

*Notice of Meeting and Agenda and Minutes*  
*August 11, 2020*

**REGULAR, 8/11/2020 10:30:00 AM**

BE IT REMEMBERED that on August 11, 2020, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge (ABSENT)

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable Zena Stephens, Sheriff (ABSENT)

**CHIEF PORTER**

Honorable Carolyn L. Guidry , County Clerk

When the following proceedings were had and orders made, to-wit:

**Notice of Meeting and Agenda and Minutes****August 11, 2020**

**Jeff R. Branick, County Judge**  
**Eddie Arnold, Commissioner, Precinct One**  
**Brent A. Weaver, Commissioner, Precinct Two**  
**Michael S. Sinegal, Commissioner, Precinct Three**  
**Everette "Bo" Alfred, Commissioner, Precinct Four**



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS**  
**August 11, 2020**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **11th day of August 2020** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

CORRECTION TO CHANGE TIME TO -10:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: [https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm) Listen to audio by calling 571-748-4021 PIN # 623-6974#. The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

**INVOCATION: Eddie Arnold, Commissioner, Precinct One**

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**PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct  
Two**

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**PURCHASING:**

1. Consider and approve specifications for Invitation for Bid (IFB 20-023/JW) Sale of Ford Park Entertainment Complex.

**SEE ATTACHMENTS ON PAGES 15 - 15**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred**

**Opposed: Commissioner Weaver**

**Action: APPROVED**

2. Receive and file bid for Invitation for Bid (IFB 20-024/YS), Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County.

**SEE ATTACHMENTS ON PAGES 16 - 35**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

3. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 20-024/YS), Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County with Gulf Coast Electric Co., Inc. as shown on Attachment A.

**SEE ATTACHMENTS ON PAGES 36 - 39**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

4. Consider and approve a contract renewal for (IFB 16-019/YS), Term Contract for Sheriff's Department (Jefferson County) Law Enforcement Equipment and Uniforms with 10-32 Supply, Burgoon Company, GT Distributors, Inc., Galls, LLC, and ICS Jail Supplies for a fourth and final one (1) year renewal from August 18, 2020 to August 17, 2021.

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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5. Consider and approve, execute, receive and file a contract renewal for (IFB 19-034/YS), Term Contract for Herbicides for Jack Brooks Regional Airport with Morning Star Industries and Red River Specialties for a first one (1) year renewal from August 18, 2020 to August 17, 2021.

**SEE ATTACHMENTS ON PAGES 40 - 41**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

6. Consider and possibly approve removal from the Sheriff/Narcotics inventory of a 2018 Ford F150 Crew Cab Truck, VIN 1FTEW1C56JKE03066, due to a vehicle accident and sold to Diamond Specialty Insurance.

**SEE ATTACHMENTS ON PAGES 42 - 42**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

7. Consider and possibly approve, execute, receive and file Agreement 20-034/DC, Valuation and Advisory Services for the Property Ford Park Entertainment Complex with JLL Valuation & Advisory Services, LLC in the amount of \$30,000.00

**SEE ATTACHMENTS ON PAGES 43 - 53**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Sinegal, Commissioner Alfred**

**Opposed: Commissioner Weaver**

**Action: APPROVED**

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**COUNTY AIRPORT:**

8. Receive and file a unilateral Lease Amendment to the janitorial services requirement in Lease Number GS-07P-LTX00241, between Jefferson County and the GSA (General Services Administration) for the TSA Operating Lease at the Jack Brooks Regional Airport.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

9. Consider, possibly approve and authorize the County Judge to execute a lease amendment to the Lease Agreement between Jefferson County and KUSA Aviation. The amendment removes a hangar unit, Hangar 7 Unit #3, that is no longer needed by the Lessee due to the decreased aviation activity caused by Covid-19.

**SEE ATTACHMENTS ON PAGES 54 - 54**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**COUNTY AUDITOR:**

10. Receive and file Texas Traffic Safety Program Grant Agreement between Jefferson County, Texas and the State of Texas for the STEP Comprehensive Program for the period 10/01/2020 to 09/30/2021.

**SEE ATTACHMENTS ON PAGES 55 - 85**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

11. Consider and approve budget amendment – Indigent Health - additional cost for fringes.

120-5079-442-2002	EMPLOYEES' RETIREMENT	\$18,000.00	
120-5079-442-2001	F.I.C.A. EXPENSE		\$13,200.00
120-5074-441-2003	EMPLOYEES' INSURANCE		\$4,800.00

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**SEE ATTACHMENTS ON PAGES 86 - 86**

**Motion by: Commissioner Arnold**  
**Second by: Commissioner Sinegal**  
**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

12. Receive and file Public Defender contract agreement for the 252nd District Court with Charles Rojas effective August 1, 2020.

**SEE ATTACHMENTS ON PAGES 87 - 91**

**Motion by: Commissioner Arnold**  
**Second by: Commissioner Sinegal**  
**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

13. Consider and approve budget transfer – Road & Bridge Pct.3– additional cost for building remodel/expansion.

113-0308-431-6014	BUILDINGS AND STRUCTURES	\$30,000.00	
113-0302-431-3001	ASPHALT		\$20,000.00
113-0306-431-3015	CEMENT, CONCRETE, ETC.		\$6,000.00
113-0306-431-3019	CULVERTS AND PIPE		\$4,000.00

**SEE ATTACHMENTS ON PAGES 92 - 92**

**Motion by: Commissioner Arnold**  
**Second by: Commissioner Sinegal**  
**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

14. Consider and approve budget transfer – Road & Bridge Pct.4 - additional cost for materials.

114-0402-431-3001	ASPHALT	\$2,000.00	
114-0405-431-4014	SHARED EQUIPMENT MAINT.		\$2,000.00

**SEE ATTACHMENTS ON PAGES 93 - 93**

**Motion by: Commissioner Arnold**  
**Second by: Commissioner Sinegal**  
**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

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15. Receive and file revised Public Defender contract agreements for the Criminal District Court, 252nd District Court and the Drug Impact District Court.

**SEE ATTACHMENTS ON PAGES 94 - 129**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

16. Regular County Bills – check #474060 through checks #474298.

**SEE ATTACHMENTS ON PAGES 130 - 140**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**COUNTY CLERK:**

17. Conduct Public hearing on the County Clerk's Records Archive Plan for fiscal year 2020-2021.

**OPEN -- NO COMMENTS -- CLOSED**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

18. Consider and possibly approve, receive and file, the County Clerk's Records Archive Plan for fiscal year 2020-2021.

**SEE ATTACHMENTS ON PAGES 141 - 141**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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19. Consider and possibly approve, execute, receive and file Order Calling for November 3, 2020, General Election.

**SEE ATTACHMENTS ON PAGES 142 - 145**

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Weaver**  
**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

20. Consider and possibly approve, execute, receive and file Joint Election Agreement and Election Services Contract between Jefferson County and the City of Groves for the November 3, 2020, General Election.

