



## WALKER COUNTY COMMISSIONERS COURT

1100 University Avenue  
Huntsville, Texas 77340  
936-436-4910



**COLT CHRISTIAN**  
County Judge

DANNY KUYKENDALL  
Commissioner, Precinct 1

RONNIE WHITE  
Commissioner, Precinct 2

**AGENDA**  
**SPECIAL SESSION**  
**MONDAY, MAY 1, 2023**  
**9:00 A.M.**  
**ROOM 104**

BILL DAUGETTE  
Commissioner, Precinct 3

BRANDON DECKER  
Commissioner, Precinct 4

### **CALL TO ORDER**

- Announcement by the County Judge whether a quorum is present.
- Certification that public Notice of Meeting was given in accordance with the provisions of Section 551.001 et. Seq. of the Texas Government Code.

### **GENERAL ITEMS**

- Prayer – Pastor James Necker
- Pledge of Allegiance
- Texas Pledge – “Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible”
- Citizens Input – Agenda Items

### **CONSENT AGENDA**

1. Approve 2023 Texas Unclaimed Property Capital Credits for Counties application.
2. Receive 32 IT Network Switches from Sam Houston State University.
3. Receive Justice of the Peace Precinct 1 Report for March 2023.
4. Receive Justice of the Peace Precinct 2 Report for March 2023.
5. Receive Justice of the Peace Precinct 3 Report for March 2023.
6. Receive Justice of the Peace Precinct 4 Report for March 2023.

### **STATUTORY AGENDA**

#### **Information Technology**

7. Discuss and take action to authorize the renewal of Optimum Service Agreements for primary internet service and point to point networks. – Dan Early
8. Discuss and take action on approval of Microsoft documents and subscriptions for Government Cloud and authorize IT Director to sign applicable documents. – Dan Early

#### **Purchasing**

9. Discuss and take action on approval of ARCTIC IT master agreement for services under GSA Contract# GS-35F-192DA and authorize Statements of Work to be signed by the Purchasing Agent, IT Director, or County Judge within allocated funds. – Charlsa Dearwester
10. Discuss and take action on scope of work for Tam Rd Parking lot Repairs. – Charlsa Dearwester

#### **Commissioners Court**

11. Receive update and/or report from GrantWorks on the State and HUD MIT-MOD Applications and status. – Gary Smith/Judge Christian
12. GLO MIT-MOD Project List Workshop
13. Discuss and take action on MIT-MOD Project List. – Judge Christian
14. Discuss and take action on acceptance of easement document for Riverside Harbor second Entrance. – Commissioner Daugette

### **EXECUTIVE SESSION**

If during the course of the meeting covered by this notice, Commissioners Court shall determine that a closed meeting of the Court is required, then such closed meeting as authorized by Texas Government Code 551, subchapter D, will be held by the Commissioners Court at the date, hour, and place in this notice or as soon after the commencement of the meeting covered by this notice as the Commissioners Court may conveniently meet in such closed meeting concerning any and all subjects and for any and all purposes permitted by Chapter 551, subchapter D, inclusive of said Texas Government Code, including but not limited to:

Walker County Commissioners Court – Special Session – May 1, 2023 – Agenda (cont'd)

**Section 551.071** For the purpose of private consultation between the Commissioners Court and its attorney when the attorney's advice with respect to pending or contemplated litigation settlement offers, and matters where the duty of the Commissioners Court counsel to his client pursuant to the Code of Professional Responsibility of the State Bar of Texas clearly conflicts with the Open Meetings Act.

**Section 551.072** For the purpose of discussion with respect to the purchase, exchange, lease, or value of real property, if deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person

**Section 551.073** For the purpose of deliberation regarding prospective gifts or to deliberate a negotiated contract for prospective gift or donation to the Commissioners Court or Walker County, if deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

**Section 551.074** For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee, unless such officer or employee requests a public hearing.

**Section 551.076** To discuss the deployment, or specific occasions for implementation of security personnel or devices.


**Section 551.086** Deliberation regarding economic development negotiations.

**INFORMATION ITEMS**

- Public Comment – Non-agenda items
- Questions from the media
- Commissioners Court

**ADJOURN**

On this 27<sup>th</sup> day of April, 2023, the Executive Administrator to the County Judge filed this notice, and was posted at the main entrance of the Walker County Courthouse.

  
Colt Christian, County Judge

I, the undersigned County Clerk, do hereby state that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice, and I posted a true and correct copy of said Notice on the Courthouse Public Notices area of Huntsville, Walker County, Texas, at a place readily accessible to the general public at all times on the 27<sup>th</sup> day of April, 2023, and said Notice remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

Dated this 27<sup>th</sup> day of April, 2023.

  
Kari A. French, County Clerk

**FILED FOR POSTING**  
At 4:06 o'clock P M

APR 27 2023

KARI FRENCH, COUNTY CLERK  
WALKER COUNTY, TEXAS  
By  Deputy



APRIL 2023

# Unclaimed Property Capital Credits for Counties

**Glenn Hegar**

Texas Comptroller of  
Public Accounts

In conjunction with Local Government Code, Section 381.004, Texas Property Code, Section 74.602 authorizes the Texas Comptroller of Public Accounts (Comptroller's office) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to the counties in the cooperatives' service area.

## What are unclaimed capital credits?

Electric cooperatives that have lost contact with a previous customer sometimes report capital credits to the Comptroller's office as unclaimed property. Texas law allows counties to claim a portion of unclaimed capital credits originating from their county and use them for specific programs.

## How are funds divided among counties?

- Electric cooperatives report unclaimed capital credits and the county of service from which they originated.
- Electric Cooperatives must use the numeric Federal Information Processing Standard (FIPS) county code of the service address. This code must be entered in the country code field of the remittance report.
- A county may or may not receive funds in a given year.

## Who qualifies?

- Any county can request a portion of these funds.
- The county must follow instructions in Local Government Code, Section 381.004 to request funds.
- The commissioners court is the primary governing body and ultimate decision-making authority on the legitimacy of fund requests.

## General uses of capital credits

The county commissioners court may use capital credits to develop and administer a program:\*

- for state or local economic development
- for small or disadvantaged business development
- to stimulate, encourage and develop business location and commercial activity in the county
- to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors and businesses
- to improve the extent to which women and minority businesses are awarded county contracts
- to support comprehensive literacy programs that benefit county residents
- for the encouragement, promotion, improvement and application of the arts
- to support a children's advocacy center

\*Review Local Government Code, Section 381.004 before starting a program.

## How to request capital credits

The county judge and/or commissioners court must complete and submit the form on the back of this notice.

- The form must be signed by a representative of the commissioners court or the county judge.
- The form must include the complete name, address and federal tax identification number of the commissioners court. Funds will be paid directly to the court.

For more information,  
visit our website at  
[ClaimItTexas.gov](http://ClaimItTexas.gov).

For questions on  
Capital Credits, contact  
our Holder Education and  
Reporting section at  
800-321-2274, option 2 or  
[up.holder@cpa.texas.gov](mailto:up.holder@cpa.texas.gov)

## UNCLAIMED PROPERTY CAPITAL CREDITS FOR COUNTIES

### County Request for Capital Credits

County Name \_\_\_\_\_ County FEIN \_\_\_\_\_

Authorized by ☐ Judge ☐ Commissioners Court

Name of County Judge \_\_\_\_\_ Approved Date \_\_\_\_\_

**Send the requested funds to:**

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**I acknowledge that the purpose of the funds complies with provisions of  
Texas Local Government Code, Section 381.004.**

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_

Submit signed and completed form by either mail, email or fax by July 31, 2023.

**Mail** Texas Comptroller of Public Accounts  
Unclaimed Property Division  
Holder Education and Reporting section  
P.O. Box 12019  
Austin, Texas 78711-2019

**Email** up.holder@cpa.texas.gov  
**Fax** 512-463-3569

**FOR COMPTROLLER'S USE ONLY:** We are authorized to release \_\_\_\_% of the total amount available to your county. We will send a \$\_\_\_\_\_ payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the provisions of Texas Local Government Code, Section 381.004.

Comptroller's Representative \_\_\_\_\_ Date \_\_\_\_\_

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered.  
It is not a substitute for legal advice.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling **800-252-1382**,  
or by sending a fax to **512-475-0900**.

## SHSU NETWORK SWITCHES

Cisco	WS-C3750X-48P	FDO18
Cisco	WS-C3750X-48P	FDO19
Cisco	WS-C3750X-48P	FDO19
Cisco	WS-C3750X-48P	FDO18
Cisco	WS-C3750X-48P	FDO19
Cisco	WS-C3750X-48P	FDO18
Cisco	WS-C3750X-48P	FDO17
Cisco	WS-C3750X-48P	FDO18
Cisco	WS-C3750X-48P	FDO18
Cisco	WS-C3750X-48P	FDO18
Cisco	WS-C3750X-48P	FDO17
Cisco	WS-C3750X-48P	FDO18
Cisco	WS-C3750X-48P	FDO18
Cisco	WS-C3750X-48P	FDO17
Cisco	WS-C3750X-48P	FDO19
Cisco	WS-C3750X-48P	FDO16
Cisco	WS-C3750X-48P	FDO18
Cisco	WS-C3750X-48P	FDO19
Cisco	WS-C3750X-48P	FDO16
Cisco	WS-C3750X-48P	FDO16
Cisco	WS-C3750X-48P	FDO18
Cisco	WS-C3750X-48P	FDO19
Cisco	WS-C3750X-48P	FDO18
Cisco	WS-C3750X-48P	FDO16
Cisco	WS-C3750X-48P	FDO19
Cisco	WS-C3750X-48P	FDO17
Cisco	WS-C3750X-48P	FDO183
Cisco	WS-C3750X-48P	FDO18
Cisco	WS-C3750X-48P	FDO19
Cisco	WS-C3750X-48P	FDO19
Cisco	WS-C3750X-48P	FDO16

## Justice of Peace Precinct 1

### Summary of Receipts and Remittances to County Treasurer For the Month Ended

#### Collections

Criminal/Civil fees receipted in Odyssey	<u>\$28,042.10</u>
Received by Collections Department	\$5,179.30
Paid by Credit Card	\$2,747.00
Remitted to County Treasurer	<u>\$18,779.80</u>
<b>Revenues for the Month</b>	<b><u>\$28,042.10</u></b>

#### Summary of Deposits/Remittances

Date of Dyn System Receipt	Date County Treasurer Receipt	Deposit with County Treasurer	Deposit Credit Card Account	Deposited By Collection Department	Deposited by Efile	Cash Short / Over	Total Deposits/ Remittances
03/01/23	03/03/23	\$ -	\$ -	\$ 707.00	\$ -		\$ 707.00
03/03/23	03/10/23	\$ 669.50	\$ 373.00	\$ -	\$ -		\$ 1,042.50
03/06/23	03/13/23	\$ 200.00	\$ -	\$ 1,418.50	\$ 133.00		\$ 1,751.50
03/07/23	03/14/23	\$ 620.00	\$ 178.00	\$ -	\$ -		\$ 798.00
03/08/23	03/14/23	\$ 360.00	\$ -	\$ -	\$ -		\$ 360.00
03/09/23	03/16/23	\$ 4,960.70	\$ 326.00	\$ 396.00	\$ -		\$ 5,682.70
03/10/23	03/20/23	\$ 295.00	\$ -	\$ -	\$ -		\$ 295.00
03/13/23	03/21/23	\$ 259.00	\$ -	\$ 60.00	\$ 1,024.00		\$ 1,343.00
03/14/23	03/21/23	\$ 3,503.30	\$ 396.00	\$ -	\$ -		\$ 3,899.30
03/15/23	03/16/23	\$ -	\$ 214.00	\$ 80.00	\$ -		\$ 294.00
03/16/23	03/27/23	\$ 405.00	\$ -	\$ 997.80		\$ 157.00	\$ 1,559.80
03/20/23	03/28/23	\$ 649.00	\$ 243.00	\$ 27.00	\$ -		\$ 919.00
03/21/23	03/28/23	\$ 395.00	\$ -	\$ -	\$ -		\$ 395.00
03/22/23	03/30/23	\$ 1,083.80	\$ -	\$ -	\$ -		\$ 1,083.80
03/24/23	04/03/23	\$ 465.00	\$ -	\$ 945.00	\$ -		\$ 1,410.00
03/27/23	04/04/23	\$ 655.00	\$ -	\$ -	\$ -		\$ 655.00
03/28/23	04/05/23	\$ 154.00	\$ 13.00	\$ -	\$ -		\$ 167.00
03/29/23	04/05/23	\$ 3,755.50	\$ 1,004.00	\$ -	\$ -		\$ 4,759.50
03/30/23	04/05/23	\$ 205.00	\$ -	\$ 548.00	\$ 22.00		\$ 775.00
03/31/23	04/06/23	\$ 145.00	\$ -	\$ -	\$ -		\$ 145.00
							\$ -
							\$ -
I Deposits for the Period		\$ 18,779.80	\$ 2,747.00	\$ 5,179.30			\$ 28,042.10

Funds Pending Remittance to Treasurer

\$0.00

## Justice of Peace Precinct 2

### Summary of Receipts and Remittances to County Treasurer For the Month Ended MARCH 31 2023

#### Collections

Criminal/Civil fees receipted in Odyssey	\$8,699.20
Received by Collections Department	\$4,469.10
Paid by Credit Card	\$1,834.00
Remitted to County Treasurer	\$4,570.50
<b>Revenues for the Month</b>	<b>\$11,304.60</b>

#### Summary of Deposits/Remittances

Date of Dyn System Receipt	Date County Treasurer Receipt	Deposit with County Treasurer	Deposit Credit Card Account	Deposited By Collection Department	E-file	Total Deposits/ Remittances
03/01/23	03/16/23	\$ 518.00	\$ 108.00	\$ 150.00	\$ 66.00	\$ 842.00
03/06/23	03/10/23	\$ -	\$ 583.00	\$1,596.60	\$ 133.00	\$ 2,312.60
03/08/23	03/17/23	\$ 302.90	\$ 208.00	\$ 100.00	\$ -	\$ 610.90
03/09/23	03/16/23	\$ -	\$ 157.00	\$ -	\$ 66.00	\$ 223.00
03/13/23	03/24/23	\$ 10.00	\$ -	\$ -	\$ -	\$ 10.00
03/14/23	03/24/23	\$ 721.50	\$ -	\$ 694.00	\$ -	\$ 1,415.50
03/17/23	03/21/23	\$ -	\$ -	\$ 153.40	\$ -	\$ 153.40
03/20/23	03/21/23	\$ -	\$ 216.00	\$ -	\$ -	\$ 216.00
03/21/23	04/03/23	\$ 1,839.50	\$ 108.00	\$ -	\$ -	\$ 1,947.50
03/22/23	04/13/23	\$ -	\$ -	\$ -	\$ 133.00	\$ 133.00
03/24/23	04/05/23	\$ 335.00	\$ -	\$ 871.00	\$ -	\$ 1,206.00
03/28-29/20:	04/04/23	\$ -	\$ -	\$ -	\$ 33.00	\$ 33.00
03/29/23	04/05/23	\$ 843.60	\$ -	\$ 472.50	\$ -	\$ 1,316.10
03/30/23	04/04/23	\$ -	\$ 157.00	\$ 431.60	\$ -	\$ 588.60
03/31/23	04/04/23	\$ -	\$ 297.00	\$ -	\$ -	\$ 297.00
				\$ -		\$ -
Total Deposits for the Period		\$ 4,570.50	\$1,834.00	\$4,469.10		\$ 11,304.60

