 2024, and will be subject to recapture or return to Treasury if termination occurs after December 31, 2024.

IN WITNESS, WHEREOF, the County and the Civic Center have executed this MOU as of the date first above written.

SUTTON COUNTY

ATTEST:

By: _____
Joseph Harris, County Judge

By: _____
_____, County Clerk

SUTTON COUNTY TRUCK SCALE

ATTEST:

Signature

Signature

Printed Name

Printed Name

Title

Date Signed

Title

Date Signed

EXHIBIT A – REFERENCES

SLFRF FAQs (treasury.gov) (As of March 29, 2024)

Excerpts of applicable sections follow:

17.6. Does an interagency agreement between departments and agencies within a recipient's government constitute an obligation?

Treasury considers an interagency agreement, including an agreement in the form of a memorandum of understanding (MOU), to constitute a "transaction requiring payment" like a contract or subaward and therefore an obligation for purposes of the SLFRF rule, if the agreement satisfies one of the following conditions:

- it imposes conditions on the use of funds by the agency, department, or part of government receiving funds to carry out the program;
- it governs the provision of funds from one agency, department, or part of government to another to carry out an eligible use of SLFRF funds; or
- it governs the procurement of goods or services by one agency, department, or part of government from another

and the agreement also satisfies each of the following conditions:

- it sets forth specific requirements, such as a scope of work and project deliverables;
- it is signed by the parties to the agreement, or otherwise evidence that each party has assented to the agreement; and
- it does not disclaim any binding effect or state that it does not create rights or obligations.

Examples of interagency agreements Treasury would consider obligations include the following:

- If the Office of the Governor of a state has authority over the disposition of federal financial assistance available to the state, an MOU between the Office of the Governor and the state department of education pursuant to which the Governor agrees to fund the department to carry out a summer program to address learning loss related to the pandemic through 2026, including the coverage of payroll for time spent on the program.
- If a city council has appropriated a certain amount of funds for a public safety initiative to be administered by the city's executive branch through fiscal year 2025, an agreement between the city's Chief Executive and the city's public safety department under which the department agrees to comply with reporting and recordkeeping requirements that facilitate the city's compliance with SLFRF program requirements.
- If a county's legislative body has made SLFRF revenue loss funds available to their housing agency for coverage of its operating costs through fiscal year 2026, an agreement with the county's department of technology under which the housing agency procures IT services from the county's department of technology.
- If a Tribal council has made SLFRF funds available to the social services department to cover the operational costs of an elder care program through December 31, 2026, an agreement with the department under which the social services department agrees to perform and complete in a satisfactory and proper manner the scope of work specified in accordance with the SLFRF award terms and conditions.

17.7. May a recipient use SLFRF funds to cover personnel costs between January 1, 2025, and December 31, 2026?

Treasury will consider a recipient to have incurred an obligation with respect to personnel costs for an employee through December 31, 2026, to the extent the employee is serving in a position that was established and filled prior to December 31, 2024.

Accordingly, funds may be used to cover such personnel costs if doing so would fall within the scope of an eligible use of SLFRF, such as payroll costs for state employees overseeing contracts for broadband projects or county employees overseeing affordable housing projects.

Personnel costs for this purpose include all salary and wages, covered benefits, 11 and payroll taxes for such positions, as in effect at the time of payment.

In the event of turnover of personnel, recipients may continue to pay different personnel in the same job position to the extent that the position in question was established and filled prior to December 31, 2024. Recipients may also reorganize positions within the scope of an eligible use of SLFRF after December 31, 2024, but may not use funds to cover any new positions after that date. For example, if an eligible project has filled ten job training specialist positions by December 31, 2024, the recipient may use funds to cover payroll for one of those training specialists who is promoted to supervise the other specialists after December 31, 2024, so long as there are no more than ten positions covered through SLFRF funds in total.

Recipients may estimate the amount that may be necessary to cover personnel costs through the expenditure period, report that estimate to Treasury, and retain those funds to pay personnel costs covered by the estimate, as discussed further in FAQ 17.8.

17.16. Under what circumstances may a recipient use SLFRF to cover cost increases attributable to a contract that is entered into by December 31, 2024?