**SEE ATTACHMENTS ON PAGES 146 - 159**

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Weaver**  
**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

21. Consider and possibly approve, execute, receive and file Joint Election Agreement and Election Services Contract between Jefferson County and the City of Port Neches for the November 3, 2020, General Election.

**SEE ATTACHMENTS ON PAGES 160 - 174**

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Weaver**  
**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

22. Consider and possibly approve, execute, receive and file Joint Election Agreement and Election Services Contract between Jefferson County and Jefferson County Drainage District No. 7 for the November 3, 2020, General Election.

**SEE ATTACHMENTS ON PAGES 175 - 188**

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Weaver**  
**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

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23. Consider and possibly approve, execute, receive and file Joint Election Agreement and Election Services Contract between Jefferson County and Port Neches-Groves Independent School District for the November 3, 2020, General Election.

**SEE ATTACHMENTS ON PAGES 189 - 202**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**COUNTY COMMISSIONERS:**

24. Consider, possibly approve and authorize the County Judge to extend the Declaration of Local Disaster dated 03-13-2020, Pursuant to Section 418.108 (b) of the Texas Government Code.

**SEE ATTACHMENTS ON PAGES 203 - 203**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

25. Consider and possibly approve the adoption of a Proclamation recognizing the Pioneering Women who have given of themselves to assist women in achieving greater heights to improve the quality of life throughout our community.

**SEE ATTACHMENTS ON PAGES 204 - 204**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

26. Consider and possibly reappoint Mrs. Gladdie Fowler ( appointed by Commissioner Sinegal) as Board Member on the Spindletop Center Board of Trustees.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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27. Receive and file executed Property Tax Abatement between Jefferson County and Emerald Biofuels pursuant to Texas Tax Code Sec. 312.401.

**SEE ATTACHMENTS ON PAGES 205 - 224**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

28. Consider and possibly approve directing county staff and the county's grant administrator to move forward with a Home Buyout Program (and not an Acquisition Program) as part of the county's Community Development Block Grant-Disaster Recovery Program (Hurricane Harvey).

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **ADDENDUMS**

29. CORRECTION TO CHANGE TIME TO -10:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

**Action: NONE**

## **COUNTY TAX ASSESSOR-COLLECTOR:**

30. Receive and file Continuing Education Transcript for Allison Nathan Getz, Jefferson County Tax Assessor-Collector, who has successfully completed the continuing education requirements of Sec. 6.231(d) of the Texas Property Tax Code.

**SEE ATTACHMENTS ON PAGES 225 - 225**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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## **DISTRICT CLERK:**

31. Conduct Public hearing on the District Clerk's Records Archive Plan for fiscal year 2020-2021.

**OPEN - NO COMMENTS -- CLOSED**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

32. Consider and possibly approve, receive and file the District Clerk's Records Archive Plan for fiscal year 2020-2021.

**SEE ATTACHMENTS ON PAGES 226 - 258**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **ENGINEERING:**

33. Consider and possibly approve Premium Contractors Inc, Tract 1 and Tract II, Minor Plat of 4.709 acres lying in the Luterio Lopez League, Abstract No. 37 in Hamshire, Jefferson County, Texas. Property is located on State Highway 124 in Precinct #3. This plat is not within any ETJ (extra-territorial jurisdiction) and has met all of our platting requirements.

**SEE ATTACHMENTS ON PAGES 259 - 260**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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34. Execute, receive and file Utility Permit 08-U-20 to Trinity Bay Conservation District for the construction of the 6" PVC water distribution line along Englin Road right-of-way (ROW). This project is located in Precinct 3.

**SEE ATTACHMENTS ON PAGES 261 - 272**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

35. Consider and possibly approve Tracts 49-A and 49-B, 5.134 (called 5.136) Acres of Land, Replat of All of Lot 49 South Fork, Section One, Jefferson County and located on Santa Fe Trail in Precinct #4. This plat is not within any ETJ (extra-territorial jurisdiction) and has met all the platting requirements of the Jefferson County Engineering Department.

**SEE ATTACHMENTS ON PAGES 273 - 274**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **HISTORICAL COMMISSION:**

36. Consider and possibly approve authorizing the County Judge to execute a Subgrant Agreement with the Texas Historical Commission for Hurricanes Harvey, Irma, and Maria (HIM) Emergency Supplemental Historic Preservation Fund (ESHPF) Grant. The purpose of the grant, in the amount of \$249,913.00, is to conduct a historic resources survey and preservation plan and requires no matching county funds.

**SEE ATTACHMENTS ON PAGES 275 - 325**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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**Jeff R. Branick**  
**County Judge**



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

August 11, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 20-023/JW), Sale of Ford Park Entertainment Complex. **Specifications for this invitation for bid may be obtained from the Jefferson County Purchasing website at: <http://www.co.jefferson.tx.us/Purchasing/main.htm>** or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Sale of Ford Park Entertainment Complex  
**BID NO:** IFB 20-023/JW  
**DUE DATE/TIME:** 11:00 AM CDT, Friday, August 28, 2020  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

There will be a Pre-bid Conference and Walk-Through (with the Date, Time, and Location To Be Determined).

Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us).

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

A handwritten signature of Deborah L. Clark in black ink, with a faint circular watermark of the Jefferson County Seal visible in the background.

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 12, 2020 & August 19, 2020

## Bidder Information Form

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

**Bid Name & Number:** Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County

**Bidder's Company/Business Name:** Gulf Coast Electric Co., Inc.

**Bidder's TAX ID Number:** 74-1557032

**Contact Person:** Kevin J. Picard      **Title:** Vice President

**Phone Number (with area code):** 409 658 5246

**Alternate Phone Number if available (with area code):** 409 833 2828

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** KevinJPicard@yahoo.com

**Mailing Address (Please provide a physical address for bid bond return, if applicable):**

2025 Pecos Street

Address

Beaumont, TX 77701

City, State, Zip Code

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

Gulf Coast Electric Co., Inc.