Funds Pending Remittance to Treasurer

# Justice of Peace Precinct 3

## Summary of Receipts and Remittances to County Treasurer

For the Month Ended March 2023

### Collections

Criminal/Civil fees receipted in Odyssey	\$12,665.00
Received by TPG Direct	\$5,919.90
Received by Efile	\$ 995.00
Received by Collections Department	\$2,250.00
Paid by Credit Card	\$1,670.10
Remitted to County Treasurer	\$1,830.00
<b>Revenues for the Month</b>	<b>\$12,665.00</b>

### Summary of Deposits/Remittances

Date of Dyn System Receipt	Date County Treasurer Receipt	Deposit with County Treasurer	Deposit Credit Card Account	Deposited By Collection Department	EFILE	Deposited By TPG Direct	Over/Short	Total Deposits/ Remittances
03/01-03/23	04/05/23		\$ 328.00			\$ 2,243.80		\$ 2,571.80
03/06/23	03/13/23	\$ 455.00		\$ 401.00	\$ 33.00			\$ 889.00
03/07/23	03/13/23	\$ 234.00			\$ 133.00			\$ 367.00
03/08-09-23	03/16/23			\$ 412.00	\$ 33.00	\$ 530.00		\$ 975.00
03/10/23	03/21/23	\$ 154.00						\$ 154.00
03/13/23	03/16/23				\$ 33.00			\$ 33.00
03/14/23	03/21/23	\$ 270.00		\$ 625.00	\$ 66.00			\$ 961.00
03/15-16/23	03/20/23		\$ 896.10					\$ 896.10
03/17/23	03/20/23				\$ 66.00	\$ 1,290.30		\$ 1,356.30
03/20/23	03/28/23	\$ 145.00		\$ 204.00				\$ 349.00
03/21/23	03/22/23		\$ 298.00	\$ 105.00	\$ 266.00			\$ 669.00
03/22/23	04/05/23	\$ 232.00	\$ 148.00		\$ 33.00			\$ 413.00
03/23-24/23	03/28/23					\$ 726.80		\$ 726.80
03/27/23	04/05/23	\$ 154.00			\$ 100.00			\$ 254.00
03/28/23	03/29/23				\$ 33.00			\$ 33.00
03/29/23	04/05/23	\$ 186.00						\$ 186.00
03/30/23	03/31/23			\$ 503.00		\$ 1,129.00		\$ 1,632.00
03/31/23	04/03/23				\$ 199.00			\$ 199.00
Total Deposits for the Period		\$ 1,830.00	\$1,670.10	\$ 2,250.00	\$ 995.00	\$ 5,919.90	\$ -	\$ 12,665.00



**JUSTICE OF THE PEACE, PC.T 4**  
Summary of Receipts and Remittances to County Treasurer  
**EOM - MARCH 2023**

	County	Weight Station	Total Fine
<b>FINE ONLY</b>	<b>\$9,738.42</b>	<b>\$13,117.00</b>	<b>\$22,855.42</b>

Collections \$4,056.60  
Criminal/Civil Fees receipted in Odyssey \$49,887.60

Received by Collections Department \$4,056.60  
Paid by Credit Card \$971.00  
Remitted to County Treasurer \$42,303.00

**Revenues for the Month**

**\$49,887.60**

**Summary of Deposits/Remittances**

Date of Receipt	Date: County Treasurer Receipt	Deposit with County Treasurer	Deposit: CREDIT CARD	Deposit: COLLECTION DEPT.	Direct Deposit: E-FILE	Direct Deposit: TRAFFIC PAYMENT	Cash SHORT/ OVER	Total Deposits/ Remittances
3/1/2023	03/13/23	\$ -			\$ 33.00			\$ 33.00
3/2/2023								\$ -
3/3/2023								\$ -
3/6/2023	03/21/23	\$ 7,531.50		\$ 601.00		\$ 7,531.50		\$ 8,132.50
3/7/2023	03/13/23	\$ -			\$ 165.00			\$ 165.00
3/8/2023	03/21/23	\$ 205.00			\$ 33.00			\$ 238.00
3/9/2023	03/15/23	\$ -		\$ 214.00	\$ 532.00			\$ 746.00
3/10/2023	03/21/23	\$ 6,088.70				\$ 6,088.70		\$ 6,088.70
3/13/2023								\$ -
3/14/2023	03/30/23	\$ 1,151.50		\$ 506.50				\$ 1,658.00
3/15/2023	03/30/23	\$ 4,000.00			\$ 266.00	\$ 4,000.00		\$ 4,266.00
3/16/2023	03/30/23	\$ 5,880.00		\$ 446.10		\$ 5,880.00		\$ 6,326.10
3/17/2023	03/27/23	\$ -			\$ 166.00			\$ 166.00
3/20/2023	03/30/23	\$ 529.00			\$ 133.00			\$ 662.00
3/21/2023	04/05/23	\$ 605.00		\$ 70.00				\$ 675.00
3/22/2023	04/05/23	\$ 175.00			\$ 233.00			\$ 408.00
3/23/2023	04/05/23	\$ 6,862.30		\$ 812.00	\$ -	\$ 6,862.30		\$ 7,674.30
3/24/2023	04/04/23	\$ -			\$ 266.00			\$ 266.00
3/27/2023	04/05/23	\$ 394.00		\$ 127.50				\$ 521.50
3/28/2023	04/05/23	\$ -			\$ 664.00			\$ 664.00
3/29/2023	04/10/23	\$ 684.00						\$ 684.00
3/30/2023	04/10/23	\$ 8,197.00	\$ 971.00	\$ 1,279.50	\$ 33.00	\$ 8,197.00		\$ 10,480.50
3/31/2023	04/06/23	\$ -			\$ 33.00			\$ 33.00
								\$ -
		<b>\$ 42,303.00</b>	<b>\$ 971.00</b>	<b>\$ 4,056.60</b>				<b>\$ 49,887.60</b>

**Funds Pending Remittance to Treasurer**

**\$49,887.60**

Walker County  
DIA and PTP Bundle

3 YEAR TERM			100Mb PtP		200Mb PTP	
Service Description	Location Z	Location A	Special Contruction	Monthly Rate	Special Contruction	Monthly Rate
Point to Point	1301 Sam Houston Ave, Huntsville, TX	1619 Hwy 30 E Huntsville, TX		\$301		\$496
Point to Point	1301 Sam Houston Ave, Huntsville, TX	9360 Hwy 75 South, New Waverly, TX		\$301		\$496
Point to Point	717 FM 2821 Rd W, Huntsville, TX	10260 Carl Pickering Memorial Dr, Conroe, TX		\$301		\$496
PTP Monthly Rate				\$903		\$1,488
			500Mb DIA		500Mb DIA	
Z Location - DIA Monthly Rate				\$665		\$665
			500Mb DIA & 100Mb PTP		500Mb DIA & 200Mb PTP	
DIA & PTP Bundled Total (All Sites)*			\$0	\$1,568	\$0	\$2,153

Current Services = \$3,180.00  
\$1,295.00 - 250Mb DIA (Direct Internet Access) - 1301 Sam Houston Ave

\$495.00 – 50Mb PtP  
A location – 1619 Hwy 30 E Huntsville, TX  
Z location - 1301 Sam Houston Ave Huntsville, TX

\$495.00 – 50Mb PtP  
A location –9360 Hwy 75 South, New Waverly, TX  
Z location - 1301 Sam Houston Ave Huntsville, TX

\$895.00 - 10Mb PtP  
A Location -10260 Carl Pickering Memorial Dr. Conroe, TX  
Z Location -717 FM 2821 Rd W, Huntsville, TX



## Service Agreement/ Order Form

Date: 4/24/2023

### Customer Information

Customer Status: Existing Customer

Customer Name: Walker County-Fiber Master

Billing Address: P.O. Box 1260 Huntsville TX 77342  
*Street Address Suite City State Zip Code*

Billing Contact: \_\_\_\_\_ *Phone* \_\_\_\_\_ *Email* \_\_\_\_\_

Order Contact: Dan Early *Phone* 936-435-8888 *Email* dearly@co.walker.tx.us

Optimum Contact: Holly Thedford *Phone* 903-520-5823 *Email* holly.thedford@alticeusa.com

### Optimum Services

The above Customer agrees to the ordering of the following Services:

Order Type:	Account #:
Service Location Type:	Service Location Type:
'A' Location:	'Z' Location:
Demarc:	Demarc:
	Type II:

Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
--	----------	-----------------------------------	----------------------

Service Term:	<u>3 years</u>	<i>For Internal Use Only</i>
Total Monthly Recurring Charge:	<u>\$0.00</u>	
Total Installation Charge:	<u>\$0.00</u>	

### Remarks

### Terms and Conditions

CSC Holdings, LLC on behalf of its wholly owned subsidiaries, Cequel Communications, LLC. ("Optimum" or "Optimum Business") and Customer acknowledge and agree to be bound by the Terms and Conditions attached hereto and/or set forth at <https://www.optimum.com/terms-of-service/business> Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges. Customers purchasing Optimum Business Hosted Voice Service (on Fiber) are also subject to Business Hosted Additional T&C's for Fiber and Exhibits attached hereby and made part of this Agreement Notice Regarding E911 Services. While your Optimum Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Optimum network failure, 911 services will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.

By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and Agreement, (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above;. This Agreement shall not be deemed effective until it has been executed by both parties.

Agreed by:

Customer

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Cequel Communications, LLC (Optimum Business)

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## General Terms and Conditions of Service (Business)

Subscriber ("Customer" or "Subscriber") agree to be bound to these General Terms and Conditions of Service ("Terms of Service" or "Agreement") with respect to all Optimum services ("Service(s)") provided by CSC Holdings, LLC and its affiliates and subsidiaries including Cequel Communications authorized to provide the services set forth herein (collectively, "Optimum"), as well as the additional terms of service applicable to the specific Optimum services and/or features to which customer subscribes or have access, as are set forth at [www.optimum.net](http://www.optimum.net) and may be updated from time to time, including the additional terms applicable to Optimum TV, Optimum Online, Optimum WiFi, Optimum Voice, support services, mobile apps and Auto Pay (collectively, the "Additional Terms of Service"), which are incorporated into these Terms of Service by this reference including Optimum DIA, Optimum Data and other Enterprise Fiber Service and Business Hosted Voice Service. Customer further understands and agree that the [Customer Privacy Notice](#), which governs the collection, use and disclosure of Subscriber personal information, is likewise incorporated into these Terms of Service by reference.

### GENERAL TERMS OF SERVICE APPLICABLE TO SERVICE(S):

1. **Services.** Optimum shall use reasonable efforts to make the Services available by any requested service date. Optimum shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. Optimum shall provide Customer with the Services and Equipment identified on the commercial service order presented to Customer' at time of installation ("Service Order"); provided, however, if Optimum determines that Customer's location is not serviceable under Optimum's normal installation guidelines, Optimum may terminate this Agreement. Optimum shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Optimum.
2. **Payment of Charges.** The charges for one month of Services, including any deposits, activation, set-up, installation, construction and/or Equipment charges, are due upon installation of the Services or as otherwise set forth on the Service Order. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast tv surcharges), or other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes Optimum to charge such accounts. If Customer elects to send a check as payment, Customer authorizes Optimum either to use information from Customer's check to make a one-time electronic funds transfer from Customer's bank account or to process the payment as a check transaction. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a credit service charge or a finance charge. If the Customer has more than one account (Business and/or Residential) served by Optimum, all Optimum-provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.
3. **Additional Fees.** In addition to Customer's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees "Schedule of Fees") is available at [www.Optimum.com.pricing-packages](http://www.Optimum.com.pricing-packages). Optimum reserves the right to amend or change the Schedule of Fees from time to time.
4. **Third Party Provider Charges.** In connection with Customer's use of the Services and Equipment, Customer may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Customer by third parties ("Third Party Providers"). Customer acknowledges that Customer may incur charges in connection with the subscription to, purchase or use of these Third-Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Customer to the Third-Party Provider and are not the responsibility of Optimum. Credits or billing adjustments for products, services, software or applications billed by a Third-Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third-Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Customer and the Third Party Provider.
5. **Taxes.** Customer agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.
6. **Term; Early Termination.** Your Service Term subscription begins either on or the first day following your installation date and continues for the initial term set forth on your Service Order ("Initial Term"). If a Service Order does not specify an Initial Term, You have an automatically renewing monthly Term ("Monthly Subscription").
  - a. **Monthly Term.** If you have a Monthly Subscription, your subscription begins either on or the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S). You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in an Optimum-served area (subject to any installation charges).
  - b. **Initial Term Subscription.** If You have an Initial Term, your subscription begins either on or the first day following your installation date and continues for the duration of the applicable Initial Term. Upon the expiration of the Initial Term, Customer's Term automatically renews thereafter on a monthly basis (each, a "Renewal Month") beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) for each month during the Initial Term and any Renewal Months will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S).
    - i. If you cancel, terminate or downgrade the Service(s) before the completion of the Initial Term", you agree to pay Optimum early cancellation fees in an amount that includes: (i) all non-recurring charges reasonably expended by Optimum to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Optimum to third parties on behalf of Customer, and (iii) all monthly recurring charges for Services and Equipment for the remaining balance of the Initial Term. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Optimum and you agree to pay such fees.
    - ii. Following the Initial Term, Customer may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Optimum-served area (subject to any installation charges).

