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Grant Agreement
Rural Prosecutor's Office Salary Assistance Program
Award # IA-0000002163

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("Comptroller") and Brazos County/Office ("Grantee") located at 300 East 26th St, Suite 1300, Bryan, TX 77803. For purposes of this Agreement, Comptroller and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

I. Recitals

Whereas, the 88th Texas Legislature (Regular Session) passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified prosecutor's offices in rural counties (the "Program");

Whereas, Comptroller has authority to implement and administer the Program and award grants to eligible applicants pursuant to Section 130.913 of the Local Government Code;

Whereas, Grantee warrants that it is eligible to participate in the Program;

Whereas, Grantee timely submitted an application for a grant;

Whereas, Comptroller has reviewed and approved Grantee's application for a grant;

Whereas, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

Now, therefore, in consideration of Grantee's compliance with all requirements of this Agreement, Comptroller awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

II. Authority

This Agreement is entered into pursuant to the authority granted in Section 130.913 of the Local Government Code. This Agreement is funded by state funds appropriated by the State Legislature.

III. Grant

In consideration of the various obligations to be undertaken by Grantee, Comptroller awards Grantee the amount of $ 275000.00, to be disbursed to Grantee for the purposes of funding a Rural Prosecutor's Office Salary Assistance Grant, subject to the following:

1. Grantee shall use grant funds only for the authorized uses set forth in Part V of this Agreement (Authorized Uses of Grant Funds; Limitations);
2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements of Section 130.913 of the Local Government Code; the provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to this Grant, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D;
3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant;

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4. Grantee may not reduce the amount of funds provided to the prosecutor's office because of grant funds provided under this Agreement; and
5. Grant funds may only be used for the state purpose of ensuring professional legal representation of the people's interests throughout the state.

IV. Term

This Agreement is effective from the date signed by Comptroller ("Effective Date"), after first having been signed by Grantee, to and including an expiration date of September 30 2026, unless terminated earlier in accordance with other provisions of this Agreement.

V. Authorized Uses of Grant Funds; Limitations

A. **Authorized Uses.** Grant funds may only be used:

1. to increase the salary of an assistant attorney, an investigator (as defined by 34 TAC §16.300(8)), or a victim assistance coordinator (as defined by 34 TAC §16.300(15)) employed at the prosecutor's office; or
2. to hire additional staff for the prosecutor's office.

B. **Allowable Costs for Salary Increases.** For salary increases described in Section V.A.1:

1. The cost of providing a salary increase includes:
   a. the amount by which the salary increases;
   b. excluding benefits and taxes paid for overtime pay, the amount by which the legally required nonmonetary benefits and taxes for that employee increases as a result of the salary increase, including:
      i. the increase in the employer's share of payroll taxes; and
      ii. if applicable, any increase in the employer's share of retirement contributions.
2. The cost of providing a salary increase does not include:
   a. overtime pay;
   b. compensatory time pay that is paid out;
   c. longevity pay; or
   d. any legally required nonmonetary benefit that is not calculated as a percentage of salary or wages.
3. The increase in a salary is measured based on the salary provided on the last day of the entity's fiscal year ending prior to the first year the entity received grant funds under the Program.

C. **Allowable Costs for New Employees.** For additional employees hired under Section V.A.2 of this Agreement:

1. the cost of hiring the additional employees includes:
   a. the salary; and
   b. the legally required nonmonetary benefits and taxes for that employee, including:
      i. the employer's share of payroll taxes;

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ii. if applicable, the employer's share of retirement contributions; and

iii. if applicable, the employer's share of health insurance premiums.

2. The cost of hiring the additional employees does not include:

   a. overtime pay;

   b. compensatory time pay that is paid out; or

   c. longevity pay.

3. Determination of whether an employee is an additional employee is based on whether the position existed on the last day of the entity's fiscal year ending prior to the first year the entity received grant funds under the Program.