In general, recipients cannot re-obligate funds or obligate additional SLFRF funds after the obligation deadline of December 31, 2024. However, if a contract entered by December 31, 2024, expressly provides for change orders or contract contingencies, the recipient may use SLFRF funds to cover increased costs attributable to such change orders or contract contingencies. Such increased costs are not considered new obligations but are instead attributable to a preexisting obligation to accommodate the change or contingency.

Additionally, recipients may cover the cost of amendments to contracts if the amended contract is within substantially the same scope and for substantially the same purpose as the contract that was incurred by December 31, 2024. This flexibility is consistent with recipients' ability to terminate a contract for convenience and to use SLFRF funds for costs associated with change orders and contingencies that are contemplated by their contracts and subawards.

Based on comments received from recipients, and for the reasons discussed above, Treasury is providing this guidance as an update to the prior statement in the Obligation IFR that recipients could not use SLFRF funds after the obligation deadline to cover a cost increase associated with a contract amendment.

Recipients may estimate the amount that may be necessary to cover changes or contingencies through the expenditure period, include that amount in the amount of the final obligation for the project that is reported to Treasury as of December 31, 2024, and retain those funds to pay costs covered by the estimate. Recipients providing such an estimate will not be required to return such funds to Treasury after 2024 assuming that they are ultimately expended for an eligible purpose. The SLFRF Compliance and Reporting Guidance will be updated to provide additional information on reporting requirements associated with this option.

Recipients may also cover contract cost increases after December 31, 2024, in the scenarios outlined above using (1) SLFRF funds that the recipient does not use as initially reported to cover particular projects, for example if a reported project is performed under budget or is determined to be an ineligible activity (as discussed further in FAQ 17.19), or (2) program income (as discussed in FAQ 17.21).

EXHIBIT B – ARPA REQUIRED PROVISIONS

CFR 200.327 Contract provisions. The Non-Federal Entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The Non-Federal Entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as applicable.

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	2 CFR 200 Appendix II (A-L)		
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)	Contractor RFP/IFB Contractor RFQ Subrecipients
None	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.</u>, p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State</p>		

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	<p>or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipient agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>		
<p>>\$10,000,000 for ARPA but State Provision Applies at any amount and/or</p> <p>>\$2,000 for CDBG/Braided Funds Projects</p> <p>See TX Prevailing Wage Laws</p>	<p>Davis-Bacon Act, as amended (<u>40 U.S.C. 3141-3148</u>). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by Non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<u>40 U.S.C. 3141-3144</u>, and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p> <p>The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u>, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>	<p>Contractor RFP/IFB Subrecipients</p>
<p>>\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). Where applicable, all contracts awarded by the Non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a</p>	<p>2 CFR 200 APPENDIX II (E)</p>	<p>Contractor RFP/IFB Subrecipients</p>

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	standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <u>40 U.S.C. 3704</u> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.		
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the Non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)	Contractor RFP/IFB Contractor RFQ Subrecipients
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303	Contractor RFP/IFB Contractor RFQ Subrecipients

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	<p>See 2 CFR §200.323 - Procurement of Recovered Materials.</p> <p>Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.</p> <p>i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—</p> <ol style="list-style-type: none"> 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. <p>ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.</p> <p>iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."</p>	<p>2 CFR 200 APPENDIX II (J)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
	<p>See 2 CFR §200.216 - Prohibition on certain telecommunications and video surveillance services or equipment</p> <p>(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity</p>	<p>2 CFR 200 APPENDIX II (K)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>

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	<p>owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p>		
	<p>See 2 CFR §200.322 - Domestic Preferences for Procurements.</p> <p>(a) As appropriate and to the extent consistent with law, the Non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>(b) For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200 APPENDIX II (L)</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
	<p>Additional 2 CFR 200 references & Other Regulations</p>		
<p>None</p>	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The Non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	<p>2 CFR 200.112</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>
<p>None</p>	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p>	<p>2 CFR 200.321</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients</p>