- 7. Right to Make Credit Inquiries.** Customer acknowledges and agrees that Optimum may (a) verify Customer's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you, your account(s) and your payment history to those credit reporting agencies.
- 8. Security Deposit.** Optimum may require a deposit or activation fee based on Customer's credit standing or past payment history with Optimum. A deposit or activation fee does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Any security deposit given by Customer for the Equipment or Optimum's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Customer within sixty (60) days of termination of Optimum's Service so long as payment has been made for all amounts due on Customer's account and Customer has returned the Optimum Equipment undamaged. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.
- 9. Disputed Charges.** Customer agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Optimum monthly bill and notify Optimum in writing of disputed items or requests for credit within thirty (30) days of Customer's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Optimum receives sufficient documentation to enable Optimum to investigate the dispute. The date of the resolution is the date Optimum completes its investigation and notifies the Customer of the disposition of the dispute.
- 10. Adjustments or Refunds.** Any adjustment or refund, given in each case in Optimum's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. No credit allowance will be made for interruptions of Service that are: (a) due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by customer to use the Service; (b) due to the negligence of any person other than Optimum including, but not limited to, the other common carriers connected to the Optimum's facilities; (c) due to the failure or malfunction of Customer owned equipment or third party equipment; (d) during any period in which Optimum is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions; (e) during a period in which Customer continues to use the Service on an impaired basis; (f) less than thirty (30) minutes' duration; (g) during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements; or (h) due to circumstances or causes beyond the control of Optimum. Unless otherwise provided by applicable law, in the event any amounts owed by Optimum to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Optimum.
- 11. Equipment and Software.** "Distribution System" shall mean (1) all distribution plant, network facilities and associated electronics and all Equipment installed or provided by Optimum or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring, and (2) all Equipment furnished by Optimum at the premises. Ownership of the Distribution System shall at all times be and remain in Optimum and shall be used exclusively by and in connection with Optimum operations. Upon termination of this Agreement and if Optimum is no longer providing Services to the premises, Optimum has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Optimum to Customer's reasonable satisfaction. "Equipment" means all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Altice One and Altice One Mini units distributed to and/or installed for use in the Customer's service location but does not include Inside Wiring. "Inside Wiring" shall mean all wiring on the Customer's side of the demarcation point at Customer's service location, whether installed by Optimum or by Customer. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Customer's service location. Inside Wiring shall be Customer property and not Optimum Equipment, and repair and maintenance for such Inside Wiring is the responsibility of Customer unless otherwise agreed by Customer and Optimum. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Unless otherwise stated in the Service Order, Customer will acquire no ownership or other interest in the Distribution System, Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Distribution System, Equipment or network facilities to Customer's premises.
- a. **Misuse of Equipment.** Optimum Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Optimum authorization. Customer agrees that neither Customer nor any other person (except Optimum's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self-installation procedures approved by Optimum) will not permit anyone other than a Optimum authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.
- b. **Return of Equipment.** If Customer's Service is terminated or cancelled (for whatever reason), unless Optimum expresses otherwise in writing, Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Optimum in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Customer fails to return the Equipment, Customer will pay any expenses Optimum incurs in retrieving the Equipment. Failure of Optimum to remove the Equipment does not mean that Optimum has abandoned the Equipment. Optimum may impose a charge for unreturned Equipment to be determined in accordance with Optimum's then current schedule of charges for non-returned Equipment and/or continue to charge Customer a monthly Service fee every month until any remaining Equipment is returned, collected by Optimum or fully paid for by Customer. Any charge for unreturned Equipment shall be due immediately. Optimum retains ownership of all Equipment.
- c. **Damaged or Lost Equipment.** If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.
- d. **Operation of Equipment.** Customer agrees to operate any Equipment in accordance with instructions of Optimum or Optimum's agent. Failure to do so will relieve the Optimum Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.
- e. **Tests and Inspections.** Upon reasonable notification to the Customer, and at a reasonable time, Optimum may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.
- f. **Software.** Customer agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Optimum ("Software"). The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Optimum and Optimum's licensors. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by Optimum and any related written materials. Optimum will have the right to upgrade, modify and enhance the Equipment and Software from time to time. Customer acknowledges that the Software, and any related written materials, may be subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.
- g. **Repair.** Optimum will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. Optimum assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Customer-provided

equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, which may be connected to the Services ("Customer Equipment"), except that Optimum may automatically push required software or firmware updates directly to Customer Equipment when necessary for the provision of Optimum Service(s). Customer is responsible for the repair and maintenance of Customer Equipment. Optimum is not responsible or liable for any loss or impairment of Optimum's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer Equipment. Optimum makes no warranties, with respect to Equipment or Service provided by Optimum or with respect to the Equipment's compatibility with any Customer Equipment.

- 12. Prohibitions/Theft of Service.** Customer shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.
- 13. Customer Liability for Users.** Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's subscribed to Services ("Users") understand and comply with all terms and conditions applicable to the Services.
- 14. Business Hosted Voice on Fiber:** Customers purchasing Business Hosted Voice on Fiber are also bound by the Additional Terms for Business Hosted Voice Service on Fiber found at [www.Optimum.com/terms-and-policies](http://www.Optimum.com/terms-and-policies) ("Terms of Service") and Exhibits A1 and A2 as set forth below.
- a. SOFTPHONES, OFF-SITE PHONES & WIFI CONNECTIVITY:** OPTIMUM ALLOWS THE ABILITY TO ACCESS THE HOSTED VOICE SERVICE THROUGH SOFTPHONES, OFF-SITE PHONES AND WIFI CONNECTIVITY. IN NO EVENT SHALL OPTIMUM BE RESPONSIBLE FOR, NOR DOES IT WARRANT THE PERFORMANCE OR INTEROPERABILITY OF THE SERVICE IN CONNECTION WITH ANY SOFTPHONES, OFF-SITE PHONES OR WIRELESS CONNECTIVITY. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO SUPPORT AND TROUBLESHOOT ANY RELATED CONNECTIVITY ISSUES UNDER THIS SECTION. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THE HOSTED VOICE PRODUCT CHARACTERISTICS AS SET FORTH IN THE OFF-SITE REMOTE PHONE AND SOFTPHONE ACKNOWLEDGEMENT ATTACHED HERETO AS EXHIBIT A2. PHONES NOT PROVIDED BY OPTIMUM UNDER THIS AGREEMENT ARE NOT PERMITTED NOR SUPPORTED AND USE OF SUCH PHONES WILL RESULT IN TERMINATION OF THIS AGREEMENT.
- b. Emergency Calling Services (E911) for Hosted Voice Service:** Customer is responsible for complying with all applicable emergency calling service laws. E911 procedures and restrictions are set forth in Emergency Calling Services Terms and Conditions attached hereto as Exhibit A1.
- 15. Managed DDoS Protection Service:** Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Altice Business Internet Service (over fiber) only, will monitor, detect and mitigate Altice Business Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Altice Business Internet Service/traffic only.
- 16. Service Level Agreement:** The Service Level Agreement ("SLA") attached hereto as Exhibit A sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA.
- 17. Access to Customer Premises.** Customer grants Optimum and its employees, agents, contractors, and representatives all necessary rights of access to enter and within Customer's premises, including access to space for cables, conduits and equipment, the wiring within Customer's premises and Customer's computer(s) and other devices, to install, deliver, connect, inspect, maintain, repair, replace, disconnect, remove or alter any and all facilities, check for signal leakage or install or deliver Equipment and Software provided by Optimum. Customer shall cooperate in providing such access upon request of Optimum. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Optimum personnel and/or its agents to enter the premises for the purposes described herein. Optimum's failure to remove its Equipment shall not be deemed an abandonment thereof. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Optimum's equipment. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Optimum network.
- 18. Violations of this Agreement.** It shall be a violation of this Agreement for Customer or any User (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Optimum's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if: (a) Customer or any User fails to abide by Optimum's rules and regulations or to pay the charges billed; (b) Customer or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete; (c) Customer or any User engages in any illegal or prohibited activity in connection with their use of any Service; (d) Customer or any User harasses, threatens or otherwise abuses any Optimum employee or agent; (e) Customer or any User refuses to provide Optimum with reasonable access to the service location or refuses to allow Optimum to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or (f) The amount of customer and/or technical support required to be provided to Customer or any User is excessive in the sole good faith discretion of Optimum.
- 19. Termination.** Optimum may terminate this Agreement, disconnect or suspend any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including but not limited to if Customer or any User fails to fully comply with the terms of this Agreement and/or any Optimum or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Optimum terminates Service due to a violation of this Agreement or Optimum's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Optimum may also exercise other rights and remedies available under law or in equity.
- 20. Effect of Termination by Optimum.** Customer agrees that in the event of termination by Optimum: (i) Optimum and any Third Party Providers of co-branded services offered as part of or through the high speed internet service shall have no liability to Customer or any User; and (ii) unless expressly prohibited by law, Optimum, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Customer or any former User. Customer further agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) Customer's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Optimum. Failure of Optimum to remove Equipment shall not be deemed an abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Optimum in the event that Customer shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.
- 21. Content and Services.** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.
- 22. Disclaimer.** Optimum assumes no liability for any program, services, content or information distributed on or through the Services, Equipment or the cable system, unless locally provided by Optimum, and Optimum expressly disclaims any responsibility or liability for your use thereof. Further, Optimum shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.
- 23. Telephone Communications Regarding Customer Account or Service.** Customer agrees that Optimum and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account-related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. Customer agrees to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. Customer can manage your contact preferences by logging into your account at <http://www.Optimum.com>.

**24.No Waiver.** The failure of Optimum to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Optimum or the ability to assert or enforce such right at any time in the future.

**25.No Assignment.** This Agreement and the Services and/or Equipment supplied by Optimum are not assignable or otherwise transferable by Customer, without specific written authorization from Optimum. In Optimum's discretion, Optimum may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Optimum affiliates.

**26.No Warranty; Limitation of Liability.** Customer expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Optimum on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) Optimum, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Optimum Parties") are not responsible or liable for any loss or impairment of service due in whole or in part to Customer owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Customer's sole risk and Customer assumes total responsibility for Customer's or any User's use of the Services. Without limiting the generality of the foregoing, the Optimum Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Customer owned- or provided-Equipment; or (iv) as to the security of Customer's communications via Optimum's facilities or Services, or that third parties will not gain unauthorized access to or monitor Customer's communications. Customer has the sole responsibility to secure Customer's communications and the Optimum Parties will not be liable for any loss associated with such unauthorized access. In addition, neither the Optimum Parties nor any Third-Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Optimum shall not be party to nor responsible for monitoring any transaction between Customer and any Third Party Provider of products or services.

Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Optimum Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Customer or anyone else using Customer's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Customer's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party. Optimum's Maximum Liability to Customer arising under this Agreement shall be the lesser of \$5,000.00 or the amount actually paid by Customer for Services hereunder for the respective regular billing period.

**27.Indemnification.** Customer agrees to defend, indemnify, and hold harmless Optimum Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Customer or otherwise arising out of or related in any way to the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Optimum to Customer. Customer agrees to indemnify and hold harmless the Optimum Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Optimum's Equipment, facilities and associated wiring on Customer's premises and further, Customer indemnifies and holds harmless the Optimum Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Optimum or the use thereof by Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Optimum, and apparatus, Equipment, and systems provided by Customer; and against all other claims arising out of any act or omission of Customer in connection with the Services or facilities provided by Optimum.

**28.Regulatory Authority.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended.

**29.BINDING ARBITRATION.** Please read this section carefully. It affects Customers rights

**a. Agreement to Arbitrate Disputes.** Any and all disputes arising between The Customer and Optimum, or its respective predecessors in interest, successors, assigns, and past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, and agents, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory.
- Claims that arose before this or any prior Agreement; and
- Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either Customer or Optimum may bring claims in small claims court in Customer's jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. If the law of Your jurisdiction allows small claims actions to be removed or appealed for a trial de novo in a court of general jurisdiction, that appeal instead shall be resolved in an individual arbitration under this arbitration provision. The Customer may also bring issues to the attention of federal, state, and local executive or administrative agencies.

Resolving Customer dispute with Optimum through arbitration means The Customer will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **THE CUSTOMER AGREES THAT BY ENTERING INTO THIS AGREEMENT, THE CUSTOMER AND OPTIMUM EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

**b. Opting Out of Arbitration.** IF THE CUSTOMER HAS BEEN AN EXISTING SUBSCRIBER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH OPTIMUM OR A PREDECESSOR COMPANY, THIS OPT OUT PROVISION DOES NOT APPLY TO THE CUSTOMER.

IF THE CUSTOMER BECAME A SUBSCRIBER WITHIN THE 30 DAYS IMMEDIATELY PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, THE CUSTOMER MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

IF THE CUSTOMER BECAME A SUBSCRIBER AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION AGREEMENT, THE CUSTOMER MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE OPENING OF CUSTOMER'S OPTIMUM ACCOUNT. IN ALL INSTANCES, NOTICE SHALL BE PROVIDED BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO: OPTIMUM SHARED SERVICES, 1111 STEWART AVENUE, BETHPAGE, NY 11714, ATTN: ARBITRATION.

**TO BE VALID, AN OPT-OUT NOTICE MUST: (1) INCLUDE THE CUSTOMER NAME, ADDRESS, OPTIMUM ACCOUNT NUMBER, PHYSICAL SIGNATURE IF SENT BY MAIL OR ELECTRONIC SIGNATURE IF SENT VIA EMAIL, AS WELL AS A CLEAR STATEMENT THAT ARE REJECTING THE ARBITRATION PROVISION IN THIS AGREEMENT; AND (2) BE RECEIVED BY OPTIMUM WITHIN THE APPLICABLE 30-DAY TIME PERIOD ABOVE.**

**YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH OPTIMUM OR THE DELIVERY OF OPTIMUM SERVICES TO THE CUSTOMER. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER PRIOR OR FUTURE ARBITRATION AGREEMENTS THAT THE CUSTOMER MAY HAVE WITH OPTIMUM.**

c. Pre-Arbitration Process. (i.) Notice Of Dispute. A party who intends to commence arbitration must first send the other party a written Notice of Dispute and engage in a good-faith negotiation of the dispute in an effort to resolve it without the need for arbitration. To be valid, Your Notice of Dispute must include: (1) The Customer name; (2) the account number and service address; (3) an email address and telephone number at which The Customer may be reached during business hours; (4) a description of the nature and basis of your claims or dispute (including where applicable specific dates); (5) an explanation of the specific relief sought; (6) Your physical or electronic signature; and (7) if The Customer has retained an attorney, Your signed statement authorizing Optimum to disclose your confidential account records to Your attorney if necessary in resolving Your claim. For Your convenience, The Customer may download a Notice of Dispute form from our website at [www.Optimum.net/NoticeOfDispute](http://www.Optimum.net/NoticeOfDispute). Once the Customer has written the letter or filled out the Notice, send it to us by certified mail at Optimum Shared Services, 1111 Stewart Avenue, Bethpage, NY 11714, Attn: Customer Disputes. Optimum will send any Notice of Dispute to The Customer at the billing address on file with the account. (ii.) 60 Day Wait Period. Whoever sends the Notice of Dispute must give the other party 60 days after receipt to investigate the claim. During that period, either party may request an individualized discussion (by phone call or videoconference) regarding settlement, which shall take place at a mutually agreeable time (which can be after the 60-day period). The Customer and an Optimum legal or business representative (or outside counsel) must personally participate, unless otherwise agreed in writing. Your lawyers (if any) also can participate. If Optimum has not been able to resolve your dispute to your satisfaction within the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement, the Customer may start arbitration proceedings. The Notice of Dispute and discussion requirements are essential in order to give the parties a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, the parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, the arbitration administrator shall neither accept nor administer the arbitration nor assess fees in connection with such an arbitration. The submission of a Notice of Dispute will toll the statute of limitations for the claim until the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement.

d. Commencing an Arbitration. To commence an arbitration, The Customer must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Optimum. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/rulesformsfees>.

e. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. The Customer may obtain copies of those rules from the AAA at [www.adr.org](http://www.adr.org). If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern.