4. For the additional position to be eligible for salary increases funded by the Grant, it must be an eligible salary increase under Section V.A.1 of the Agreement.

D. **Salary Increase on Hourly-Wage Basis.** A person whose salary increase may be paid with grant funds under Section V.A.1 of this Agreement may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.

E. **Temporary Employees.** Grantee may hire an employee with a predetermined termination date but may not use grant funds for contract labor.

F. **Administrative Costs.** Neither indirect costs nor direct administrative costs of Grantee are allowable under the Agreement.

G. **Expenditure of Grant Funds.** Subject to Section VI.D of this Agreement (Pre-award Costs), Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds in accordance with 34 TAC §16.303(d).

VI. Payment

A. **Advance Payment.** Comptroller shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, Comptroller does not waive any requirements for the reimbursement of costs. Upon Comptroller's request, Grantee shall submit records in support of reimbursement requests.

B. **Deposit of Funds**. Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.

C. **Eligibility for Cost Reimbursement.** Comptroller will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.

D. **Pre-award Costs.** Comptroller will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs are allowable under the terms of this Agreement.

E. **Return of Unspent Funds.** Grantee agrees to return to Comptroller any unspent grant funds upon termination or expiration of the Agreement, and Grantee will return any such funds in accordance with Comptroller instructions.

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VII. Reporting and Compliance

A. **Compliance Reports.** Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using Comptroller's electronic form no later than 30 days following the expiration or termination of this Agreement. Comptroller may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by Comptroller within fourteen (14) calendar days of the request.

B. **Remedies for Non-Compliance.** If Comptroller finds that Grantee has failed to comply with the terms and conditions of this Agreement or any other requirement described in Part III, Sections 1 through 4, Comptroller may:

1. require Grantee to cure the failure to comply to the satisfaction of Comptroller;
2. require Grantee to return the grant funds or a portion of the grant funds;
3. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;
4. disallow all or part of the cost of the activity or action that is not in compliance;
5. terminate the Agreement in whole or in part;
6. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
7. exercise any other legal remedies available to Comptroller under this Agreement, at law, in equity, or otherwise.

VIII. Indemnification

TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND COMPTROLLER, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT, INCLUDING ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND COMPTROLLER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

IX. General

A. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under the Texas Grant Management Standards. If an audit is required to comply with the requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of Grantee's fiscal year. Grantee

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agrees that in the event of any audit findings related to state awards provided by Comptroller, Grantee will inform Comptroller within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon Comptroller's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).

B. **Texas Public Information Act.** Grantee understands that Comptroller will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State of Texas pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

C. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of Comptroller in violation of Article III, Section 49a of the Texas Constitution. All obligations of Comptroller under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to Comptroller if such funds are not appropriated or become unavailable.

D. **Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Comptroller further reserves the right to monitor and audit Grantee's compliance with the requirements of this Agreement.

E. **Records Retention.** Grantee shall maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of five (5) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Comptroller reserves the right to direct grantee to retain documents for a longer period of time or transfer certain records to Comptroller custody when it is determined the records possess longer term retention value.

F. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

G. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.

H. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.

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I. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

J. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency or political subdivision of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

K. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.

L. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

M. **Governing Law and Venue.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is other identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

N. **Termination for Convenience.** Comptroller may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Grantee. Comptroller's termination for convenience under this section may be for any reason or no reason at all.

X. Certifications, Representations, and Warranties

Grantee certifies its compliance with and otherwise acknowledges the following and all other provisions of Appendix 6 (Uniform Assurances by Local Governments) of Texas Grant Management Standards that are applicable to this Agreement.

A. **Actual or Potential Conflicts of Interest Prohibited.** Grantee represents and warrants that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the Agreement, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including the provisions under Chapters 171 and 176 of the Local Government Code and Chapter 573 of the Texas Government Code.