Company Name

2005 Pecos Street

Address

Beaumont TX 77701

City

State

Zip

For clarification of this offer, contact:

Kevin J. Picard

Name

409 658 5246

Phone

Fax

Kevin J. Picard

Signature of Person Authorized to Sign

KevinJPicard@yahoo.com

E-mail

Kevin J. Picard

Printed Name

Vice President

Title

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Disaster and Emergency Repair, Service and Installation of Electrical Services for Jefferson County, contract term: two (2) years from date of award.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 20-024/YS, Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

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Jeff R. Branick  
County Judge

Date

**Attest:**

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Carolyn L. Guidry  
County Clerk

**Bidder Shall Return Completed Form with Offer.**

## Bid Form

Item	Description	Labor Charge Per Hour
1	Electrician during working hours (Monday-Friday, 7:30 am to 5:00 pm)	\$ <u>70</u> /hour
2	Apprentice Electrician accompanying Electrician during working hours (Monday-Friday, 7:30 am to 5:00 pm)	\$ <u>45</u> /hour
3	Electrician for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	\$ <u>95</u> /hour
4	Apprentice Electrician accompanying Electrician for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	\$ <u>65</u> /hour
5	Electrician for emergency service on Sundays and Holidays	\$ <u>120</u> /hour
6	Apprentice Electrician accompanying Electrician for emergency service on Sundays and Holidays	\$ <u>75</u> /hour
7	Electrician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	\$ <u>70</u> /hour
8	Apprentice Electrician accompanying Electrician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	\$ <u>50</u> /hour
9	Electrician for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	\$ <u>95</u> /hour
10	Apprentice Electrician accompanying Electrician for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	\$ <u>65</u> /hour
11	Electrician for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	\$ <u>120</u> /hour
12	Apprentice Electrician accompanying Electrician for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	\$ <u>50</u> /hour

**Bidder Shall Return Completed Form with Offer.**

## Bid Form (Continued)

13	Hourly rates for hydraulic lifts	<u>65</u> /hour
14	Hourly rates for winch trucks	<u>65</u> /hour
15	Hourly rates for pole line trucks	<u>65</u> /hour
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at _____ % markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	<u>10 15</u> %
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at _____ % markup.	<u>15</u> %
18	Contract fee for permitting \$ _____ per \$100.00 value	\$ <u>1.00</u>

Copy/Copies of current license(s) as electrical contractor(s) in the State of Texas are included with this bid?  Yes  No

### **Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

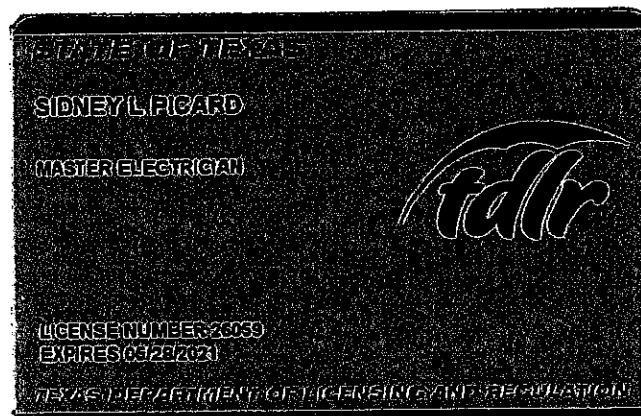


If you cut around the border of the registration certificate  
it will fit in a standard 5" x 7" frame.

The certificate at the bottom of this  
page should be prominently  
displayed at your primary business  
location.

Master: SIDNEY L PICARD, License# 26059

GULF COAST ELECTRIC INC  
2005 PECOS ST  
BEAUMONT TX 77701-2519



Rick Figueroa  
Chair

Thomas F. Butler  
Vice Chair



Gerald R. Callas, M.D., F.A.S.A.  
Helen Callier  
Joel Garza  
Gary F. Wesson, D.D.S., M.S.  
Nora Castañeda

*Electrical Contractor*

**GULF COAST ELECTRIC INC**

License Number: 18185

The business named above is licensed by the Texas Department of Licensing and Regulation

License Expires: AUGUST 10 2021

Brian E. Francis  
Executive Director

lic-037.dft

## Vendor References

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

**THIS FORM MUST BE RETURNED WITH YOUR BID.**

### REFERENCE ONE

Government/Company Name: East Chambers ISD  
 Address: 216 Champions Loop Winnie, TX 77665  
 Contact Person and Title: Darren Smith  
 Phone: 409 296 4175 Fax: \_\_\_\_\_  
 Email Address: Darren@eastchambers.net Contract Period: N/A  
 Scope of Work: Maintenance / new work

### REFERENCE TWO

Government/Company Name: Lamar University  
 Address: 4410 Jimmy Simmons Blvd, Beaumont, TX 77710  
 Contact Person and Title: Grover Williams  
 Phone: 409 880 2312 Fax: \_\_\_\_\_  
 Email Address: GLWilliams@lamar.edu Contract Period: 9/1/2019 - 9/1/2022  
 Scope of Work: Maintenance

### REFERENCE THREE

Government/Company Name: KFDI  
 Address: P.O. Box 206270 Dallas, TX 75320  
 Contact Person and Title: Scott Price - Director of Engineering  
 Phone: 409 895 4640 Fax: \_\_\_\_\_  
 Email Address: CSPrice@sbgtv.com Contract Period: N/A  
 Scope of Work: Maintenance

**Bidder Shall Return Completed Form with Offer.**

## Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? .....  Yes  No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Gulf Coast Electric Co., Inc.

Bidder (Entity Name)

2005 Peros Street

Street & Mailing Address

Beaumont, TX 77701

City, State & Zip

409 658 5246

Telephone Number

KevinJPicard@yahoo.com

E-mail Address

Kevin J. Picard

Signature

Kevin J. Picard

Print Name

8/5/20

Date Signed

Fax Number

**Bidder Shall Return Completed Form with Offer.**

## Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY
<p><input type="checkbox"/> Name of vendor who has a business relationship with local governmental entity.</p> <p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> <p><input type="checkbox"/> Name of local government officer about whom the information in this section is being disclosed.</p> <p>_____</p> <p>Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		<p>Date Received</p> <p><i>Kraig Picard</i></p> <p><i>8/5/20</i></p>
4	<p>Signature of vendor doing business with the governmental entity</p>	

Adopted 8/7/2015

**Bidder Shall Return Completed Form with Offer.**

## Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

### Did the Prime Contractor/Consultant ...

Yes  No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

Yes  No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

Yes  No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

Yes  No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

Yes  No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

Yes  No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why**.

If "No" was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Kevin J. Picard

Printed Name of Authorized Representative

Kevin J. Picard

Signature

Vice President

Title

8/5/20

Date

**Bidder Shall Return Completed Form with Offer.**

## Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

*This information must be submitted with your bid.*

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).  
 Yes  No

**Instructions for Prime Contractor/Consultant:** Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: \_\_\_\_\_ HUB: p Yes p No

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

**NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.**

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

*This information must be submitted with your bid.*

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.  
 Use these goals as a guide to diversify.

### FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: \_\_\_\_\_ Initials: \_\_\_\_\_

### PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Texas Bldg & Procurement Comm.  Texas Unified Certification Prog.

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

### HUB SUBCONTRACTOR DISCLOSURE

#### PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \_\_\_\_\_ \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \_\_\_\_\_ \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

All HUB Subcontractor Participation may be verified with the  
HUB Subcontractor(s) listed on Part I.