A single arbitrator will resolve the dispute between The Customer and Optimum. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including subscriber personally identifiable information.

All issues are for the arbitrator to decide, except issues relating to arbitrability, the scope or enforceability of this arbitration provision, the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief, and compliance with the requirements of Sections 26.c and 26.g shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, an arbitrator's ruling will not be binding in other proceedings involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Customer's service address. If the amount in dispute is less than \$50,000, Optimum agrees that The Customer may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic or videoconference hearing, or by an in-person hearing as established by AAA rules.

If the amount in dispute exceeds \$75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA under its Optional Appellate Arbitration Rules (including its rules governing allocation of fees and costs) by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. The award shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

f. Arbitration Fees. Except as otherwise provided in this arbitration provision, if Optimum initiates an arbitration, Optimum will pay all arbitration filing, administrative, and arbitrator fees.

If The Customer initiate an arbitration, The Customer will be responsible for paying a portion of the arbitration fees as follows: If Customer is seeking claims of \$1,000 or less, Customer's share of the fees will be capped at \$100, and If Customer is seeking claims of between \$1,001-\$10,000, Customer's share of such fees will be capped at \$200. If Customer is seeking claims of more than \$10,000, the filing, administrative and arbitrator fees will be allocated in accordance with the AAA rules. If Customer cannot pay Your share of these fees, Customer may request a fee waiver from the AAA. In addition, Optimum will consider reimbursing Your share of these fees if The Customer indicates they cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. The Customer is responsible for all additional costs and expenses that The Customer incurs in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Optimum to pay those costs and expenses.

Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and The Customer agrees to reimburse Optimum for any amounts Optimum may have paid on Your behalf.

g. Mass Arbitration Procedures. If 25 or more claimants submit Notices of Dispute or file arbitrations raising similar claims and are represented by the same or coordinated counsel, all the cases must be resolved in staged bellwether proceedings. The Customer agrees to this process even though it may delay the resolution of your claim. In the first stage, each side shall each select up to 15 cases (30 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, or demand payment of fees for arbitrations



commenced in violation of this Mass Arbitration Procedures section. If the parties cannot agree how to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, the process will be repeated until all claims are resolved.

If this Mass Arbitration Procedures section applies to a Notice of Dispute, any statute of limitations applicable to the claims set forth in that Notice of Dispute will be tolled from the time the first cases are selected for bellwether proceedings until that Notice of Dispute is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this Mass Arbitration Procedures section, including by enjoining the mass filing or prosecution of arbitrations or the assessment or collection of AAA fees.

h. Governing Law. Because the Service(s) provided to The Customer involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.

i. Waiver of Class and Representative Actions. **YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL**

If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, or request for relief (such as a request for public injunctive relief) then The Customer and Optimum agree that such claim or request for relief (and only that claim or request) shall be decided by a court after all other claims and requests for relief are arbitrated. In that instance, or any instance when a claim between The Customer and Optimum proceeds to court rather than through arbitration, The Customer and Optimum each waive the right to any trial by jury through this Agreement.

j. Amendments to this Arbitration Provision. Notwithstanding any provision in the Agreement to the contrary, The Customer and Optimum agree that if Optimum makes any amendment to this arbitration provision (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall apply to all disputes or claims that have arisen or may arise between The Customer and Optimum, including disputes or claims that arose prior to the effective date of the amendment. We will notify the Customer of amendments to this arbitration provision in the manner described in Section 31. If the Customer does not agree to the revisions, the Customer must cease use of all Service(s) within 30 days and notify Optimum that The Customer are canceling this Agreement.

k. Severability and Survival. If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

30. Governing Law. Subject to Section 29.h above, this Agreement shall be governed by the laws of the state of New York.

31. No Relationship. Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Optimum and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the High Speed Internet Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.

32. Survival. All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Optimum rights and the rights of others).

33. Force Majeure. Optimum Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Optimum, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.

34. Entire Agreement. This Agreement, including the applicable Additional Terms of Service, Privacy Policy and Acceptable Use Policy ("AUP"), the Service Order and the Schedule of Fees constitute the entire agreement between Optimum and Customer with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Optimum in connection with the sale, installation, maintenance or removal of Optimum's Services or Equipment shall be binding on Optimum except as expressly included herein.

35. Amendment; Notice. Optimum may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Optimum may notify Customer of any such changes to this Agreement, or any other required or desired notice hereunder, by posting notice of such changes on Optimum's website (www.Optimum.com), or by sending notice via email or postal mail to Customer's billing address, and/or by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Optimum may from time to time notify Customer about important information regarding the Services, the Privacy Policy and this Agreement by such methods, Customer agrees to regularly check postal mail, e-mail and all postings on the Optimum web site (www.Optimum.com) and Customer bears the risk of failing to do so. The Customer's continued use of the applicable Service(s) following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such revision. If Customer does not agree to any revision of this Agreement, Customer must immediately cease use of all Service(s) and notify Optimum that Customer is cancelling this Agreement in accordance with the then-current policy.

**Exhibit A**  
**Service Level Agreement (Fiber Services Only) Not applicable to COAX**

This Service Level Agreement ("SLA") covers the local transport area to the Optimum demarcation point including Optimum equipment associated with the endpoints such as POE devices and routers. The provisions described below shall be Customer's sole and exclusive remedy in the event of Interruption.

**MEAN TIME TO REPAIR**

Optimum's objective is a four (4) hour mean-time-to-repair ("MTTR")

**SERVICE LEVEL GUARANTEE**

**Interruption/Outage ("Interruption"):** Defined as a total loss of Service.

**Service Level Guarantee:** If Customer detects an Interruption, Customer shall open a trouble ticket with Optimum Network Operation Center by calling 866-232-5455 (option 4) or via the customer portal at Optimum.com. An Interruption period begins when Customer reports a circuit/service failure, opens a valid trouble ticket and releases it for testing and repair. The controlling record for the purpose of determining the duration of the Interruption and calculating credits shall be the date/time stamp on the trouble reporting ticket as generated by Optimum's trouble reporting system. An Interruption period ends when the circuit/service is operative.

- a. If Customer reports a circuit/service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. If an Altice/ Optimum technician is dispatched for a reported failure and it is determined that such failure is not within Optimum's control, Customer will be subject to a truck roll fee for any subsequent dispatch/truck roll(s) requested.
- c. Customer may request a credit, in writing, and reference the date of the ticket. Requests for credit must be submitted to [enterprisecare@alticeusa.com](mailto:enterprisecare@alticeusa.com) within thirty (30) calendar days of the Interruption.
- d. For calculating credit allowances, every month is considered to have thirty (30) days.
- e. A credit allowance is applied on a pro rata basis against the monthly recurring charge for the affected circuit/service and is dependent upon the length of the Interruption.

Optimum shall credit Customer's monthly recurring charges for the circuit/service experiencing the Interruption as follows:

<b><u>Outage Duration</u></b>	<b><u>Credit of Monthly Charges</u></b>
Less than 30 minutes	none
30 minutes up to but not including 3 hrs	1/10 of a day
3 hrs up to but not including 6 hrs	1/5 of a day
6 hrs up to but not including 9 hrs	2/5 of a day
9 hrs up to but not including 12 hrs	3/5 of a day
12 hrs up to but not including 15 hrs	4/5 of a day
15 hrs up to and including 24 hrs	1 day
Over 24 hours	2 days for each full 24-hour period

**Limitations:** Total credits in a given month shall not exceed one hundred percent (100%) of the monthly recurring charge for the affected circuit/service in that month.

**No credit allowance will be made for:**

- a. Interruptions caused by the negligence of Customer or third parties outside of Optimum's control.
- b. Interruptions due to the failure of power, equipment, systems or connections not provided by Optimum under this Agreement.
- c. Interruptions during any period when Customer has released the circuit for maintenance or rearrangement purposes or for the implementation of a customer order.
- d. Interruptions which continue because of Customer's failure to authorize replacement of any element of the Service.
- e. Interruptions due to force majeure events.
- f. No trouble found or where the fault of the trouble is undetermined.

## Request your trial subscription

Please complete the form and we will begin verifying your eligibility as a US federal, state, local, or tribal entity, or their partner and begin the trial enrollment process. We will contact you by email within two business days regarding next steps.

The Azure Government 90-day trial includes \$500 per month to spend on Azure Government services. This is a non-renewable, fixed-term, free-trial agreement. Customers and partners who wish to continue using Azure Government after 90 days or after the \$500 limit is exceeded need an Ongoing Agreement or a Pay-As-You-Go subscription.

Please be aware that if you have a customer who would like to request an Azure Government trial, a representative of their company with the authority to sign the Azure Government terms and conditions must submit the following request form.

We look forward to helping you accelerate your secure transformation to Azure Government.

### Tell us about yourself and organization

All fields marked with \* are required

First name \*

Last name \*

Organizational e-mail address \*

Confirm e-mail address \*

Prefix \*

Phone \*

Suffix \*

My organization is

- ☐ US federal, state, local, or tribal government entity
- ☐ Solution provider serving US federal, state, local or tribal government entities
- ☐ Customer handling government-controlled data

Organization name \*

Organization website

Please provide your business address.

Country/Region

United States

Street address \*

Suite

City \*

State

Select State

Postal code \*

Desired domain name

Domain names must use only the letters a to z (not case sensitive) and numbers 0 to 9. Additionally, the length of the domain name and the subin username cannot be longer than 64 characters.

Enter your desired username

Your username can contain only letters, numbers, periods, hyphens, and underscores. It cannot contain spaces, special characters, or reserved letters.

Please note that because Azure Government is logically isolated, the chosen domain must be different than that of any existing Microsoft Office 365, Azure global, or other Microsoft cloud offering you may have. This includes any Azure Government preview or trial domains.

**Azure Government trial terms and conditions**

☐ I have read and agree to the [Azure Government trial terms and conditions](#), and I have the authority to bind my organization to these terms and conditions.

☐ Microsoft may use your contact information to send you relevant public sector content or offers. You may unsubscribe at any time. To learn more, read the [Privacy Statement](#).

By requesting a Microsoft Azure Government trial, you agree to receive trial notifications and service-related communications from Microsoft.

Submit

# Microsoft Online Subscription Agreement – US Government Cloud

Last updated: January 2019

This Microsoft Online Subscription Agreement is between the entity you represent, or, if you do not designate an entity in connection with a Subscription purchase or renewal, you individually ("you" or "your"), and Microsoft Corporation ("Microsoft", "we", "us", or "our"). It consists of the terms and conditions below, as well as the Online Services Terms, the SLAs, and the Offer Details for your Subscription or renewal (together, the "agreement"). It is effective on the date we provide you with confirmation of your Subscription or the date on which your Subscription is renewed as applicable. Key terms are defined in Section 12.

## 1. Use of Online Services.

**a. Right to use.** We grant you the right to access and use the Online Services and to install and use the Software included with your Subscription, as further described in this agreement. We reserve all other rights.

**b. Acceptable use.** You may use the Product only in accordance with this agreement. You may not reverse engineer, decompile, disassemble, or work around technical limitations in the Product, except to the extent applicable law permits it despite these limitations. You may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters your use of the Online Services. You may not rent, lease, lend, resell, transfer, or host the Product, or any portion thereof, to or for third parties except as expressly permitted in this agreement or the Online Services Terms.

**c. End Users.** You control access by End Users, and you are responsible for their use of the Product in accordance with this agreement. For example, you will ensure End Users comply with the Acceptable Use Policy.

**d. Customer Data.** You are solely responsible for the content of all Customer Data. You will secure and maintain all rights in Customer Data necessary for us to provide the Online Services to you without violating the rights of any third party or otherwise obligating Microsoft to you or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to your use of the Product other than as expressly set forth in this agreement or as required by applicable law.

**e. Responsibility for your accounts.** You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Online Services. You must promptly notify our customer support team about any possible misuse of your accounts or authentication credentials or any security incident related to the Online Services.

**f. Preview releases.** We may make Previews available. **Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLAs and all limited warranties provided in this agreement.** Previews may not be covered by customer support. We may change or discontinue Previews at any time without notice. We also may choose not to release a Preview into general availability.

**g. Managed Services for Microsoft Azure.** You may use Microsoft Azure Services to provide a Managed Service Solution provided (1) you have the sole ability to access, configure, and administer the Microsoft Azure Services, (2) You have administrative access to the virtual OS (s) on the hypervisor, and (3) you have administrative access to the virtual network (s) on the hypervisor.

Use of the Managed Service Solution, and (3) the third party has administrative access only to its application(s) or virtual machines. You are responsible for the third party's use of Microsoft Azure Services in accordance with the terms of this agreement. Your provision of Managed Services remains subject to the following limitations in the Online Services Terms:

(i) you may not resell or redistribute the Microsoft Azure Services, and

(ii) you may not allow multiple users to directly or indirectly access any Microsoft Azure Services feature that is made available on a per user basis.

**h. Additional Software for use with the Online Services** To enable optimal access to and use of certain Online Services, you may install and use certain Software in connection with your use of the Online Service as described in the Online Services Terms. We license Software to you; we do not sell it. Proof of your Software license is (1) this agreement, (2) any order confirmation, and (3) proof of payment. Your rights to access Software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

## 2. Purchasing services.

**a. Available Subscription offers** The Portal provides Offer Details for available Subscription offers, which generally can be categorized as one or a combination of the following:

(i) **Commitment Offering.** You commit in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis in advance of use. With respect to Microsoft Azure Services, additional or other usage (for example, usage beyond your commitment quantity) may be treated as a Consumption Offering. Committed quantities not used during the Term will expire at the end of the Term.

(ii) **Consumption Offering (also called Pay-As-You-Go).** You pay based on actual usage in the preceding month with no upfront commitment. Payment is on a periodic basis in arrears.

(iii) **Limited Offering.** You receive a limited quantity of Online Services for a limited term without charge (for example, as a Trial Subscription) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to pricing, cancellation fees, payment, and data retention may not apply.