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	<p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>		
>\$10,000	<p>An NFE (Non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.</p> <p>Applicable NFEs must include a contract provision requiring compliance with this requirement.</p> <p>This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.</p> <p>Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.</p>	2 CFR 200.323	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>Financial records, supporting documents, statistical records, and all other Non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon Non-Federal entities. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(b) When the Non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Non-Federal entity All records related to ARPA shall be maintained for 5 years per the ARPA terms and conditions and regulations. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting</p>	2 CFR 200.334	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>

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	<p>computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. All records related to ARPA shall be maintained for 5 years per the ARPA terms, conditions, and regulations.</p>		
None	<p>The Federal awarding agency and the Non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the Non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p>
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p>
For Critical Infrastructure Projects	<p>PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE.</p> <p>PROHIBITED CONTRACTS.</p> <p>(a) A governmental entity may not enter into a contract or other agreement relating</p>	Texas Government Code, Title 10, Subtitle F, Chapter 2274.0102	<p>Subrecipients</p> <p>EC 6.1 Awardees</p>

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	<p>to critical infrastructure in this state with a company:</p> <p>(1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and</p> <p>(2) if the governmental entity knows that the company is:</p> <p>(A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:</p> <p>(i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or</p> <p>(B) headquartered in China, Iran, North Korea, Russia, or a designated country.</p> <p>(b) The prohibition described by Subsection (a) applies regardless of whether:</p> <p>(1) the company's or its parent company's securities are publicly traded; or</p> <p>(2) the company or its parent company is listed on a public stock exchange as:</p> <p>(A) a Chinese, Iranian, North Korean, or Russian company; or</p> <p>(B) a company of a designated country.</p>		
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201	Contractor RFP/IFB Subrecipients
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.	Subrecipients
ARPA Terms & Conditions			
ARPA Terms, Conditions, & Records	<p>1. Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603(c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No.	Subrecipients

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		117-2; Section 602(b), 603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	<p>4. Maintenance of and Access to Records</p> <p>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.</p> <p>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 CFR § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	<p>9. Compliance with Applicable Law and Regulations.</p> <p>a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.</p> <p>b. Federal regulations applicable to this award include, without limitation, the following:</p> <p>i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such</p>	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<p>exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</p> <p>ii. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.</p> <p>iii. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.</p> <p>iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury’s implementing regulation at 31 CFR Part 19.</p> <p>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</p> <p>vi. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20. (Subrecipient Only)</p> <p>vii. New Restrictions on Lobbying, 31 CFR Part 21.</p> <p>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</p> <p>ix. Generally applicable federal environmental laws and regulations.</p> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <p>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;</p> <p>ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;</p> <p>iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;</p> <p>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</p> <p>v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.</p>		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient’s noncompliance with section 603 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b),	Subrecipients

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	assistance.	603(b) and/or 603(c) as applicable	
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government. a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government. b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	15. Disclaimer. a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	16. Protections for Whistleblowers. a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. b. The list of persons and entities referenced in the paragraph above includes the following: i. A member of Congress or a representative of a committee of Congress; ii. An Inspector General; iii. The Government Accountability Office;	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO
	<ul style="list-style-type: none"> iv. A Treasury employee responsible for contract or grant oversight or management; v. An authorized official of the Department of Justice or other law enforcement agency; vi. A court or grand jury; or vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>		
<p>ARPA Terms, Conditions, & Records</p>	<p>17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>
<p>ARPA Terms, Conditions, & Records</p>	<p>18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2; Section 602(b), 603(b) and/or 603(c) as applicable</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors</p>

SUTTON COUNTY APPRAISAL DISTRICT

300 EAST OAK STREET, SUITE 2

Sonora TX 76950

Phone: 325 387-2809

Fax: 325 387-2265

2024 TAX ROLL FOR SUTTON COUNTY

As assessor for Sutton County, in accordance with Sec. 26.09 (e) of the Texas Property Tax Code, I have entered the amount of tax as approved by the governing unit and submit it to the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll. The totals are true and correct to the best of my knowledge and belief.