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

### PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

***Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.***

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: All work will be performed by Prime Contractor

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?  Yes  No

### PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Kevin J. Picard

Title: Vice President

Signature: Kevin J. Picard

Date: 8/5/20

E-mail address: KevinJPicard@yahoo.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Debbie Headset

Title: A.P.

Date: 8/5/20

E-mail address: Debbie@GulfCoastElectric.com

**Bidder Shall Return Completed Form with Offer.**

## Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 et seq., as amended, Jefferson County requests Resident Certification. §2252.001 et seq. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Gulf Coast Electric Co., Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	<u>74-1557032</u>
Company Name submitting bid/proposal:	<u>Gulf Coast Electric Co., Inc.</u>
Mailing address:	<u>2005 Pecos Street, Beaumont, TX 77701</u>
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

**Property:** List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
<u>178250</u>	<u>2005 Pecos Street Beaumont, TX 77701</u>

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.

\*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**Bidder Shall Return Completed Form with Offer.**

## House Bill 89 Verification

I, Kevin J. Picard, the undersigned representative of (company or business name) Gulf Coast Electric Co., Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Kevin J. Picard  
Signature of Company Representative

8/5/20  
Date

On this 5<sup>th</sup> day of AUGUST, 2020, personally appeared

KEVIN J. PICARD, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal



Debbie Heaslet  
Notary Signature

8/5/2020  
Date

**Bidder Shall Return Completed Form with Offer.**

## Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Gulf Coast Electric Co., Inc.  
Company Name

20-024/YS  
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

**Bidder Shall Return Completed Form with Offer.**

## Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas

COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kevin J. Picard, who (name) after being by me duly sworn, did depose and say:

"I, Kevin J. Picard am a duly authorized officer of/agent (name) for Gulf Coast Electric Co., Inc. and have been duly authorized to execute the (name of firm) foregoing on behalf of the said Gulf Coast Electric Co., Inc. (name of firm)

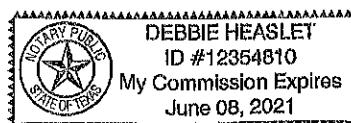
I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder: Gulf Coast Electric  
2005 Pecos St, Beaumont, TX 77701

Fax: \_\_\_\_\_ Telephone# 409 833 2828  
by: Kevin J. Picard Title: Vice President  
(print name)

Signature: Kevin J. Picard

SUBSCRIBED AND SWORN to before me by the above-named  
KEVIN J. PICARD on  
this the 5th day of AUGUST, 2020.



Debbie Heaslet  
Notary Public in and for  
the State of TEXAS

**Bidder Shall Return Completed Form with Offer.**

Gulf Coast Electric Co. Inc.  
2005 Pecos  
Beaumont, TX 7701

Bid Name: Term Contract for Disaster & Emergency  
Repair, Service, & Installation of Electrical  
Services for Jefferson County

Bid No.: TFO 20-024 / K5

Bid Due Date: 11 am August 5, 2020

Attn: Purchasing Agent

Rec. by  
05/2020 10:50 AM

## OFFER AND ACCEPTANCE FORM

# OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s):

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Gulf Coast Electric Co., Inc.

Company Name

For clarification of this offer, contact:

2005 Pershing Street

### Address

Kevin J. Picard

Beaumont TX 77701

City \_\_\_\_\_ State \_\_\_\_\_

409 658 5246

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

Ken J. Picard

Signature of Person Authorized to Sign

KenjiJPicard@yahoo.com

Kevin J. Picard

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

Vice President

**Title**

**Bidder Shall Return Completed Form with Offer.**

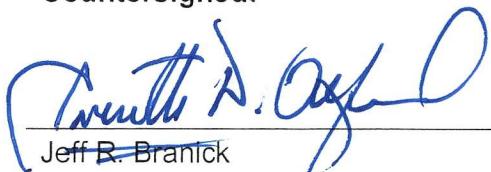
## Acceptance of Offer

The Offer is hereby accepted for the following items: Disaster and Emergency Repair, Service and Installation of Electrical Services for Jefferson County, contract term: two (2) years from date of award.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 20-024/YS, Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

  
Jeff R. Branick  
County Judge

August 11, 2020  
Date

Attest:

  
Carolyn L. Guidry  
County Clerk



**Bidder Shall Return Completed Form with Offer.**

## ATTACHMENT A

IFB 20-024/YS

Term Contract for Disaster and Emergency Repair, Service, and Installation of Electrical Services for Jefferson County

Item	Description	Labor Charge per Hour
1	Electrician during working hours (Monday-Friday, 7:30 am to 5:00 pm)	\$70.00/hour
2	Apprentice Electrician accompanying Electrician during working hours (Monday-Friday, 7:30 am to 5:00 pm)	\$45.00/hour
3	Electrician for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	\$95.00/hour
4	Apprentice Electrician accompanying Electrician for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	\$65.00/hour
5	Electrician for emergency service on Sundays and Holidays	\$120.00/hour
6	Apprentice Electrician accompanying Electrician for emergency service on Sundays and Holidays	\$75.00/hour
7	Electrician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	\$70.00/hour
8	Apprentice Electrician accompanying Electrician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	\$50.00/hour
9	Electrician for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	\$95.00/hour

10	Apprentice Electrician accompanying Electrician for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all day Saturday)	\$65.00/hour
11	Electrician for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	\$120.00/hour
12	Apprentice Electrician accompanying Electrician for emergency disaster service during mandatory/voluntary county evacuation (Sundays and Holidays)	\$50.00/hour
13	Hourly rates for hydraulic lifts	\$65.00/hour
14	Hourly rates for winch trucks	\$65.00/hour
15	Hourly rates for pole line trucks	\$65.00/hour
16	Materials, supplies, and/or equipment furnished by contractor shall be billed at _____ % markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	15%
17	Rental equipment furnished by contractor, with prior approval of the County, to be billed at _____ % markup.	15%
18	Contract fee for permitting \$_____ per \$100.00 value	\$1.00

Gulf Coast Electric Co., Inc.  
 2005 Pecos Street  
 Beaumont TX 77701  
 attn: Kevin J. Picard  
[KevinJPicard@yahoo.com](mailto:KevinJPicard@yahoo.com)  
 ph: 409-658-5246 or 409-833-2828

**CONTRACT RENEWAL FOR IFB 19-034/YS  
TERM CONTRACT FOR HERBICIDES FOR JACK BROOKS  
REGIONAL AIRPORT**

The County entered into a contract with Morning Star Industries for one (1) year, from August 19, 2019 to August 18, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from August 20, 2020 to August 19, 2021.

ATTEST:

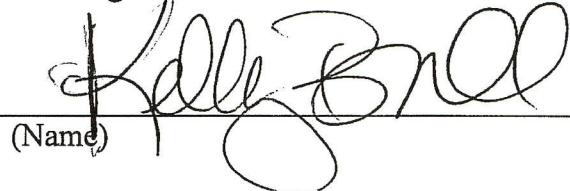
  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
Morning Star Industries

  
(Name)

**CONTRACT RENEWAL FOR IFB 19-034/YS  
TERM CONTRACT FOR HERBICIDES FOR JACK BROOKS  
REGIONAL AIRPORT**

The County entered into a contract with Red River Specialties for one (1) year, from August 19, 2019 to August 18, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from August 20, 2020 to August 19, 2021.