### b. Ordering.

(i) By ordering or renewing a Subscription, you agree to the Offer Details for that Subscription. Unless otherwise specified in those Offer Details, Online Services are offered on an "as available" basis. You may place orders for your Affiliates under this agreement and grant your Affiliates administrative rights to manage the Subscription, but Affiliates may not place orders under this agreement. You also may assign the rights granted under Section 1.a to a third party for use by that third party in your internal business. If you grant any rights to Affiliates or third parties with respect to Software or your Subscription, such Affiliates or third parties will be bound by this agreement and you agree to be jointly and severally liable, to the extent not prohibited expressly by applicable law, for any actions of such Affiliates or third parties related to their use of the Products.

(ii) Some offers may permit you to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription. If you decrease the quantity during a Term, we may charge you a cancellation fee for the decrease in quantity as described below in Section 3.b.

**c. Pricing and payment.** Payments are due and must be made according to the Offer Details for your Subscription.

(i) For Commitment Offerings, the price level may be based on the quantity of Online Services you ordered. Some offers may permit you to modify the quantity of Online Services ordered during the Term and your price level may be adjusted accordingly, but price level changes will not be retroactive. During the Term of your Subscription, prices for Online Services will not be increased, as to your Subscription, from those posted in the Portal at the time your Subscription became effective or was renewed, except where prices are identified as temporary in the Offer Details, or for Previews or Non-Microsoft Products. All prices are subject to change at the beginning of any Subscription renewal.

(ii) For Consumption Offerings, pricing is subject to change at any time upon notice.

### d. Renewal.

(i) Upon renewal of your Subscription, this agreement will terminate, and your Subscription will thereafter be governed, by the terms and conditions set forth in the Portal on the date on which your Subscription is renewed (the "Renewal Terms"). If you do not agree to any Renewal Terms, you may decline to renew your Subscription.

(ii) For Commitment Offerings, you may choose to have a Subscription automatically renew or terminate upon expiration of the Term.

Automatic renewal is pre-selected. You can change your selection at any time during the Term. If the existing Term is longer than one calendar

(iii) For Consumption Offerings, unless prohibited by applicable law, your Subscription will renew automatically for additional one-month terms until you terminate the Subscription.

(iv) For Limited Offerings or Trial Subscriptions, renewal may not be permitted.

**e. Eligibility for Academic, Government and Nonprofit versions.** You agree that if you are purchasing an academic, government or nonprofit offer, you meet the respective eligibility requirements listed at the following sites:

(i) For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at <http://go.microsoft.com/?linkid=9862882> (<https://go.microsoft.com/?linkid=9862882&clid=0x409>);

(ii) For government offers, the requirements listed at <http://go.microsoft.com/?linkid=9862883> (<https://go.microsoft.com/?linkid=9862883&clid=0x409>);

(iii) For nonprofit offers, the requirements listed at <http://www.microsoftvolumelicensing.com/userights/DocumentSearch.aspx?Mode=3&DocumentTypeId=19> (<https://www.microsoftvolumelicensing.com/>).

Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if the eligibility requirements are not met.

#### **f. Taxes.**

Prices are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. You must pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this agreement and which we are permitted to collect from you under applicable law, if any. You will be responsible for any applicable stamp taxes and for all other taxes that you are legally obligated to pay, if any, including any taxes that arise on the distribution or provision of Products to your Affiliates. We will be responsible for all taxes based on our net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on our property ownership.

If any taxes are required to be withheld on payments you make to us, you may deduct such taxes from the amount owed to us and pay them to the appropriate taxing authority; provided, however, that you promptly secure and deliver an official receipt for those withholdings and other documents we reasonably request to claim a foreign tax credit or refund. You must ensure that any taxes withheld are minimized to the extent possible under applicable law.

### **3. Term, termination, and suspension.**

**a. Agreement term and termination.** This agreement will remain in effect until the expiration, termination, or renewal of your Subscription, whichever is earliest.

**b. Subscription termination.** You may terminate a Subscription at any time during its Term; however, you must pay all amounts due and owing before the termination is effective.

(i) **One-Month Subscription.** A Subscription having a one-month Term may be terminated anytime without any cancellation fee.

(ii) **Subscriptions of more than one-month.** If you terminate a Subscription to Microsoft Azure Services within 30 days of the date on which the Subscription became effective or was renewed, no refunds will be provided and you must pay for the initial 30 days of the Subscription, but no payments will be due for the remaining portion of the terminated Subscription. If you terminate a Subscription to Microsoft Azure Services at any other time during the term, you must pay for the remainder of the Term, and no refunds will be provided.

For all other Online Services, if you terminate a Subscription before the end of the Term, you must pay a fee equal to one-month's Subscription fee and you will receive a refund of any portion of the Subscription fee you have paid for the remainder of the Term; provided, however, no refunds will be provided for partially unused months.

**c. Suspension.** We may suspend your use of the Online Services if: (1) it is reasonably needed to prevent unauthorized access to Customer Data; (2) you fail to respond to a claim of alleged infringement under Section 5 within a reasonable time; (3) you do not pay amounts due under this agreement; or (4) you do not abide by the Acceptable Use Policy or you violate other terms of this agreement. If one or more of these conditions occurs, then:

(i) For Limited Offerings, we may suspend your use of the Online Services or terminate your Subscription and your account immediately without notice, if not prohibited by applicable law.

(ii) For all other Subscriptions, a suspension will apply to the minimum necessary part of the Online Services and will be in effect only while the condition or need exists. We will give notice before we suspend, except where we reasonably believe we need to suspend immediately. We will give at least 30 days' notice before suspending for non-payment. If you do not fully address the reasons for the suspension within 60 days

US Government Cloud Subscription Agreement | Microsoft Azure | <https://azure.microsoft.com/en-us/support/legal/subscription-agreement...>  
If we suspend, we may terminate, or not prohibited by applicable law, your Subscription and delete your Customer Data with retention period. We may, if not prohibited by applicable law, also terminate your Subscription if your use of the Online Services is suspended more than twice in any 12-month period.

## 4. Warranties.

### a. Limited warranty.

**(i) Online Services.** We warrant that the Online Services will meet the terms of the SLA during the Term. Your only remedies for breach of this warranty are those in the SLA.

**(ii) Software.** We warrant for one year from the date you first use the Software that it will perform substantially as described in the applicable user documentation. If Software fails to meet this warranty we will, at our option and as your exclusive remedy, either (1) return the price paid for the Software or (2) repair or replace the Software.

**b. Limited warranty exclusions.** This limited warranty is subject to the following limitations:

**(i)** any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty;

**(ii)** this limited warranty does not cover problems caused by accident, abuse or use of the Products in a manner inconsistent with this agreement or our published documentation or guidance, or resulting from events beyond our reasonable control;

**(iii)** this limited warranty does not apply to problems caused by a failure to meet minimum system requirements; and

**(iv)** this limited warranty does not apply to Previews or Limited Offerings.

**c. DISCLAIMER. Other than this warranty, and to the extent not prohibited by applicable law, we provide no warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose. These disclaimers will apply except to the extent applicable law does not permit them.**

## 5. Defense of claims.

### a. Defense.

**(i)** We will defend you against any claims made by an unaffiliated third party that a Product infringes that third party's patent, copyright or trademark or makes unlawful use of its trade secret.

**(ii)** To the extent not prohibited by applicable law and to the extent subsection (iii) below does not apply to you, you will defend us against any claims made by an unaffiliated third party that (1) any Customer Data, Customer Solution, or Non-Microsoft Products, or services you provide, directly or indirectly, in using a Product infringes the third party's patent, copyright, or trademark or makes unlawful use of its trade secret; or (2) arises from violation of the Acceptable Use Policy.

**(iii)** If you are a Federal Agency, subsection (ii) above shall not apply. However, you agree that use of any Customer Data, Customer Solution, or non-Microsoft Products, or services you provide, directly or indirectly, in using a Product will not infringe any third party's patent, copyright or trademark or make unlawful use of any third party's trade secret. In addition, you will not use an Online Service in violation of the Acceptable Use Policy.

**b. Limitations.** Our obligations in Section 5a won't apply to a claim or award based on: (i) any Customer Solution, Customer Data, Non-Microsoft Products, modifications you make to the Product, or services or materials you provide or make available as part of using the Product; (ii) your combination of the Product with, or damages based upon the value of, Customer Data, or a Non-Microsoft Product, data, or business process; (iii) your use of a Microsoft trademark without our express written consent, or your use of the Product after we notify you to stop due to a third-party claim; (iv) your redistribution of the Product to, or use for the benefit of, any unaffiliated third party; or (v) Products provided free of charge

**c. Remedies.** If we reasonably believe that a claim under Section 5.a.(i) may bar your use of the Product, we will seek to: (i) obtain the right for you to keep using it; or (ii) modify or replace it with a functional equivalent and notify you to stop use of the prior version of the Product. If these options are not commercially reasonable, we may terminate your rights to use the Product and then refund any advance payments for unused Subscription rights.

**d. Obligations.** Each party must notify the other promptly of a claim under this Section. The party seeking protection must (i) give the other sole control over the defense and settlement of the claim (provided that for any Federal Agency Customers, the control of the defense and settlement is subject to 28 U.S.C. 516); and (ii) give reasonable help in defending the claim. The party providing the protection, if and as applicable, will (1) reimburse the other for reasonable out-of-pocket expenses that it incurs in giving that help and (2) pay the amount of any

Use of Government Community Cloud Subscription or Agreement. Microsoft Azure <https://azure.microsoft.com/en-us/support/legal/subscription-agreement...>  
consents to) under this Section 5 are in lieu of any common law or statutory indemnification rights or analogous rights, and each party waives such common law or statutory rights.

e. Notwithstanding the foregoing, and solely with respect to Federal Agency customers, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498.

## 6. Limitation of liability.

**a. Limitation.** The aggregate liability of each party for all claims under this agreement is limited to direct damages up to the amount paid under this agreement for the Online Service during the 12 months before the cause of action arose; provided, that in no event will a party's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription. For Products provided free of charge, Microsoft's liability is limited to direct damages up to \$5,000.

**b. EXCLUSION.** To the extent not prohibited by law, neither party will be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if the party knew they were possible or reasonably foreseeable.

**c. Exceptions to limitations.** The limits of liability in this Section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under Section 5; or (2) violation of the other's intellectual property rights.

**d. Federal Agencies.** For Customers that are Federal Agencies, this Section shall not impair your right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

## 7. Government Community Cloud.

If you are purchasing a Government Community Cloud offering, the following additional terms apply:

**a. Community requirements.** You certify you are a member of the Community and agree to use Government Community Cloud Services solely in your capacity as member of the Community and for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of this Agreement and/ or your license(s) for Government Community Cloud Services. You acknowledge that only Community members may use Government Community Cloud Services.

(i) All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Online Services Terms.

(ii) You must maintain its status as a member of the Community throughout the duration of the term for your Government Community Cloud Services. Maintaining status as a member of the Community is a material requirement for such services.

(iii) **DISCLAIMER. Government Community Cloud Services are not designed to operate in the same domain as non-Government Community Cloud Services.**

**b. Online Services Terms for Government Community Cloud Services** For Government Community Cloud Services, notwithstanding anything to the contrary in the Online Services Terms:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Online Services Terms, will not apply.

(iii) References to geographic areas in the Online Services Terms with respect to the location of Customer Data at rest, as set forth in the Online Services Terms, refer only to the United States.

**c. Control Standards and Frameworks.** Notwithstanding the Data Processing Terms section of the Online Services Terms, Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Compliance Trust Center Page describes the control standards and frameworks with which Azure Government Services comply

## 8. ITAR Covered Services.

This section applies to only the ITAR Covered Services, defined below, you buy under the Subscription. *These terms only apply if you provide express notice to Microsoft of your intent to manage ITAR controlled data in the Customer Data during the eligibility validation phase of the online application process.*

**a. Your Prerequisites:**



(ii) You acknowledge that the ITAR Covered Services ordered by you under the Subscription enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which your administrator(s) will manage and configure the ITAR Covered Services.

(iii) You are responsible for reviewing Online Services documentation, configuring the ITAR Covered Services, and adopting and implementing such policies and practices for your End Users' use of ITAR Covered Services, together with any add-ons, as you determine are appropriate to comply with the ITAR or other legal or regulatory requirements applicable to you and not generally applicable to Microsoft as an IT service provider.

(iv) You acknowledge that only ITAR Covered Services will be delivered subject to the terms of this Section. Processing and storage of ITAR-controlled data in other services, including without limitation add-ons, is not supported. Without limiting the foregoing, data that you elect to provide to the Microsoft technical support organization, if any, or data provided by or on your behalf to Microsoft's billing or commerce systems in connection with purchasing or ordering ITAR Covered Services, if any, is not subject to the provisions of this Section. You are solely responsible for ensuring that ITAR-controlled data is not included in support information or support case artifacts.

## b. Special Terms.

**(i) ITAR Covered Services.** The ITAR Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of your preparation to use the ITAR Covered Services for the storage, processing, or transmission of ITAR-controlled data, you should review applicable services documentation. Your compliance with the ITAR will be dependent, in part, on your configuration of the services and adoption and implementation of policies and practices for your End Users' use of ITAR Covered Services. You are solely responsible for determining the appropriate policies and practices needed for compliance with the ITAR.

**c. Personnel.** Microsoft personnel and contractors authorized by Microsoft to access Customer Data (that may include ITAR-controlled data) in the ITAR Covered Services, will be limited to U.S. persons, as that term is defined in the ITAR. You may also authorize Microsoft personnel and contractors to access its Customer Data. You are solely responsible for ensuring any such authorization is permissible under the ITAR.

**d. Use of Subcontractors.** As set forth in the OST, Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the ITAR Covered Services will be permitted to obtain Customer Data (that may include ITAR-controlled data) only to deliver the ITAR Covered Services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the ITAR Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with ITAR Covered Services, they are obligated to follow Microsoft's policies, including without limitation the geographic restrictions and controls selected by you in the configuration of the ITAR Covered Services. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations.

**e. Notification.** The Security Incident handling process defined in the OST will apply to the ITAR Covered Services. In addition, the parties agree to the following:

(i) You acknowledge that effective investigation or mitigation of a Security Incident involving ITAR-controlled data may be dependent upon information or services configurations within your control. Accordingly, proper treatment of ITAR-controlled data will be a joint obligation between Microsoft and you. If you become aware of any unauthorized release of ITAR-controlled data to Microsoft or the use of a service other than the ITAR Covered Service to store, process, or transmit ITAR-controlled data, you will promptly notify Microsoft of such event and provide reasonable assistance and information necessary for Microsoft to investigate and report such event.

(ii) If, subsequent to notification of a Security Incident by Microsoft, you determine that ITAR-controlled data may have been subject to unauthorized inspection or disclosure, it is your responsibility to notify the appropriate authorities of such event, or to notify impacted individuals, if you determine such notification is required under applicable law or regulation or your internal policies

(iii) If either party determines it is necessary or prudent to make a voluntary disclosure to the Directorate of Defense Trade Controls regarding the treatment of ITAR-controlled data in the Online Services, such party will work in good faith to notify the other party of such voluntary disclosure prior to providing such voluntary disclosure. The parties will work together in good faith in the development and reporting of any such voluntary disclosure.