<u>2024 TAX ROLL INFORMATION</u>	<u>GENERAL FUND</u>	<u>FM&FC FUND</u>
TOTAL NET TAXABLE VALUE	785,202,205	782,578,934
TOTAL FREEZE TAXABLE	44,484,047	43,489,547
TOTAL FREEZE ADJUSTED TAXABLE	740,718,158	739,089,387
ACTUAL TAX (FROZEN TAXES)	\$151,834.06	\$32,052.51
AG PENALTY	\$ 2,366.10	\$ 522.18
TAX LEVY	\$4,163,106.30	\$915,366.65

Mary Bustamante
Mary Bustamante, Chief Appraiser

10/04/2024
Date

We the undersigned in and for the above name entity, hereby approve the Tax Roll for 2024.

Witness our hand this 28th day of October 2024.

Joseph Han
Debbie Smith
Burrows

Lee C. Bloodworth

Trust Property Report

Trustee: City of Sonora, In Trust

Property Number: R101538

Address: 407 W 4th St

Legal Description: SONORA, BLOCK W37, LOT W/2 OF 4

Bid Amount: \$2,024.00

Current Appraised Value: \$21,150.00

Bidder: Clara Johnson

Fax . 325-387-2265

PURCHASE BID FOR SUTTON COUNTY TRUST PROPERTY

BID INFORMATION (please print or type)

Tax ID Number of property: 101538
Legal description of property: Sonora, Block W37,
lot w/2 of 4
Amount Bid: \$ 2,024.00

TERMS AND CONDITIONS:

1. All bids for the purchase of real property held in trust must be approved by all applicable taxing entities prior to the issuance of a tax deed to the approved bidder.
2. No bidder who currently owes delinquent taxes can receive a tax deed until all delinquent taxes have been paid in full. A taxing entity may elect to withhold its approval of a bid until the bidder has paid his/her delinquent taxes in full.
3. In the event a bidder is notified by the taxing entity that his/her bid has been approved by the appropriate taxing entities, he/she must tender a check or money order made payable to the SUTTON COUNTY CLERK in the amount of \$30.00 to cover the cost of recording the tax deed. Please note that the cost of recording is not controlled by the taxing entities and may change in the future.
4. All property held in trust by SUTTON County is sold AS-IS without any warranties, express or implied. ALL SALES ARE FINAL.

BIDDER INFORMATION

Name of Bidder: Clara E Johnson
Street Address: 331 W Avenue B
City, State, Zip: San Angelo TX 76903
Phone number: 325 895 2415
Signature of bidder: Clara E Johnson

Buton County Appraisal District
 PROPERTY 101538 R 09/09/1992
 Legal Description
 SONORA, BLOCK W37, LOT W/2 OF 4

OWNER ID
 10003217
 OWNERSHIP
 100.00%

PROPERTY APPRAISAL INFORMATION 2024
 CITY OF SONORA IN TRUST
 201 E MAIN
 SONORA, TX 76950

Values
 IMPROVEMENTS 13,650
 LAND MARKET + 7,500
 MARKET VALUE = 21,150
 PRODUCTIVITY LOSS - 0
 APPRAISED VALUE = 21,150

Entities
 01 100%
 01 100%
 02 100%
 03 100%
 05 100%
 06 100%
 CAD 100%

Ref ID: 01SONOW37 PT4 0001
 SONOW37 PT4 0001

ACRES:
 EFF. ACRES:

APPR VAL METHOD: Cost

STATUS 407 W 4TH ST

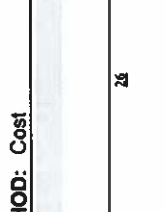
GENERAL

UTILITIES
 TOPOGRAPHY
 ROAD ACCESS
 ZONING
 BUILDING
 NEXT REASON
 REMARKS

LAST APPR. YR 2011
 LAST APPR. DATE 12/07/2022
 NEXT INSP. DATE 01/01/2026

BUILDING PERMITS
 PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO
 11/01/2022 ***** LAMB WILLIAM BYR SHER / #67914 /
 02/22/2016 ***** LAMB WM III SPECI / #62494 /