B. **Compliance with Laws, Rules, and Requirements.** Grantee represents and warrants that it will comply with all applicable laws, rules, and regulations, and all terms and conditions established by Comptroller and the State of Texas with respect to the use of Grant funds.

C. **Cybersecurity Training Program (Local Government System).** Grantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

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

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

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

G. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.

H. **Legal Authority.** Grantee represents that it possesses legal authority to apply for the Grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of Grantee's application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Grantee's application and to provide such additional information as may be required.

I. **Limitations on Grants to Units of Local Government.** Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to a unit of local government unless the terms of the grant require that the funds received under the grant will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.

J. **Lobbying Expenditure Restriction.** Grantee represents and warrants that payments to Grantee and Grantee's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

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

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

M. **Public Camping Ban.** Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Section 364.003 of the Local Government Code. If Grantee is currently being sued under the provisions of Section 364.003 of the Local Government Code, or is sued under this Section at any point during the duration of this Grant, Grantee must immediately disclose the lawsuit and its current posture to Comptroller.

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N. **Reporting Suspected Fraud and Unlawful Conduct.** Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

XI. Notices; Liaison

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of Comptroller for all purposes under this Agreement and for all notices hereunder shall be:

Comptroller: Texas Comptroller of Public Accounts
ATTN: Contracts Section
111 E 17th Street, Room 310C
Austin, Texas 78774
With copy sent via electronic mail to contracts@cpa.texas.gov

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

Grantee: Brazos County/Office

300 East 26th St, Suite 1300
Bryan , TX
77803

Contact Person: Earl Gray
County Attorney
300 East 26th St, Suite 1300
Bryan , TX
77803
egray@brazoscountytx.gov
9793614300

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XII. Signatories

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Comptroller of Public Accounts

By:_____
Lisa Craven
Deputy Comptroller

Date: _____

Grantee

By:_____
Signed by:
Earl Gray
5482D6CBEEB94AE...
Earl Gray
County Attorney

Date: 10/2/2025 | 5:33 PM CDT

Certificate Of Completion

Envelope Id: 2ED80C8A-D7E2-4A74-9A80-95F93FB63000
Status: Sent
Subject: Rural Law Enforcement Grant Agreement
Source Envelope:
Document Pages: 9
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
Maria Avalos
AutoNav: Enabled
maria.avalos@cpa.texas.gov
EnvelopeId Stamping: Enabled
IP Address: 18.254.32.123
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
10/1/2025 2:41:54 PM
Holder: Maria Avalos
maria.avalos@cpa.texas.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp
Storage Appliance Status: Connected
Pool: Salesforce-PROD
Location: Docusign

Signer Events	Signature	Timestamp
Earl Gray egray@brazoscountytx.gov Security Level: Email, Account Authentication (None)	Signed by: Earl Gray 5482D6CBFFB94AE... Signature Adoption: Pre-selected Style Using IP Address: 66.97.166.254	Sent: 10/1/2025 2:43:08 PM Viewed: 10/2/2025 5:28:45 PM Signed: 10/2/2025 5:33:27 PM
Electronic Record and Signature Disclosure: Accepted: 10/2/2025 5:28:45 PM ID: 38311350-2e8e-4d8b-9cfd-effd0135bf44		
Lisa Craven lisa.craven@cpa.texas.gov Deputy Comptroller Security Level: Email, Account Authentication (None)		Sent: 10/2/2025 5:33:29 PM
Electronic Record and Signature Disclosure: Accepted: 2/26/2024 10:14:36 AM ID: d0daaa94-1252-47fe-afac-dfed056dfa5a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/1/2025 2:43:08 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Salesforce-PROD (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Salesforce-PROD:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kaite.guerrero@cpa.texas.gov

To advise Salesforce-PROD of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kaite.guerrero@cpa.texas.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Salesforce-PROD

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Salesforce-PROD

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Salesforce-PROD as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Salesforce-PROD during the course of your relationship with Salesforce-PROD.