**f. Conflicts.** If there is any conflict between any provision in this Section and any provision in the agreement, this Section shall control.

## 9. IRS 1075 Covered Services.

This section applies to only the IRS 1075 Covered Services, defined below, you buy under the Subscription

**(i)** You are responsible to ensure that the prerequisites established or required by IRS Publication 1075 are fulfilled prior to introducing FTI into the IRS 1075 Covered Services.

**(ii)** You acknowledge that the IRS 1075 Covered Services ordered by you under the Subscription enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which your administrator(s) will manage and configure the IRS 1075 Covered Services.

**(iii)** You are responsible to review Online Services documentation, configure the services, and adopt and implement such policies and practices for your End Users' use of IRS 1075 Covered Services, together with any add-ons, as you determine are appropriate in order for you to comply with IRS Publication 1075 or other legal or regulatory requirements applicable to you and not generally applicable to Microsoft as an IT service provider.

**(iv)** You acknowledge that only IRS 1075 Covered Services will be delivered subject to the terms of this Section 9. No other services are supported by the terms of this Section 9. Without limiting the foregoing, data that you elect to provide to the Microsoft technical support organization ("Support Data"), if any, or data provided by or on your behalf to Microsoft's billing or commerce systems in connection with purchasing/ordering IRS 1075 Covered Services ("Billing Data"), if any, is not subject to the provisions of this Section 9. You are solely responsible for ensuring that FTI is not provided as Support Data or Billing Data.

**b. IRS Publication 1075 Special Terms.**

IRS 1075 Covered Services. The IRS 1075 Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of your preparation to use the services for FTI, you should review applicable services documentation. Your compliance with IRS Publication 1075 will be dependent, in part, on your configuration of the services and adoption and implementation of policies and practices for your End Users' use of IRS 1075 Covered Services. You are solely responsible for determining the appropriate policies and practices needed for compliance with IRS Publication 1075.

**(i)** Background Checks. Notwithstanding anything to the contrary in Attachment 1, all screened personnel authorized to have logical access to Customer Data (that may include FTI) in the IRS 1075 Covered Services will meet background check requirements equivalent to those defined in IRS Publication 1075.

**(ii)** Attachment 1 contains the Safeguarding Contract Language for Technology Services specified by IRS Publication 1075. Microsoft and you have agreed that certain requirements of the Safeguarding Contract Language and IRS Publication 1075 will be fulfilled as set forth in the remainder of this section 9.

**(iii)** Personnel Records and Training. Microsoft will maintain a list of screened personnel authorized to access Customer Data (that may include FTI) in the IRS 1075 Covered Services, which will be available to you or to the IRS upon written request. You will treat Microsoft personnel personally identifiable information (PII) as Microsoft trade secret or security-sensitive information exempt from public disclosure to the maximum extent permitted by applicable law, and, if required to provide such Microsoft personnel PII to the IRS, will require the IRS to treat such personnel PII the same.

**(iv)** Training Records. Microsoft will maintain security and disclosure awareness training records as required by IRS Publication 1075, which will be available to you upon written request.

**(v)** Confidentiality Statement. Microsoft will maintain a signed confidentiality statement, and will provide a copy for inspection upon request.

**(vi)** Cloud Computing Environment Requirements. The IRS 1075 Covered Services are provided in accordance with the FedRAMP System Security Plan for the applicable services. Microsoft's compliance with controls required by IRS Publication 1075, including without limitation encryption and media sanitization controls, can be found in the applicable FedRAMP System Security Plan.

**(vii)** Use of Subcontractors. Notwithstanding anything to the contrary in Attachment 1, as set forth in the OST, Microsoft may use subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the IRS 1075 Covered Services will be permitted to obtain Customer Data (that may include FTI) only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the IRS 1075 Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with IRS 1075 Covered Services, they are obligated to follow Microsoft's policies. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations. Subject to the preceding, Microsoft may employ subcontractor personnel in the capacity of augmenting existing staff, and understands IRS Publication 1075 reference to employees to include employees and subcontractors acting in the manner specified herein. It is your responsibility to gain approval of the IRS for the use of all subcontractors.

**(viii)** Microsoft maintains a list of subcontractor companies who may potentially provide personnel authorized to access Customer Data in the

US Government Cloud Subscription Agreement - Microsoft Azure <https://azure.microsoft.com/en-us/support/legal/subscription-agreement...>  
by Microsoft. Microsoft will update these websites at least 14 days before authorizing any new subcontractor to access Customer Data, Microsoft will update the website and provide you with a mechanism to obtain notice of that update.

**(ix) Security Incident Notification.** The Security Incident handling process defined in the OST will apply to the IRS 1075 Covered Services. In addition, the parties agree to the following:

- 1.** You acknowledge that effective investigation or mitigation of a Security Incident may be dependent upon information or services configurations within your control. Accordingly, compliance with IRS Publication 1075 Incident Response requirements will be a joint obligation between Microsoft and you.
- 2.** If, subsequent to notification from Microsoft of a Security Incident, you determine that FTI may have been subject to unauthorized inspection or disclosure, it is your responsibility to notify the appropriate Agent-in-Charge, TIGTA (Treasury Inspector General for Tax Administration) and/or the IRS of a Security Incident, or to notify impacted individuals, if you determine this is required under IRS Publication 1075, other applicable law or regulation, or your internal policies.

**c. Your Right to Inspect.**

**(i) Audit by you.** You will, (i) be provided quarterly access to information generated by Microsoft's regular monitoring of security, privacy, and operational controls in place to afford you an ongoing view into the effectiveness of such controls, (ii) be provided a report mapping compliance of the IRS 1075 Covered Services with NIST 800-53 or successor controls, (iii) upon request, be afforded the opportunity to communicate with Microsoft's subject matter experts for clarification of the reports identified above, and (iv) upon request, and at your expense, be permitted to communicate with Microsoft's independent third party auditors involved in the preparation of audit reports. Notwithstanding anything to the contrary in Attachment 1, You will use this information above to satisfy with any inspection requirements under IRS Publication 1075 and agree that the audit rights described in this section are the sole rights to be provided in full satisfaction of any audit that may otherwise be requested by the IRS or you. Notwithstanding anything to the contrary in Attachment 1, Microsoft will not grant any inspection rights to the IRS or access to Microsoft data centers or other facilities that may cause Microsoft to be non-compliant with its contractual obligations under FedRAMP, ISO 27001/27018, other US Government security related operations, or its internal security policies.

**(ii) Confidentiality of Audit Materials.** Audit information provided by Microsoft to you will consist of highly confidential proprietary or trade secret information of Microsoft. Microsoft may request reasonable assurances, written or otherwise, that information will be maintained as confidential and/or trade secret information subject to this agreement prior to providing such information to Agency, and Agency will ensure Microsoft's audit information is afforded the highest level of confidentiality available under applicable law. Notwithstanding the foregoing, upon request and pursuant to appropriate confidentiality protections, you shall be permitted to provide Microsoft's audit information described in Section 9.c(i) to the IRS to satisfy the IRS inspection requirements under IRS Publication 1075.

**(iii)** This Section 9.c is in addition to compliance information available to you under the OST.

## 10. Criminal Justice Information Services (CJIS).

This section applies only to the Azure Government CJIS Covered Services, defined below, you buy under the Subscription.

**a. Your Prerequisites:**

**(i)** Microsoft's representations as it relates to its CJIS Covered Services' compliance with the FBI Criminal Justice Information Systems ("CJIS") Security Addendum (Appendix H of FBI CJIS Policy) are subject to your incorporation of applicable state-specific CJIS Amendment terms and conditions into your Subscription. They are also subject to your incorporation and flow down of such terms in your contracts with a Covered Entity.

**(ii)** Please visit <https://www.microsoft.com/TrustCenter/Compliance/CJIS> (<https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS>) for additional information about CJIS Covered States and CJIS Covered Services. Note that not all states are CJIS Covered States and that different CJIS Covered Services may apply in different CJIS Covered States. For more information about how to sign up for CJIS Covered Services through an Enterprise Agreement, please visit <https://azure.microsoft.com/pricing/enterprise-agreement/> (<https://www.microsoft.com/en-us/pricing/enterprise-agreement/>). For purposes of this section, if you are not in a CJIS Covered State, then Microsoft is unable to provide CJIS-related representations at this time, and no CJIS Amendment will apply,

**(iii)** You can access the terms and conditions of Microsoft's adherence to the FBI CJIS Policy by contacting the CSA in a CJIS Covered State. The Security Addendum for Private Contractors (Cloud Providers) referenced in the FBI CJIS Policy and CSA-provided terms and conditions is incorporated herein by reference, and you acknowledge that Microsoft's support for CJIS will be in accordance with those terms agreed to and/or signed by the applicable state CSA. You also acknowledge that it is your responsibility to contact the applicable state CSA for this and any additional information. You are required to, and acknowledge you will, work directly with the applicable state CSA for any CJIS-related documentation and audit requirements.

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(iv) You are responsible to ensure that the CJS Security Addendum has been signed by the CSA, that the CSA has approved your use of the Covered Services to store or process CJI, and that any other prerequisites established or required by either the FBI, state CSA, or you are fulfilled prior to introducing CJI into the Covered Services.

(v) You acknowledge that you will keep records of any Covered Entity to which you provide CJS State Agreements or other CJS-related documentation you obtain from the state CSA and shall make such records available to Microsoft promptly upon request.

b. If there is any conflict between any provision in this Section and any provision in the agreement, this Section shall control.

11. Miscellaneous

a. **Notices.** You must send notices by mail, return receipt requested, to the address below.

Microsoft Corporation	Microsoft Corporation
Volume Licensing Group	Legal and Corporate Affairs
One Microsoft Way	Volume Licensing Group
Redmond, WA 98052	One Microsoft Way
USA	Redmond, WA 98052
Via Facsimile: (425) 936-7329	USA
	Via Facsimile: (425) 936-7329

You agree to receive electronic notices from us, which will be sent by email to the account administrator you specify in the Portal. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the account administrator email address that you specify in the Portal is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not you actually receive the email.

- b. **License Transfers and Assignment.** You may not assign this agreement either in whole or in part or transfer licenses without Microsoft’s consent.
- c. **Consent to partner fees** When you place an order, you may be given the opportunity, if applicable, to identify a “Partner of Record” associated with your Subscriptions. By identifying a Partner of Record, directly or by authorizing a third party to do so, you consent to our paying fees to the Partner of Record. The fees are for pre-sales support and may also include post-sales support. The fees are based on, and increase with, the size of your order. Our prices for Online Services are the same whether or not you identify a Partner of Record.
- d. **Severability.** If any part of this agreement is held unenforceable, the rest remains in full force and effect.
- e. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver.
- f. **No agency.** This agreement does not create an agency, partnership, or joint venture.
- g. **No third-party beneficiaries.** There are no third-party beneficiaries to this agreement.
- h. **Applicable law and venue** This agreement is governed by Washington law, without regard to its conflict of laws principles, except that (i) if you are a U.S. Government entity, this agreement is governed by the laws of the United States, and (ii) if you are a state or local government entity in the United States, this agreement is governed by the laws of that state. Any action to enforce this agreement must be brought in the State of Washington. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.
- i. **Entire agreement.** This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this Microsoft Online Subscription Agreement, (2) the Online Services Terms, (3) the applicable Offer Details, and (4) any other documents in this agreement.
- j. **Survival.** The terms in Sections 1, 2.e, 3.b, 4, 5, 6, 7, and 8 will survive termination or expiration of this agreement.
- k. **U.S. export jurisdiction.** The Products are subject to U.S. export jurisdiction. You must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/> (<https://www.microsoft.com/en-us/exporting/>).

US Government, power Grid, cloud, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism... (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services)). This Section will not, however, apply to your payment obligations under this agreement.

**m. Contracting authority.** If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf. If you specify an entity, or you use an email address provided by an entity you are affiliated with (such as an employer) in connection with a Subscription purchase or renewal, that entity will be treated as the owner of the Subscription for purposes of this agreement.

**n. Additional Terms Applicable when you are a U.S. Federal Agency:**

(i) No provisions of any shrink-wrap or any click-through agreement (or other similar form of agreement) that may be provided in conjunction with any Product(s) acquired under this agreement shall apply in place of, or serve to modify any provision of this agreement, even if your user or your authorized officer purports to have affirmatively accepted such shrink-wrap or click-through provisions. For the avoid of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap or click-through provisions (irrespective of the products or services that such provisions attach to) and any term or condition of this agreement, then the relevant term or condition of this agreement shall govern and supersede the purchase of such Product(s) to the extent of any such conflict. All acceptance of agreements and renewals shall be executed in writing.

(ii) If any document incorporated by reference into this Agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein, contains a provision (a) allowing for the automatic termination of your license rights or Online Services; (b) allowing for the automatic renewal of services and/or fees; (c) requiring the governing law to be anything other than Federal law; and/or (d) otherwise violates applicable Federal law, then, such terms shall not apply with respect to the Federal Government. If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein contains an indemnification provision, such provision shall not apply as to the United States indemnifying Microsoft or any other party.

## 12. Definitions.

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Azure Government Services" means one or more of the services or features Microsoft makes available to you under this Subscription and identified at /en-us/global-infrastructure/regions/, which are Government Community Cloud Services.

"CJI" means Criminal Justice Information, as defined in FBI CJIS Policy.

"CJIS Covered State" means a state, as shown at <https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS/> (<https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS/>) or another site Microsoft may provide, with which Microsoft and the applicable state have entered into a CJIS State Agreement.

"CJIS Covered Service" means, for any state-specific CJIS Amendment, the Microsoft Online Services that are listed as such in that amendment, and for which Microsoft's CJIS representations apply.

"CJIS State Agreement" means an agreement between Microsoft and a Covered State's CSA (or another entity to which the CSA has delegated its duties) containing terms and conditions under which the Covered State and Microsoft will comply with the applicable requirements of the CJIS Policy. Each CJIS State Agreement is consistent with the applicable state-specific CJIS Amendment, and includes Microsoft CJIS Security Addendum Certifications. For clarity, a CJIS State Agreement may be titled "CJIS Information Agreement" or "CJIS Management Agreement."

"Community" means the community consisting of one or more of the following: (1) a Government, (2) a Customer using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which the Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet the Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Compliance Trust Center Page" means the compliance page of the Microsoft Trust Center, published by Microsoft at <https://www.microsoft.com/en-us/TrustCenter/Compliance/default.aspx> (<https://www.microsoft.com/en-us/TrustCenter/Compliance/default.aspx>) or a successor site Microsoft later identifies.

"Covered Entity" means any State/Local Entity in a Covered State with which you maintain a contractual relationship whose use of CJIS Covered Services is subject to CJIS Policy.