ATTEST:

Carolyn L. Guidry  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick  
Jeff Branick, County Judge



CONTRACTOR:  
Red River Specialties

Jack C. Clegg  
(Name)

**CONTRACT RENEWAL FOR IFB 19-034/YS**

JEFFERSON COUNTY  
215 FRANKLIN STREET, SUITE 202  
BEAUMONT, TEXAS 77701



## RISK MANAGEMENT

PHONE: (409) 835-8672  
FAX: (409) 835-8634

April 13, 2020

Diamond Specialty  
Adjuster: Christina

Your Claim Number: **6570**  
 Your Insured: **Chad Costello**  
 Date of Loss: **February 12, 2020**  
 Loss Location: **Orange County Texas**

Re: Subrogation Demand

Please take this as a formal notice of our subrogation rights relative to the above referenced claim. After carefully investigating this accident, we have concluded that your insured is responsible for the damage caused to the 2018 Ford F150 Patrol Vehicle owned by Jefferson County. Documentation is included to support the following claim.

Therefore, we are requesting that Jefferson County be paid for property damage in the amount of \$23,352.04 (Vehicle \$22,752.04 + Towing \$650.00 - see attached).

Payment should be mailed to: Jefferson County Risk Management, Attn: Kristen Hancock, 215 Franklin St., Suite 202, Beaumont, Texas, 77701.

If you have any questions or concerns about this claim, please feel free to contact me, either by phone or by email, at your convenience. My contact information is listed below.

Sincerely,

Kristen Hancock  
Risk Management Analyst  
Jefferson County Risk Management  
409/839-2380  
[khancock@co.jefferson.tx.us](mailto:khancock@co.jefferson.tx.us)



Achieve  
Ambitions

Kenneth B. Levenson, MAI, FRICS  
Executive Vice President  
5 Riverway, Suite 200  
Houston, Texas 77056  
+1 713 243 3311  
Kenneth.levenson@am.jll.com

July 30, 2020

Jamey West  
Assistant Purchasing Agent, CTPM  
Jefferson County Purchasing Department  
1149 Pearl Street, 1st Floor  
Beaumont, TX 77701  
jwest@co.jefferson.tx.us  
+1 409 835 8693

RE: Valuation & Advisory Services for the Property: Ford Park Entertainment Complex, 5115 Interstate 10 Access Rd., Beaumont, TX 77705

Dear Jamey,

JLL Valuation & Advisory Services, LLC (JLL VA) is pleased to provide this proposal and engagement letter for valuation and advisory services regarding the Property.

PROPERTY IDENTIFICATION:	Ford Park Entertainment Complex, 5115 Interstate 10 Access Rd., Beaumont, TX 77705
PROPERTY TYPE:	Sports & Entertainment
INTEREST APPRAISED:	Leased Fee
INTENDED USERS:	Jefferson County [NO OTHER USERS ARE INTENDED BY JLL VALUATION & ADVISORY SERVICES, LLC.]
INTENDED USE:	Internal Decision Making
VALUES PROVIDED:	As Is Market Value(s) (if applicable)
APPRAISAL STANDARDS:	Uniform Standards of Professional Appraisal Practice (USPAP) by the Appraisal Foundation, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute
PROPERTY INSPECTION:	JLL VA will conduct a physical inspection of the Property
VALUATION APPROACHES:	All applicable approaches to value.
REPORT OPTION:	Appraisal Report (Similar to the former "Self Contained" report format)
FEES:	\$30,000
EXPENSES:	The fee includes the expenses related to this engagement. There will be no added charges for travel, delivery fees or report production costs.
RETAINER:	No retainer
FINAL PAYMENT:	Final Payment
DELIVERY DATE:	4 weeks from receiving the executed engagement letter and retainer (if applicable). Delays in obtaining the data needed to complete this assignment or delays in accessing the property for inspection (if applicable) may result in delays in the date our analysis is completed and delivered.



Achieve  
Ambitions

JLL Valuation & Advisory Services, LLC  
Jefferson County Purchasing Department |  
Engagement Letter

**DELIVERY METHOD:** A PDF of the report(s) will be delivered to the client contact identified on this engagement letter. Two hard copies are available at client's request. Additional copies can be requested at \$150 per copy.

**NOTES:** AFTER DELIVERY OF THE APPRAISAL REPORT, SHOULD FURTHER CONSULTATION BE REQUIRED, NOT INVOLVING NECESSARY REVIEW CORRECTIONS TO THE REPORT, THIS TIME WILL BE ACCOUNTED FOR AT OUR THEN PREVAILING HOURLY RATES (CURRENT RATE TABLE SHOWN BELOW) OR PER A NEW AGREEMENT.

<b>HOURLY RATE SCHEDULE</b>	
<b>Title</b>	<b>Hourly Rate</b>
Managing Director	\$450
Executive Vice President	\$400
Senior Vice President	\$300
Vice President	\$250
Associate	\$200
Analyst	\$150
Project Coordinator	\$80

This engagement letter is subject to the General Terms and Conditions attached to this letter as Exhibit A, the Statement of Assumptions and Limiting Conditions attached to this letter as Exhibit B.

Upon your acceptance of this Agreement, we will forward our information request and coordinate a property inspection. We will update you within 48 hours of receiving the signed engagement to confirm our information request was provided and a property inspection is scheduled.

We appreciate the opportunity to be of service. Providing white-glove service and the least amount of disruption at the property is our top priority.

Sincerely,

**JLL VALUATION & ADVISORY SERVICES, LLC**

Kenneth B. Levenson, MAI, FRICS  
Executive Vice President  
+1 713 243 3311  
Kenneth.levenson@am.jll.com



JLL Valuation & Advisory Services, LLC  
 Jefferson County Purchasing Department |  
 Engagement Letter

**AGREED AND ACCEPTED BY:**

Jefferson County Purchasing Department

John Dug  
 Signature

Jeff R. Branick

Printed Name

Jefferson County Judge

Title

AUGUST 11, 2020

Date

jwest@co.jefferson.tx.us

Email Address

409-935-8593

Phone Number

**PROPERTY CONTACT:**

Steve Stafford

Printed Name

County Engineer

Company Title

sstafford@co.jefferson.tx.us

Email Address

409-935-9594

Phone Number

ATTEST  
DATE

Carolyn L. Manding  
8/11/12



## Exhibit A

### Terms and Conditions

#### 1. INTRODUCTION

**1.1** These Terms and Conditions supplement the proposal, agreement, letter of engagement or email (the "engagement") between JLL Valuation and Advisory Services, LLC and the Client indicated in the engagement that sets out details of the Services to be provided to the Client. All capitalized terms in this exhibit have the meanings given to them in the engagement unless given a different meaning in this exhibit. These Terms and Conditions, together with the engagement and all other exhibits, schedules and riders to the engagement, are collectively called the "agreement".