EX TOTAL EXEMPTIONS

APPR VAL METHOD: Cost

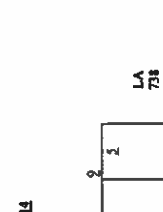
ASSESSED VALUE = 21,150

EXEMPTIONS

ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO

11/01/2022 ***** LAMB WILLIAM BYR SHER / #67914 /
 02/22/2016 ***** LAMB WM III SPECI / #62494 /



EXEMPTIONS

APPR VAL METHOD: Cost

ASSESSED VALUE = 21,150

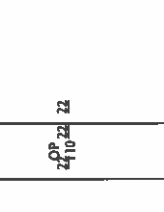
EXEMPTIONS

EXEMPTIONS

ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO

11/01/2022 ***** LAMB WILLIAM BYR SHER / #67914 /
 02/22/2016 ***** LAMB WM III SPECI / #62494 /



EXEMPTIONS

APPR VAL METHOD: Cost

ASSESSED VALUE = 21,150

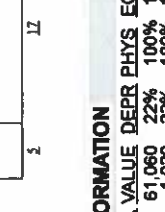
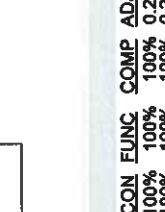
EXEMPTIONS

EXEMPTIONS

ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO

11/01/2022 ***** LAMB WILLIAM BYR SHER / #67914 /
 02/22/2016 ***** LAMB WM III SPECI / #62494 /



EXEMPTIONS

APPR VAL METHOD: Cost

ASSESSED VALUE = 21,150

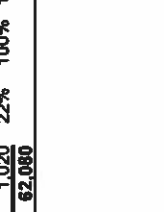
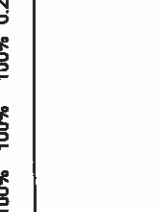
EXEMPTIONS

EXEMPTIONS

ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO

11/01/2022 ***** LAMB WILLIAM BYR SHER / #67914 /
 02/22/2016 ***** LAMB WM III SPECI / #62494 /



EXEMPTIONS

APPR VAL METHOD: Cost

ASSESSED VALUE = 21,150

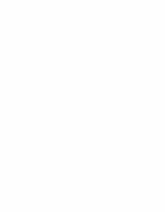
EXEMPTIONS

EXEMPTIONS

ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO

11/01/2022 ***** LAMB WILLIAM BYR SHER / #67914 /
 02/22/2016 ***** LAMB WM III SPECI / #62494 /



EXEMPTIONS

APPR VAL METHOD: Cost

ASSESSED VALUE = 21,150

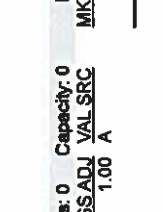
EXEMPTIONS

EXEMPTIONS

ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO

11/01/2022 ***** LAMB WILLIAM BYR SHER / #67914 /
 02/22/2016 ***** LAMB WM III SPECI / #62494 /



EXEMPTIONS

APPR VAL METHOD: Cost

ASSESSED VALUE = 21,150

EXEMPTIONS

EXEMPTIONS

ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO

11/01/2022 ***** LAMB WILLIAM BYR SHER / #67914 /
 02/22/2016 ***** LAMB WM III SPECI / #62494 /



EXEMPTIONS

APPR VAL METHOD: Cost

ASSESSED VALUE = 21,150

EXEMPTIONS

EXEMPTIONS

ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO

11/01/2022 ***** LAMB WILLIAM BYR SHER / #67914 /
 02/22/2016 ***** LAMB WM III SPECI / #62494 /



EXEMPTIONS

APPR VAL METHOD: Cost

ASSESSED VALUE = 21,150

EXEMPTIONS

EXEMPTIONS

Trust Property Report

Trustee: City of Sonora, In Trust

Property Number: R101033

Address: 306 Central Sinaloa

Legal Description: SINALOA, BLOCK E, LOT 10 & 11, IMP ONLY, MH LABEL#
PFS0618232 / PFS0618233

Bid Amount: \$5,100.00

Current Appraised Value: \$36,520.00

Bidder: Erasmo Lumbreras

PURCHASE BID FOR SUTTON COUNTY TRUST PROPERTY

BID INFORMATION (please print or type)

Tax ID Number of property: 101033

Legal description of property: Sinaloa Block E, Lot 10+11,

Improvement Only

Amount Bid: 5,100.00

TERMS AND CONDITIONS:

1. All bids for the purchase of real property held in trust must be approved by all applicable taxing entities prior to the issuance of a tax deed to the approved bidder.
2. No bidder who currently owes delinquent taxes can receive a tax deed until all delinquent taxes have been paid in full. A taxing entity may elect to withhold its approval of a bid until the bidder has paid his/her delinquent taxes in full.
3. In the event a bidder is notified by the taxing entity that his/her bid has been approved by the appropriate taxing entities, he/she must tender a check or money order made payable to the SUTTON COUNTY CLERK in the amount of \$30.00 to cover the cost of recording the tax deed. Please note that the cost of recording is not controlled by the taxing entities and may change in the future.
4. All property held in trust by SUTTON County is sold AS-IS without any warranties, express or implied. ALL SALES ARE FINAL.

BIDDER INFORMATION

Name of Bidder: Ermasmo Gumbierrez

Street Address: P.O. Box 786 311 Calle de Sanchez

City, State, Zip: SONORA TEXAS 76950

Phone number: 325-280-4208

Signature of bidder: Ermasmo Gumbierrez

Sutton County Appraisal District
 PROPERTY 101033 R 09/09/1992
 Legal Description
 SINALOA, BLOCK E, LOT 10 & 11, IMP ONLY, MH LABEL#
 FS0618232 / PFS0618233

OWNER ID
 9998157

OWNERSHIP
 100.00%

Ref ID1: 01SINAE 10 0001
 1SINAE 10 0001

PROPERTY APPRAISAL INFORMATION 2024
 BANDA TRINIDAD
 12626 BLANCO RD. APT 1708
 SAN ANGELO, TX 78216

Values
 IMPROVEMENTS 36,520
 LAND MARKET + 0
 MARKET VALUE = 36,520
 PRODUCTIVITY LOSS - 0
 APPRAISED VALUE = 36,520

Entities
 01 100%
 011 100%
 02 100%
 05 100%
 06 100%
 CAD 100%

IMPROVEMENTS
 MARKET VALUE + 0
 PRODUCTIVITY LOSS - 0
 APPRAISED VALUE = 36,520

CAP LOSS - 0
 ASSESSED VALUE = 36,520

APPR VAL METHOD: Cost

ACRES:
 EFF. ACRES:

GENERAL

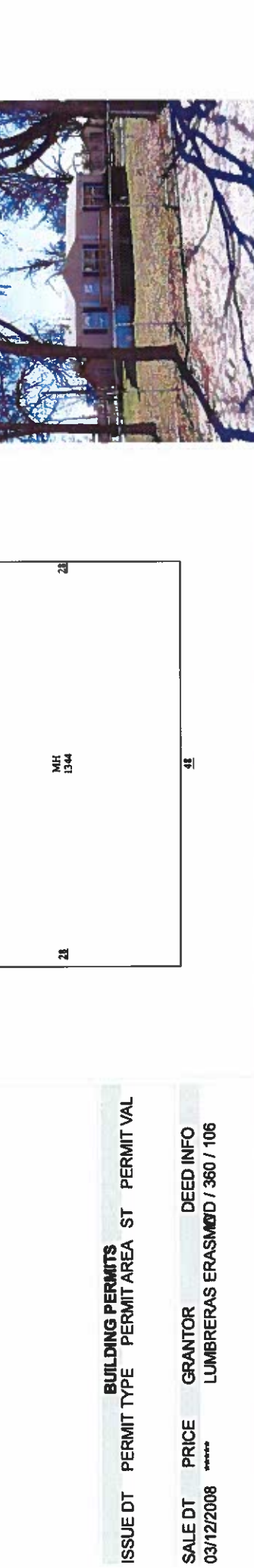
UTILITIES
 TOPOGRAPHY
 ROAD ACCESS
 ZONING
 BUILDING
 NEXT REASON
 REMARKS

LAST APPR. YR 2011
 LAST INSP. DATE 03/22/2023
 NEXT INSP. DATE 01/01/2024

BUILDING PERMITS
 PERMIT AREA ST PERMIT VAL

ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO
 03/12/2008 ***** LUMBRERAS ERASMO D / 360 / 106