"CSA" means, for each CJIS Covered State, that state's CJIS Systems Agency, as defined in FBI CJIS Policy.

"Customer Data" is defined in the Online Services Terms.

"Customer Solution" is defined in the Online Services Terms.

"Defense Article" has the meaning provided in 22 C.F.R. § 120.

"Defense Service" has the meaning provided in 22 C.F.R. § 120.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services, or any user of a Customer Solution. With respect to ITAR Covered Services, End User means an individual that accesses the ITAR Covered Services. With respect to IRS 1075 Covered Services, End User means an individual that accesses the IRS 1075 Covered Services. "Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"FTI" is defined as in IRS Publication 1075.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"IRS 1075 Covered Services" means Azure Government services listed as being in the scope for IRS 1075 at [/en-us/support/trust-center/compliance/irs1075/](#) ([/en-us/support/trust-center/compliance/irs1075/](#)) or its successor site. Without limitation, IRS 1075 Covered Services do not include any other separately branded Online Services.

"IRS Publication 1075" means the Internal Revenue Services (IRS) Publication 1075 effective September 30, 2016, including updates (if any) released by the IRS during the term of the Subscription.

"ITAR" means the International Traffic in Arms Regulations, found at 22 C.F.R. §§ 120 - 130.

"ITAR-controlled data" means Customer Data that is regulated by the ITAR as Defense Articles or Defense Services.

"ITAR Covered Services" means, solely with respect to this Agreement, the Azure Government services, listed as being in the scope for the ITAR at <https://www.microsoft.com/en-us/TrustCenter/Compliance/itar> (<https://www.microsoft.com/en-us/TrustCenter/Compliance/itar>) or its successor site.

"Managed Service Solution" means a managed IT service you provide to a third party that consists of the administration of and support for Microsoft Azure Services.

"Microsoft Azure Services" means one or more of the Microsoft services and features identified at [/en-us/products/](#) ([/en-us/products/](#)), except where identified as licensed separately.

"Non-Microsoft Product" is defined in the Online Services Terms.

"Offer Details" means the pricing and related terms applicable to a Subscription offer, as published in the Portal.

"Online Services" means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Government Community Cloud Services and Dynamics CRM Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

"Online Services Terms" or "OST" means the terms that apply to your use of the Products available at <https://go.microsoft.com/?linkid=9840733> (<https://go.microsoft.com/?linkid=9840733&clid=0x409>). The Online Services Terms include terms governing your use of Products that are in addition to the terms in this agreement.

"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

"Portal" means the Online Services' respective web sites that can be found at <https://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=31> (<https://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=31>), [/en-us/pricing/](#) ([/en-us/pricing/](#)), or at an alternate website we identify.

"Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site at <https://www.microsoftvolumelicensing.com> (<https://www.microsoftvolumelicensing.com>) and is updated from time to time.

"SLA" means the commitments we make regarding delivery and/or performance of an Online Service, as published at [10](https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services?lang=1) (<https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services?lang=1>), or at an alternate site that we identify.

"Software" means Microsoft software we provide for installation on your device as part of your Subscription or to use with the Online Service to enable certain functionality.

"Subscription" means an enrollment for Online Services for a defined Term as specified on the Portal. You may purchase multiple Subscriptions, which may be administered separately and which will be governed by the terms of a separate Microsoft Online Subscription Agreement.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Technical Data" has the meaning provided in 22 C.F.R. § 120.

"Term" means the duration of a Subscription (e.g., 30 days or 12 months).

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights," means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

## ATTACHMENT 1

### Internal Revenue Services

### Federal Tax Information

### Safeguarding Addendum

In performance of its obligations to deliver the IRS 1075 Covered Services under the Subscription, Microsoft agrees to comply with the requirements contained in Exhibit 7 (Safeguarding Contract Language for Technology Services) from IRS Publication 1075, as set forth below. For purposes of this Attachment 1, "contractor" refers to Microsoft, "agency" refers to you, "contract" refers to the Subscription, inclusive of the terms in Section 9 of the Agreement, "Exhibit" refers to IRS Publication 1075 exhibit, and "Section" refers to IRS Publication 1075 section.

## I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Addendum. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of their computer facility, and no output will be retained by contractor at the time the work is completed. If immediate purging of all data storage components is not possible, contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

US Government Cloud Subscription Agreement / Microsoft Azure | https://azure.microsoft.com/en-us/legal/subscriptions-agreement...  
(6) Any spoilage of hard copy printouts that may result during the processing of IRS data will be given to the agency or its her designee. When this is not possible, contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

(9) The contractor will maintain a list of employees authorized access. Such list will be provided to you and, upon request, to the IRS reviewing office.

(10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

## II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

## III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.



**PROPOSAL**

**Waters Construction Company, Inc.**  
**watersconstructioncompany@gmail.com**  
**32 FM 2296, Huntsville, Texas 77340**  
**(936) 291-2561 Fax (888) 687-7506**

PROPOSAL SUBMITTED TO <b>Walker County JP 1 office</b>	PHONE <b>(936)668-9682</b>	DATE <b>April 14, 2023</b>
STREET <b>717 FM 2821 Rd W # 300</b>	JOB NAME <b>Prepare &amp; Pave Parking Area on Tam Rd.</b>	
CITY, STATE AND ZIP CODE <b>Huntsville, TX, 77320</b>	JOB LOCATION <b>Huntsville, Walker County, TX</b>	
ATTN: <b>Larry Whitener</b>	EMAIL <b>lwhitener@co.walker.tx.us</b>	

WHEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

**Prepare & Pave Parking Area on Tam Rd.**

*Approximately 1,450 sq. ft.*

We propose to sawcut and remove broken concrete areas to 10" depth.  
We will place 8" of 2 sack, cement stabilized, crushed limestone base material,  
compacted to proper density. We will cap with 2" of Type D hot-mix asphalt.

Sawcut & Haul-off Concrete	\$5,000.00
Stabilize Base - 70 tons	\$5,780.30
2" Type D hot-mix - 20 tons	\$4,000.00

**\* If project is tax exempt please provide tax exemption certificate.**

This is a unit bid price with payment based upon the actual quantity of work performed, at the unit bid prices.  
Waters Construction Company, Inc. warrants its work against failures attributable to faulty materials or workmanship,  
but will not be responsible for failures, irregularities, or yield over-runs attributable to failures, instability or irregularities  
of the sub-strata beneath the level of our own work. We will accept no responsibility for any damage claims resulting  
from public driving into the primed area.

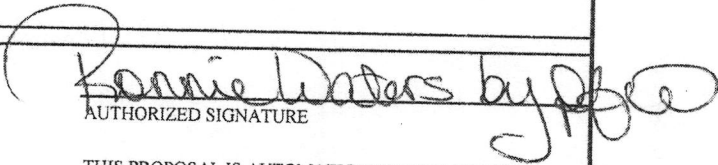
**IF ACCEPTABLE, PLEASE SIGN AND RETURN ONE COPY TO THE ADDRESS ABOVE.**

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:  
**Fourteen thousand seven hundred eighty dollars and 30/100-----** dollars (\$ **14,780.30**)

Payment to be made as follows:

**Due and payable upon completion of contract.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Owner warrants that money is available in current funds to pay for the work upon receipt of invoice.

  
AUTHORIZED SIGNATURE

THIS PROPOSAL IS AUTOMATICALLY TERMINATED  
IF NOT ACCEPTED IN WRITING ON OR BEFORE:

**5/14/2023**

ACCEPTANCE PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE \_\_\_\_\_

DATE OF ACCEPTANCE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

# **Barron's Construction**

David Barron

22 Barbara RD Huntsville, TX 77320

936.577.0108

barronsconstruction@gmail.com

## **Estimate for Justice of the Peace Office Parking Project**

1. Break up and remove old existing concrete from work area
2. Grate area for appropriate drainage, compact and fill in any unlevel areas.
3. Pour concrete to make a 7,600 square foot area with 6" thickness, using 1/2" rebar every 16".
4. Pour concrete to make a 4,820 square foot area with 4" thickness using 3/8" rebar every 16".
5. Install expansion joints wherever needed.
6. Dig an approximately 350ft long by 12" wide and 3ft deep ditch. Fill in ditch with concrete using 1/2" rebar in 6 layers.

Total square feet : Approximately 12,420

Total Labor and Materials cost : **\$144,520.00**

**\*Estimate valid for 10 days\***

**\*50% of Total Labor and Materials cost due upfront at**

beginning of project and remaining 50% due promptly

upon completion\*

BUDGET		Construction	Eng fees	tot admin, incl envir	Totals	HUD Allocation	State Allocation
STATE	H Smith Rd	\$ 1,187,759.33	\$ 178,163.90	\$ 76,923.76	\$ 1,442,846.99		
STATE	Roberts Rd	\$ 1,187,760.44	\$ 178,164.07	\$ 76,923.83	\$ 1,442,848.34		
HUD	Harmon Cr Study/mapping	\$ 125,000.00	\$ -	\$ 8,095.47	\$ 133,095.47		
HUD	Wood Farm culvert	\$ 99,000.00	\$ 14,850.00	\$ 6,411.61	\$ 120,261.61		
HUD	Riverside Harbor	\$ 963,760.05	\$ 141,755.71	\$ 84,877.16	\$ 1,190,392.92		
	Total, construction, Prec 3	\$ 1,187,760.05					
STATE	Forgotten Forest	\$ 1,187,760.00	\$ 178,164.00	\$ 54,463.36	\$ 1,420,387.36		
STATE	Shelter	\$ 350,000.00	\$ 52,500.00	\$ 22,667.31	\$ 425,167.31		
		\$ 5,101,039.82	\$ 743,597.68	\$ 330,362.50	\$ 6,175,000.00	\$ 1,443,750.00	\$ 4,731,250.00

## RIGHT OF WAY EASEMENT

**Subject Property Deed(s) found in:**

Volume: 1050      Page: 172      Walker County Official Public Records

**Description of Subject Property:** Described under Exhibit"1" in the referenced deed, being 1,507.081 acres of land, more or less, located in the Ethan Allen League, Abstract #1 and being all of that 1,507.081 acres of land described in a deed from the Thomason estate Partnership, LTD, to Sam C. Dominey, Jr. dated July 10, 1996. Also described in Volume 564 of the Official Public Records of Walker County.

DATE:

**GRANTOR:**

**Dominey Family Enterprises, LLC, a Texas  
Limited Liability Company**

**MAILING ADDRESS:****GRANTEE:**

Walker County, Texas  
1100 University Avenue  
Huntsville, TX 77340

Known all men by these presents, the undersigned, owning all or a controlling interest in the land described above and bordering on FM 980 do hereby dedicate to the Public and the County of Walker an easement for general right-of-way purposes including the construction and or maintenance of public roadways or other public infrastructure. The right-of-way hereby dedicated includes all of a called 3.71 acre area of the property out of the Subject Tract described above, and more particularly described on the attached Exhibit "A":

Grantor does hereby give permission to set back any existing fences so long as the new fence is of equal or better condition than the existing fence. It is further understood that the County of Walker will give the Grantor 60 days notice so that there is time to remove any timber, posts, wire or other materials owned by the Grantor upon the land being herein granted prior to the construction of infrastructure.

All parties understand that the grantor of this easement retains all rights of ingress and egress over said easement to enter adjacent lands owned or controlled by grantor.

It is further understood that Walker County will install a temporary fence at the commencement of the project along the west side of the easement. The County will maintain the fence during construction.

It is further understood that Walker County will:

- Install new 5-strand barbed wire fences along the east/south and west/north sides of the right of way from FM 980 to the termination points of the easement.
- Construct a public roadway extending from FM 980 to the easternmost edge of the described right-of-way
- Install one new 12’ metal gate along the west/northern edge of the right of way at a location to be determined by the grantee
- Install a cattle guard at the east/south end of the right of way
- Install a new double 10’ gate assembly at the east/south end of the right of way

It is further understood that the granting of the easement to Walker County for right of way purposes does not affect mineral rights presently in effect and that mineral rights will remain with the present owner.

It is further understood that the grantor shall not construct any improvements on any part of the easement.

It is further understood by grantor that fence in place or as constructed during clearance of rights of way shall not be moved by grantor or heirs toward the road unless agreed to in writing by the grantee.

The grantor covenants that he or she is the owner of the above-described lands and that said lands are under his or her control at all times.

Funding for construction is to come from a grant that has been applied for by the County. Should the grant funds not be allocated to the County by December 31, 2024, this agreement shall be considered null and void.

\_\_\_\_\_  
Landowner Signature

\_\_\_\_\_  
Printed Name

THE STATE OF TEXAS     §  
COUNTY OF WALKER     §

Before me \_\_\_\_\_ a notary public on this day personally appeared - \_\_\_\_\_, known to me ( or proved to me) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for purposes and consideration there in expressed.

Given under my hand and seal of officer this \_\_\_\_\_ Day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary of Public



**MINUTES for Walker County Commissioners Court  
SPECIAL SESSION**  
Monday November 28, 2022, 9:00 a.m.



**CALL TO ORDER**

Be it remembered, Commissioners Court of Walker County was called to order by County Judge, Danny Pierce at 9:00 a.m. in Commissioners Courtroom, 1st Floor, 1100 University Avenue, Huntsville Texas.

<b>County Judge</b>	<b>Danny Pierce</b>	<b>Present</b>
<b>Precinct 1, Commissioner</b>	<b>Danny Kuykendall</b>	<b>Present</b>
<b>Precinct 2, Commissioner</b>	<b>Ronnie White</b>	<b>Present</b>
<b>Precinct 3, Commissioner</b>	<b>Bill Daugette</b>	<b>Present</b>
<b>Precinct 4, Commissioner</b>	<b>Jimmy D. Henry</b>	<b>Absent</b>

County Judge, Danny Pierce stated a quorum was present. County Clerk, Kari French, certified the notice of the meeting was given in accordance with Section 551.001 of the Texas Government Code.

**GENERAL ITEMS**

Prayer was led by Pastor, James Ray Necker.  
Pledge of Allegiance and Texas Pledge were performed.

**STATUTORY AGENDA**

**Treasurer**

1. Discuss and take action on Reclassification Committee recommendations.  
*Amy Klawnsky presented information.*

**MOTION:** Made by Commissioner Daugette to APPROVE the Reclassification Committee recommendations as presented in Court to be effective January 1, 2023, to be funded as needed from General Fund Contingency in an amount not to exceed \$42,400.00. Noted that the request from Road and Bridge Precinct 3 and 4 was not denied, it was sent back to the Departments to be funded from Department Budgeted funds as that is what Precinct 1 and 2 did when the positions were moved within them.  
**SECOND:** Made by Commissioner White  
**OPPOSED:** Judge Pierce  
**VOTE:** Motion carried.