#### 2. SERVICES

**2.1** We will provide the Services using reasonable care and skill.

**2.2** We may make changes to the Services if necessary to comply with any law or safety requirement. We will notify you if that happens. Otherwise, JLL and the Client must agree in writing to any changes to the Services, the Fees, or any other provision of the agreement.

#### 3. CLIENT OBLIGATIONS

**3.1** You agree to give us all documents and other information that we advise you are reasonably necessary for us to provide the Services.

**3.2** You will maintain adequate property and public liability insurance to reasonably insure property that you own or occupy and any activities on that property. You will obtain all necessary licenses, permissions and consents which may be required to enable us to perform the Services (other than professional licenses that we are required to maintain to perform the Services). You are responsible to keep your property in a safe condition so that we may perform the Services in reasonable safety.

**3.3** You will notify us promptly if you believe any information you have provided is incomplete or inaccurate.

#### 4. DELAY

We are not responsible for any delay in our performance of the Services if caused by any event beyond our reasonable control, or for any delay caused by your failure to comply with the agreement.

#### 5. FEES, EXPENSES AND PAYMENT

**5.1** Our fee in its entirety is earned upon delivery of the first report. We will invoice you at time of delivery for any outstanding balance.

**5.2** You agree that your obligation to pay the Fee is not contingent upon the results, conclusions or recommendations we provide.

**5.3** If we are asked to invoice any other party, you agree to settle our invoice immediately if the other party does not do so within 30 days of the date of the invoice.

**5.4** If the Fee or any part of it remains unpaid after it was due, you may not use any report or work product we have delivered to you for any reason.

**5.5** If you terminate this agreement before the Services are completed, you will pay us, no later than the termination date, a reasonable fee proportionate to the part of the Services performed to the date of termination.

**5.6** Our rights under Section 5.3 and 5.4 are in addition to, and will not limit, our right to pursue any other rights and remedies under the agreement or at law or in equity.

#### 6. INDEMNITY

You agree to indemnify and defend us and hold us harmless from any loss, liability or expense (including attorneys' fees) arising from a third party action, claim or proceeding ("Loss") that we suffer arising out of the agreement or the Services, other than Loss that a court of competent jurisdiction has determined was the result of our negligence or willful misconduct. We agree to indemnify and defend you and hold you harmless from any ~~Loss~~ ~~third party action, claim or proceeding~~ that you suffer arising out of our negligent performance of Services under the agreement, other than Loss that is found by a court of competent jurisdiction to result from ~~gross negligence while on your negligence or willful misconduct property and performing the~~

Services.


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**7. EXCLUSIONS OF, AND LIMITATIONS ON, LIABILITY**

**7.1** EACH OF JLL AND THE CLIENT WAIVES ANY CLAIMS AGAINST EACH OTHER FOR LOSS OF PROFITS, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL JLL'S LIABILITY IN CONNECTION WITH THE AGREEMENT EXCEED THE FEE PAID TO JLL HEREUNDER.

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**8. TERMINATION**

**8.1** Either of us may terminate the agreement without reason by giving 30 days' advance written notice to the other.

**8.2** Either of us may terminate the agreement immediately if the other breaches the agreement and fails to remedy the breach within 10 days of notice by the non-breaching party.

**8.3** We may terminate the agreement immediately for any of the following reasons:

- (a) We cannot provide any of the Services due to conditions beyond our reasonable control.
- (b) In our reasonable opinion, there is insufficient information available to provide a report or other work product that meets our standards.
- (c) A conflict of interest arises which prevents us from acting for you.
- (d) You have asked us to provide reports or work product that we do not consider to be accurate.

---

**9. ASSUMPTIONS AND LIMITATIONS**

**9.1** Any report or other work product we deliver as part of the Services will be subject to our standard Statement of Assumptions and Limiting Conditions, provided as an exhibit and as part of the agreement, which will be incorporated into the report or work product.

**9.2** We understand that you may wish to use the report or other work product we deliver as part of the Services to support your Stark law and Anti-Kickback compliance process. Our reports and work product are appraisals prepared pursuant to Uniform Standards of Professional Appraisal Practice, and do not undertake to

evaluate any such compliance. You acknowledge that many factors in addition to property value must be considered to determine Stark or anti-kickback law compliance, and agree that any reports and work product we deliver make no opinion or representation that any transaction involving property we appraise is compliant with Stark law or any anti-kickback law.

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**10. CONFIDENTIALITY**

**10.1** We each agree to maintain the confidentiality of each other's confidential information and will not disclose any information received in confidence from each other, until two years after termination or expiration of the agreement, except where required to do so by law.

**10.2** Any report or other work product that we deliver to you in connection with the Services is confidential and may be used by only you, unless we agree otherwise in writing.

**10.3** Notwithstanding the foregoing, we acknowledge and agree that the confidentiality obligations hereunder will not apply to information that is subject to a legitimate public disclosure under the open records laws of Texas, or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar request, you will give us prompt written notice of the same and allow us to comply or reject said request, each in our reasonable discretion, or and otherwise perform the functions required by applicable law.

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**11. INTELLECTUAL PROPERTY RIGHTS**

**11.1** We retain all copyright (and other intellectual property rights) in all materials, reports, systems and other deliverables which we produce or develop for the purposes of the agreement, or which we use to provide the Services.

**11.2** You will not reproduce or copy any part of any report or other work product we produce as part of the Services without our prior written consent.

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**12. GENERAL**

**12.1** The agreement may be modified only by a written agreement signed by both of us. Liability accruing before the agreement terminates or expires will survive termination or expiration.

- 12.2** The agreement states the entire agreement, and supersedes all prior agreements, between you and JLL with respect to the matters described in the agreement.
- 12.3** If a court determines that any part of the agreement is unenforceable, the remainder of the agreement will remain in effect.
- 12.4** The agreement is governed by the laws of the State of Texas. Each of us irrevocably submits to the exclusive jurisdiction of Jefferson County, Texas and the courts of that State.
- 12.5** The agreement may be executed in multiple counterparts.
- 12.6** No director, officer, agent, employee or representative of either of us has any personal liability in connection with the agreement.
- 12.7** Neither of us may assign or transfer any rights or obligations under the agreement without the prior written approval of the other. We each agree to be reasonable in evaluating such a request for approval.
- 12.8** If there is any conflict between the terms of the letter and this exhibit, the terms of the letter will prevail.
- 12.9** If either of us fails to enforce any provision or exercise any right under the Agreement at any time, that failure will not operate as a waiver to enforce that provision or to exercise that right at any other time.
- 12.10** The agreement does not establish any partnership or joint venture between us, or make either of us the agent of the other.
- 12.11** A person who is not a party to the agreement does not have any rights to enforce its terms unless specifically agreed in writing.
- 12.12** Neither of us may publicize or issue any specific information to the media about the Services or the agreement without the written consent of the other.
- 12.13** Each of us represents to the other that it is not a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action. Each of us agrees to comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption.