ISSUE DT	PERMIT TYPE	PERMIT AREA	ST	PERMIT VAL
03/12/2008	*****	LUMBRERAS ERASMO D / 360 / 106		

IMPROVEMENT INFORMATION																		
SUBD:	SINA	100.00%	NBHD:	SONORA	100.00%	BUILT	EFF.YR	COND.	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	VALUE		
#	TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	46.85	1	2000	2000	2000	2000	55%	100%	100%	0.58	36,520
1.	MOBILE HOME		MM	DWZ/	1,344.0					62,970	55%	100%	100%	100%	100%	0.58	36,520	
			STCD:	A2	1,344.0					62,970								36,520

HA 0

Heating/Cooling

IMPROVEMENT FEATURES

IRR Wells: 0 Capacity: 0 IRR Acres: 0 Oil Wells: 0

SUBD: SINA 100.00% NBHD: SONORA 100.00%

Effective Date of Appraisal: January 1 Date Printed: 10/08/2024 10:34:49AM by DJ

Page 1 of 1

Law Offices of
McCREARY, VESELKA, BRAGG & ALLEN, P.C.
P.O. BOX 1310
ROUND ROCK, TEXAS 78680
1-866-955-5455

October 25, 2024

Judge Joseph Harris
Commissioner Lee Bloodworth
Commissioner Bob Brockman
Commissioner Carl Teaff
Commissioner Harold Martinez
300 E. Oak St
Sonora, Texas 76950

Gentlemen,

I want to thank you for your support of MVBA's efforts for two-plus decades. It has been our honor and pleasure to serve you and your community. Over the past several weeks, circumstances have gotten out of hand for the court and others. It was never our intention for the type of vitriol and hostility to occur, as was witnessed in the last commissioner's court meeting. We intended to defend ourselves and our firm from the false and misleading statements that a bitter and disgruntled ex-employee has made and try to protect our contract with the county. At one point, we were assured by both you and the justice of the peace that there was no reason for a change, but that seemed to change overnight.

But we have found it necessary to help stop the chaos. In accordance with the present contract, please consider this our notice of intent to resign from this contract as of November 1, 2024. We intend to exercise our right to work on the cases we have for six months (until May 1, 2025, as outlined in the contract.

We thank you again for your support and hope that cooler heads will prevail and fences will be mended.

Best Regards,


Craig Morgan
Managing Attorney
cmorgan@mvalaw.com


Steven Whigham
Director of Operations
swhigham@mvalaw.com

CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES

STATE OF TEXAS

§

COUNTY OF SUTTON

§

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**CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES
FOR SUTTON COUNTY JUSTICE OF THE PEACE**

SECTION I. PARTIES TO THE CONTRACT

The following "Contract for Court Fines and Fees Collections Services for the Sutton County Justice of the Peace", hereinafter called "Contract", is made and entered into by and between **Sutton County, Texas**, acting herein by and through its governing body, hereinafter called "the County" and **Perdue Brandon Fielder Collins & Mott, LLP**, hereinafter called "Perdue".

THIS CONTRACT supersedes all prior oral and written agreements between the parties and can only be amended if done so in writing and signed by all parties. Furthermore, this Contract cannot be transferred or assigned by either party without the written consent of all parties.

The County agrees to employ and does hereby employ Perdue to enforce the collection of delinquent court fines, fees, and court costs pursuant to the terms and conditions described in this Contract.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the County and Perdue agree as follows:

SECTION II. COUNTY'S COLLECTION OBLIGATIONS

A. The County agrees to refer delinquent accounts, as defined below, to Perdue for collection on or about the first (1st) or the fifteenth (15th) of each month. The County shall refer delinquent accounts by electronic or magnetic medium, if available, or in any other way that is most favorable to the County. All delinquent accounts should be in a specified format that will allow Perdue to process the account data.

B. An account is considered delinquent when not paid within sixty (60) days of the scheduled appearance date (if the defendant failed to appear), or from any granted extension, or from the date of conviction or judgment, or other court specified due date.

C. The County will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fines, fees, and court costs that are subject to this Contract.

SECTION III. PERDUE'S COLLECTION OBLIGATIONS

A. Perdue agrees to refer all payments and correspondence directly to the court that has assessed or levied the fines, fees, and court costs being collected pursuant to this Contract. Neither party will have any obligation to the other with regard to returned accounts.