**District Clerk**

2. Discuss and take action on the change of status for Deputy Clerk 4 position for the FY23.  
*Robyn Flowers presented information. There was discussion among the Court.*

**ACTION:** PASS at this time.

**Purchasing**

3. Discuss and take action on award of RFQ C2360-23-001, Engineering/Architectural Service Provider to complete application and project related engineering services for the 2022 Community Development Block Grant – Mitigation Method of Distribution (CDBG-MIT MOD) program, administered by the Texas General Land Office.  
*Charlsa Dearwester presented information.*

**MOTION:** Made by Commissioner Daugette to APPROVE award of RFQ C2360-23-001, Engineering/Architectural Service Provider to complete application and project related engineering services for the 2022 Community Development Block Grant – Mitigation Method of Distribution (CDBG-MIT MOD) program, administered by the Texas General Land Office to Bleyl Engineering with Goodwin Laster (GLS) as secondary.  
**SECOND:** Made by Commissioner Kuykendall  
**VOTE:** Motion carried unanimously.

4. Discuss and take action on the Professional Civil Engineering Services Agreement and Resolution 2023-16, Authorizing Professional Service Provider Selection.  
*Charlsa Dearwester presented information.*

**MOTION:** Made by Commissioner Kuykendall to APPROVE Professional Civil Engineering Services Agreement and Resolution 2023-16 to Bleyl Engineering.  
**SECOND:** Made by Commissioner White  
**VOTE:** Motion carried unanimously.

5. Discuss and take action to award C2360-23-003, Office Flooring Replacement, Walker County Annex, Ward Furniture.  
*Charlsa Dearwester presented information.*

**MOTION:** Made by Commissioner Kuykendall to APPROVE C2360-23-003, Office Flooring Replacement, Walker County Annex to Ward Furniture in the amount \$56,832.00 to be paid from budgeted project funds.  
**SECOND:** Made by Commissioner White  
**VOTE:** Motion carried unanimously.

6. Discuss and take action to approve Goodwin, Lasiter, Strong proposal for Engineering Services, Jail Plumbing Project.  
*Charlsa Dearwester presented information.*

**MOTION:** Made by Commissioner Daugette to APPROVE Goodwin, Lasiter, Strong proposal for Engineering Services, Jail Plumbing Project in an amount of \$72,000.00 as budgeted.  
**SECOND:** Made by Commissioner White  
**VOTE:** Motion carried unanimously.

**Commissioners Court**

7. Public Hearing on possible projects for the 2022 CDBG-MIT MOD program.

**ACTION:** Public Hearing was opened at 9:42 a.m.  
*No one in attendance to speak.*  
**ACTION:** Public Hearing was closed at 9:43 a.m.

8. Workshop on the 2022 CDBG-MIT MOD program.

**ACTION:** Workshop was opened at 9:43 a.m.  
*Judge Pierce opened the workshop. Mr. Gary Smith with GrantWorks spoke regarding the 2022 CDBG-MIT MOD program. There was discussion among the Court with the projects pending and what is additionally needed. Michelle Sims and Shauna McElfish from GrantWorks also spoke regarding the program. There was discussion on the LMI (Low to moderate income) versus the Non-LMI. It has to be 50:50 County wide with State and HUD as two separate applications. There was discussion regarding this for more clarification and the posting timeline as well as documents needed to add to the procurement for approval.*  
**ACTION:** Workshop was closed at 10:27 a.m.

9. Discuss and take action on a list of possible projects for allocated funding under the 2022 CDBG-MIT MOD program.  
*Gary Smith/GrantWorks re-presented information.*

**MOTION:** Made by Commissioner Daugette to APPROVE list of possible projects for allocated funding under the 2022 CDBG-MIT MOD program from Precinct 1, Horace Smith Road (Roads); Precinct 2, Roberts Road (Road); Precinct 3, Riverside Harbor Subdivision (Roads and Drainage); Precinct 4, Forgotten Forest off of Hwy 190 (Roads and Drainage); Countywide, Storm shelter  
**SECOND:** Made by Commissioner Kuykendall  
**VOTE:** Motion carried unanimously.

Walker County Commissioners Court – Regular Session – December 5, 2022 – Agenda (cont'd)

25. Discuss and take action on Citizen Participation Plan related to the Texas General Land Office CDBG –MIT-MOD Grant Application. – Judge Pierce
26. Discuss and take action on Resolution 2023-19, Authorizing Submission of the 2022 Community Development Block Grant-Mitigation (CDBG-MIT-MOD) Grant Application administered through the General Land Office and authorizing Walker County's participation in the program for HUD MID funding. - Judge Pierce
27. Discuss and take action on Resolution 2023-20, Authorizing Submission of the 2022 Community Development Block Grant-Mitigation (CDBG-MIT-MOD) Grant Application administered through the General Land Office and authorizing Walker County's participation in the program for State MID funding. – Judge Pierce
28. Discuss and take action on Amendment to the Lease Agreement between Walker County and Walker County Senior Center. – Stacey Loll/Judge Pierce
29. Discuss and take action on approval of Senior Center remodel of the back two storage room areas, cost to be paid for by the Senior Center. – Stacey Loll/Judge Pierce
30. Discuss and take action on nomination to the Walker County Public Safety Communications Center Executive Board. – Judge Pierce

26. Discuss and take action on Resolution 2023-19, Authorizing Submission of the 2022 Community Development Block Grant-Mitigation (CDBG-MIT-MOD) Grant Application administered through the General Land Office and authorizing Walker County's participation in the program for HUD MID funding.

*Judge Pierce presented information.*

**MOTION:** Made by Commissioner Daugette to **APPROVE Resolution 2023-19, Authorizing Submission of the 2022 Community Development Block Grant-Mitigation (CDBG-MIT-MOD) Grant Application administered through the General Land Office and authorizing Walker County's participation in the program for HUD MID funding.**

**SECOND:** Made by Commissioner Henry.

**VOTE:** Motion carried unanimously.



01/17/2023

Peace Precinct 4, Stephen Cole. – Kari French

**Commissioners Court**

17. Discuss and take action on the appointment of Butch Davis to the Board of ESD #1. – Commissioner Daugette
18. Discuss and take action to move funding (\$1,995) for over market position to Pct. 4 operating budget. – Commissioner, Pct. 4
19. Discuss and take action on extension received for the submission of the 2022 Community Development Block Grant Program application deadline to April 10, 2023. – County Judge
20. Discuss and take action on revised Resolution 2023-19, Authorizing Submission of the 2022 CDBG-MIT-MOD Grant Application, reflecting a change in the amount of HUD MID Funding to \$1,281,200. – County Judge
21. Discuss and take action on revised Resolution 2023-20, Authorizing Submission of the 2022 CDBG-MIT-MOD Grant Application, reflecting a change in the amount of State MID Funding to \$4,731,250. – County Judge
22. Discuss and take action on Application for Federal Assistance (Form SF-424) for the 2022 MIT MOD HUD application. – County Judge

**Walker County Commissioners Court – Regular Session – January 3, 2023 – Revised Agenda (cont'd)**

23. Discuss and take action on Application for Federal Assistance (Form SF-424) for the 2022 MIT MOD State application. – County Judge
24. Discuss and take action on approval of the Environmental Review form for Activity/Project that is Exempt or Categorically Excluded for the 2022 CDBG-Mitigation Method of Distribution HUD-MID project. – County Judge
25. Discuss and take action on approval of the Environmental Review form for Activity/Project that is Exempt or Categorically Excluded for the 2022 CDBG-Mitigation Method of Distribution State-MID project. – County Judge
26. Discuss and take action on Local Certification for the CDBG-MIT-MOD program application. – County Judge
27. Discuss and take action on GrantWorks Negotiation of Profit proposal. – County Judge
28. Discuss and take action on Grant Administration Services Agreement between Walker County and GrantWorks for the 2022 Community Development Block Grant-Mitigation (CDBG-MIT-MOD) Grant Application. – County Judge

19. Discuss and take action on extension received for the submission on the 2022 Community Development Block Program application deadline to April 10, 2023.  
*Judge Christian presented information. Gary Smith via Zoom spoke regarding the submission.*

**MOTION:** Made by Commissioner Daugette to APPROVE extension received for the submission on the 2022 Community Development Block Program application deadline to April 10, 2023.  
**SECOND:** Made by Commissioner Kuykendall.  
**VOTE:** Motion carried unanimously.

20. Discuss and take action on revised Resolution 2023-19, Authorizing Submission of the 2022 CDBG-MIT-MOD Grant Application, reflecting change in the amount of State MID funding to \$1,443,750.00.  
*Judge Christian presented information. Gary Smith via Zoom spoke regarding the submission.*

**MOTION:** Made by Commissioner White to APPROVE Resolution 2023-19, Authorizing Submission of the 2022 CDBG-MIT-MOD Grant Application, reflecting change in the amount of State MID funding to \$1,443,750.00.  
**SECOND:** Made by Commissioner Kuykendall.  
**VOTE:** Motion carried unanimously.

21. Discuss and take action on revised Resolution 2023-20, Authorizing Submission of the 2022 CDBG-MIT-MOD Grant Application, reflecting change in the amount of State MID funding to \$4,731,250.00.  
*Judge Christian presented information. Gary Smith via Zoom spoke regarding the submission.*

**MOTION:** Made by Commissioner White to APPROVE Resolution 2023-20, Authorizing Submission of the 2022 CDBG-MIT-MOD Grant Application, reflecting change in the amount of State MID funding to \$4,731,250.00.  
**SECOND:** Made by Commissioner Daugette.  
**VOTE:** Motion carried unanimously.

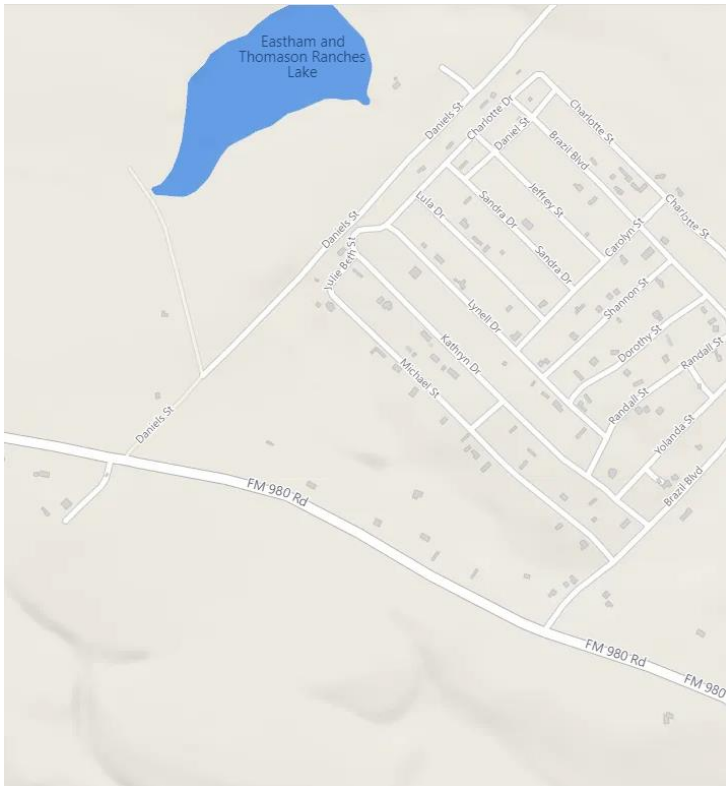
22. Discuss and take action on Application for Federal Assistance (Form SF-424) for the 2022 MIT MOD HUD application.  
*Judge Christian presented information. Gary Smith via Zoom spoke regarding the application.*

**MOTION:** Made by Commissioner Daugette to APPROVE Application for Federal Assistance (Form SF-424) for the 2022 MIT MOD HUD application and authorizing the County Judge to sign.  
**SECOND:** Made by Commissioner Kuykendall.  
**VOTE:** Motion carried unanimously.

23. Discuss and take action on Application for Federal Assistance (Form SF-424) for the 2022 MIT MOD State application.  
*Judge Christian presented information. Gary Smith via Zoom spoke regarding the application.*

**MOTION:** Made by Commissioner Daugette to APPROVE Application for Federal Assistance (Form SF-424) for the 2022 MIT MOD State application and authorizing the County Judge to sign.  
**SECOND:** Made by Commissioner White.  
**VOTE:** Motion carried unanimously.

# New Road on FM 980



- New road will be built where existing driveway on the Dominey property.
- Approximate route is shown on image as Daniels St, but it is actually a driveway onto the ranch property, not a public road.
- There is already access to FM 980 from the driveway
- County will construct a 29' Wide HMAC road
- Looking for input, concerns, or comments from TxDot about improving the access to the road at FM 980
- Lynell Drive, from Riverside Harbor will be connected to the new road, allowing for an exit path during high water events.

Proposed 2,500'x 70' ROW for new road

County will design and construct:

- A new entrance from FM 980
- Approximately 2,500 feet of new hot mix asphalt road
- Approximately 2,500 feet of 5 strand barbed wire fence along the north side of the road easement
- A new panel or pipe gate at the end of the new road where it connects to the existing dirt road leading into the property
- A new panel or pipe gate located at the owner's discretion



# Length of the easement = 2,500 feet

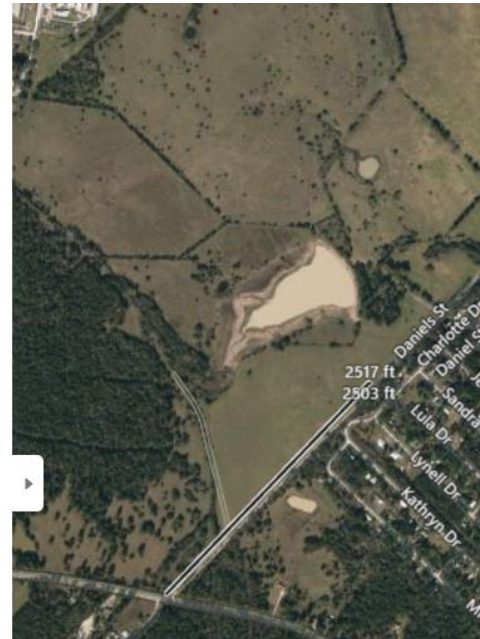
## Measure Distance & Area



Click or tap on the map to create a new point. Tap and drag an existing point to move it. Right-click (or tap and hold) on a point to remove it.

Distance: 2517 ft (767 m)

[Reset](#) [Edit](#) [Close shape](#)





Propose to install two new gates. One at the end of the new road where it ties back into the existing private dirt road, the other at the owners selected location along the north side of the road easement

Similar to this, final design would be submitted by property owner.

Cattle guard will be installed if requested by owner



5 strand barbed wire fence along north edge of easement

Similar to this, final design would be submitted by property owner.

Cattle guard will be installed if requested by owner