- 12.14** If either party does not comply with the obligations under the agreement and legal action is commenced to enforce the rights under the agreement, the faulty losses will reimburse the prevailing party reasonable costs (including attorneys' fees), associated with such action.

**THE PARTIES HEREBY WAIVE TRIAL BY JURY AND ANY LITIGATION HEREUNDER SHALL BE RESOLVED PURSUANT TO A BENCH TRIAL IN JEFFERSON COUNTY, TEXAS, UNLESS WE AGREE OTHERWISE.**

- 12.15** Sections 5, 6, 7, 10, 11, 12.1, 13, 17 and 18 will survive termination of the agreement.

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**13. USE OF DATA AND DATA PROTECTION**

- 13.1** You agree as follows: (i) The data we collect in connection with the agreement will remain our property. (ii) We and our affiliates may utilize, sell and include data you have provided (either in the aggregate or individually) in the databases of JLL and its affiliates and for use in derivative products. (iii) We may utilize all data already in the public domain on an unrestricted basis.
- 13.2** In order for us to provide the Services, we may need to record and maintain in hard copy and/or in electronic form, information regarding the Client, its officers and any other individuals connected with the Client (collectively "Data Subjects"). We may also verify the identity of Data Subjects, which could include carrying out checks with third parties such as credit reference, anti-money laundering or sanctions checking agencies.
- 13.3** We may use all information that we hold regarding Data Subjects to provide the Services. We may also use and share it with third parties for other purposes as described in our Privacy Statement available at [www.jll.com](http://www.jll.com). We may use both commercially available and proprietary software programs to perform the Services (web based and others).

---

**14. SPECIAL EXPERTS**

- 14.1** If you request our assistance in hiring a special expert to contribute to any assignment (such as a surveyor, environmental consultant, land planner, architect, engineer, business, personal property, machinery and equipment appraiser, among others), you will perform your own due diligence to qualify the special expert. You will



be responsible to pay for the services of the special expert.

**14.2** We not responsible for the actions and findings of any special expert. You agree to indemnify and defend us and hold us harmless from all damages that may arise out of your reliance on any special expert.

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#### 15. CONFLICTS POLICY

JLL adheres to a strict conflict of interest policy. If we learn of a conflict of interest, we will notify you and recommend a course of action to resolve the conflict. If we learn of a conflict that we do not believe can be resolved, we may terminate the agreement without penalty.

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#### 16. FIRREA REQUIREMENTS

Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. Given that requirement, any report produced by JLL under the agreement, if ordered independent of a financial institution or agent, might not be FIRREA compliant or acceptable to a federally regulated financial institution.

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#### 17. USPAP REQUIREMENTS

The Ethics Rule of the Uniform Standards of Professional Appraisal Practice ("USPAP") requires us to disclose to you any prior services (appraisal or otherwise) performed within three years prior to the date of this letter by the individual JLL appraiser who will be performing Services for the Property. We represent that to our knowledge, that JLL has not provided prior services within the designated disclosure period, outside of what we have identified.

---

#### 18. USE OF WORK PRODUCT AND RELIANCE

**18.1** You agree that any report or other work product we produce in connection with the Services are for your use only, and only for the purpose indicated in the agreement. No person or entity other than the Client may use or rely on any such

report or work product unless we consent otherwise in writing, even if such reliance is foreseeable. Any person who receives a copy of any report or other work product we produce as a consequence of disclosure requirements that apply to the Client, does not become an intended user of this report unless the Client specifically identified them at the time of the engagement.

**18.2** You will not use any such report or work product in connection with any public documents. You will not refer to JLL in any public documents without our prior written consent. We may give or withhold our consent in our sole discretion for any purpose under this Section 18.

**18.3** Notwithstanding the foregoing, JLL understands that applicable law in eminent domain proceedings may require you to disclose our reports and work product to landowners and to otherwise make our reports and work product available to the public. To the extent required by applicable law, JLL consents to such disclosure. However, you and only you, and no such landowner or other person or entity, may rely on our reports or our work product.

---

#### 19. LITIGATION MATTERS

**19.1** We are not required to testify or provide court-related consultation or to be in attendance in court unless we have agreed to do so in the agreement or otherwise in writing, or if required by law.

**19.2** If we receive a subpoena or other judicial command to produce documents or to provide testimony in a lawsuit or proceeding regarding the agreement, we will notify you if allowed by law to do so. However, if we are not a party to these proceedings, you agree to compensate us for our professional time at the then prevailing hourly rates of the personnel responding to the subpoena or providing testimony, and to reimburse us for our actual expenses incurred in responding to any such subpoena or judicial command, including attorneys' fees, if any, as they are incurred.

## Exhibit B

### Statement of Assumptions and Limiting Conditions

1. All reports and work product we deliver to you (collectively called "report") represents an opinion of value, based on historical information and forecasts of market conditions. Actual results may vary from those forecast in the report. There is no guaranty or warranty that the opinion of value reflects the actual value of the property.
2. The conclusions stated in our report apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events. Assessed values may change significantly and unexpectedly over short periods. We are not liable for any conclusions in the report that may be different if there are subsequent changes in value. We are not liable for loss relating to reliance upon our report more than three months after its date.
3. There may be differences between projected and actual results because events and circumstances frequently do not occur as predicted, and those differences may be material. We are not liable for any loss arising from these differences.
4. We are not obligated to predict future political, economic or social trends. We assume no responsibility for economic factors that may affect or alter the opinions in the report if the economic factors were not present as of the date of the letter of transmittal accompanying the report.
5. The report reflects an appraisal of the property free of any liens or encumbrances unless otherwise stated.
6. We assume responsible ownership and competent property management.
7. The appraisal process requires information from a wide variety of sources. We have assumed that all information furnished by others is correct and complete, up to date and can be relied upon, but no warranty is given for its accuracy. We do not accept responsibility for erroneous information provided by others. We assume that no information that has a material effect on our appraisal has been withheld.
8. We assume the following, unless informed to the contrary in writing: Each property has a good and marketable title. All documentation is satisfactorily drawn and that there are no encumbrances, restrictions, easements or other adverse title conditions, which would have a material effect on the value of the interest under consideration. There is no material litigation pending involving the property. All information provided by the Client, or its agents, is correct, up to date and can be relied upon. We are not responsible for considerations requiring expertise in other fields, including but not limited to: legal descriptions, interpretation of legal documents and other legal matters, geologic considerations such as soils and seismic stability, engineering, or environmental and toxic contaminants. We recommend that you engage suitable consultants to advise you on these matters.
9. We assume that all engineering studies correct. The plot plans and illustrative material in the report are included only to help the reader visualize the property.
10. We assume that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. We are not responsible for such conditions or for obtaining the engineering studies that may be required to discover them.
11. We assume that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the report. We have not made or requested any environmental impact studies in conjunction with the report. We reserve the right to

revise or rescind any opinion of value that is based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the report assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.