B. Perdue agrees to use its best efforts to collect the delinquent accounts received from the County and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

C. If requested by the County, Perdue agrees to provide legal advice to the County on its delinquent accounts.

SECTION IV. COLLECTION FEE

The County agrees to pay Perdue as follows:

(1) No charge of the collected fines, fees, and court costs referred to Perdue by the County imposed on all unadjudicated offenses committed on or before June 18, 2003.

(2) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all adjudicated offenses committed on or before June 18, 2003; and

(3) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all offenses occurring after June 18, 2003.

The thirty percent (30%) collection fee shall be added to the amount owed by a defendant that is more than 60 days past due pursuant to Article 103.001, Texas Code of Criminal Procedure.

SECTION V. EXCEPTIONS TO THE COLLECTION FEE

Pursuant to Article 103.0031(b), Texas Code of Criminal Procedure, Perdue cannot collect from a defendant the percentages referred to in Section IV. COLLECTION FEE if the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. The collection fee does not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service.

The collection fee shall, however, be applied to any balance remaining after a partial credit for time served or community service if the balance is more than 60 days past due.

SECTION VI. METHOD OF PAYMENT

Absent an agreement otherwise, the County shall calculate and receive the amount of any collection fee due to Perdue. Said fee shall be paid to Perdue by check on a monthly basis. All compensation shall become the property of Perdue at the time of payment.

SECTION VII. REIMBURSEMENT FOR COLLECTION SOFTWARE

Perdue agrees to reimburse the County for the purchase of the collection software. Perdue will reimburse said expense upon receipt of the invoice for the collection software.

SECTION VIII. COMMENCEMENT AND TERMINATION OF CONTRACT

This Contract shall commence on the 1st day of November, 2024, and end when both parties mutually agree; provided, however, that either party to this agreement shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this Contract. Upon termination Perdue shall have an additional sixty days (60) days to complete work on all delinquent accounts referred from the County prior to the notice of termination and will be entitled to compensation on such accounts if collected.

SECTION IX. NOTICES

For purposes of sending notice under the terms of this Contract, all notices from the County shall be sent to Perdue by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue Brandon Fielder Collins & Mott, LLP
Attn: Tara Mulanax
BY U.S. MAIL OR BY COURIER DELIVERY:
3115 W. Loop 306, Ste 103
San Angelo, TX 76904
Telephone Number: 325-262-4121

All notices from Perdue shall be sent to the County by certified United States mail, or delivered by hand or courier, and addressed as follows:

Sutton County
Attn: Judge Joseph Harris
300 E. Oak, Ste 4
Sonora, Texas 76950
Telephone Number: 325-387-2711

Sutton County Justice of the Peace
Attn: Judge Tammy Jo Liska
102 N. Water Street
PO Box 165
Sonora, Texas 76950
Telephone Number: 325-387-3322

SECTION X. VENUE AND CONTROLLING LAW

This Contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this Contract shall be in the appropriate courts in Sutton County, Texas.

SECTION XI. ACCEPTANCE OF EMPLOYMENT

In consideration of the terms and compensation herein stated, Perdue hereby accepts the terms of this contract and undertakes performance of said Contract as set forth above.

SECTION XII. SEVERABILITY

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

Perdue verifies that it is in compliance with and will comply with all provisions of Texas Government Code Section 2270.002 during the term of this contract.

SECTION XIII. INDEMNIFICATION

Perdue shall indemnify and hold the County harmless from and against all liabilities, losses and/or costs arising from claims for damages or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of Perdue's performance of the services described in this contract. The indemnity provision of this contract shall have no application to any claim or demand which results from the sole negligence or fault of the County, its officers, agents, employees or contractors. Furthermore, in the event of a joint and/or share negligence or fault of the County and Perdue, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving defenses of either party.

This Contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts executed on behalf of the County by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

WITNESS the signature of all parties hereto this 15th day of October, 2024.

Sutton County

By:

Joseph Harris

County Judge

Sutton County Justice of the Peace

By:

Tammy Jo Liska

Justice of the Peace

PERDUE BRANDON FIELDER COLLINS & MOTT, LLP

By:

Zara Mulanax

For the Firm