12. Unless otherwise stated in the report, you should assume that we did not observe any hazardous materials on the property. We have no knowledge of the existence of such materials on or in the property; however, we are not qualified to detect such substances, and we are not providing environmental services. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. Our report assumes that there is no such material on or in the property that would cause a loss in value. We do not assume responsibility for such conditions or for any expertise or engineering knowledge required to discover them. We encourage you to retain an expert in this field, if desired. We are not responsible for any such environmental conditions that exist or for any engineering or testing that might be required to discover whether such conditions exist. We are not experts in the field of environmental conditions, and the report is not an environmental assessment of the property.
13. We may have reviewed available flood maps and may have noted in the report whether the property is generally located within or out of an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property. Any opinion of value we include in our report assumes that floodplain and/or wetlands interpretations are accurate.
14. We have not made a specific survey or analysis of the property to determine whether it is in compliance with the Americans with Disabilities Act ("ADA"), Stark law or any anti-kickback laws. We claim no expertise in such issues and render no opinion regarding compliance of you or the property with ADA, Stark law or anti-kickback law or regulations.
15. We assume that the property conforms to all applicable zoning and use regulations and restrictions unless we have identified, described and considered a non-conformity in the report.
16. We assume that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in the report is based.
17. We assume that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
18. We have not made any investigation of the financial standing of actual or prospective tenants unless specifically noted in the report. Where properties are valued with the benefit of leasing, we assume, unless we are informed otherwise, that the tenants are capable of meeting their financial obligations under the leases, all rent and other amounts payable under the leases have been paid when due, and that there are no undisclosed breaches of the leases.
19. We did not conduct a formal survey of the property and assume no responsibility for any survey matters. The Client has supplied the spatial data, including sketches and/or surveys included in the report, and we assume that data is correct, up to date and can be relied upon.
20. Unless otherwise stated, the opinion of value included in our report excludes any additional value attributable to goodwill, or to fixtures and fittings which are only of value, *in situ*, to the present occupier. We have made no allowance for any plant, machinery or equipment unless they form an integral part of the building and would normally be included in a sale of the building. We do not normally carry out or commission investigations into the capacity or condition of services being provided to the property. We assume that the services, and any

associated controls or software, are in working order and free from defect. We also assume that the services are of sufficient capacity to meet current and future needs.

21. In the case of property where construction work is in progress, such as refurbishment or repairs, or where developments are in progress, we have relied upon cost information supplied to us by the Client or its appointed experts or upon industry accepted cost guides. In the case of property where construction work is in progress, or has recently been completed, we do not make allowance for any liability already incurred, but not yet discharged, in respect of completed work, or obligations in favor of contractors, subcontractors or any members of the professional or design team. We assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
22. Any allocation in the report of value between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
23. The report is confidential to the party to whom it is addressed and those other intended users specified in the report for the specific purpose to which it refers. Use of the report for any other purpose or use by any party not identified as an intended user of the report without our prior written consent is prohibited, and we accept no responsibility for any use of the report in violation of the terms of this Agreement. Notwithstanding the foregoing, we acknowledge and agree that the confidentiality obligations hereunder will not apply to information that is subject to a legitimate public disclosure under the open records laws of Texas, or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar request, you will give us prompt written notice of the same and allow us to comply or reject said request, each in our reasonable discretion, or and otherwise perform the functions required by applicable law.
24. We are not required to testify or provide court-related consultation or to be in attendance in court unless we have agreed to do so in writing.
25. Neither Unless a disclosure is required by an open records law or other applicable public disclosure law governing this Agreement, neither the whole report, nor any part, nor reference thereto, may be published in any manner without our prior written approval.
26. We may rely on, and will not verify, the accuracy and sufficiency of documents, information and assumptions provided to it by the Client or others. We will not verify documents, information and assumptions derived from industry sources or that JLL or its affiliates have prepared in the regular course of business. We are not liable for any deficiency in the report arising from the inaccuracy or insufficiency of such information, documents and assumptions. However, our report will be based on our professional evaluation of all such available sources of information.
27. JLL IS NOT LIABLE TO ANY PERSON OR ENTITY FOR LOSS OF PROFITS, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL THE LIABILITY OF JLL AND ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEE PAID TO JLL HEREUNDER.
28. Unless expressly advised to the contrary, we assume that appropriate insurance coverage is and will continue to be available on commercially acceptable terms.
29. We assume that no material changes in any applicable federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.

30. We may determine during the course of the assignment that additional Hypothetical Conditions and Extraordinary Assumptions may be required in order to complete the assignment. The report will be subject to those Hypothetical Conditions and Extraordinary Assumptions. Each person that is permitted to use the report agrees to be bound by all the Assumptions and Limiting Conditions and any Hypothetical Conditions and Extraordinary Assumptions stated in the report.

4/14/2020

## 2<sup>ND</sup> AMENDMENT TO LEASE AGREEMENT

This second rental agreement amendment (the "Second Amendment"), is made and entered into effective this 10th day of August, 2020, by and between Jefferson County, ("Lessor") and KUSA Aviation, LLC. ("Lessee").

### RECITALS

Whereas on October 29th, 2019, Lessor and Lessee entered into a certain Hangar/Office Lease Agreement (the "Lease Agreement"), whereby Lessee leased hangar and storage space from Lessor;

Whereas on June 2, 2020, Lessor and Lessee entered into the 1<sup>st</sup> Lease Agreement, amending the terms of the lease to remove Hangar Unit #2 due to decreased aviation activity from COVID-19;

Whereas the recent COVID-19 pandemic is causing unprecedented impact and uncertainty for the aviation industry resulted in a decrease in the private aviation sector due to various State and local stay-at-home orders;

Whereas Lessee has, in an effort to slow financial losses due to extreme decreased aviation activity, reduced the amount of hangar space required;

Whereas the parties desire to amend the term of the Lease Agreement.

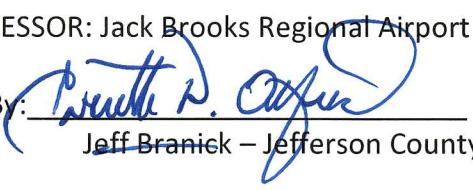
NOW, THEREFORE, IT IS HEREBY AGREED **SECTION 2. RATE** IS HEREBY AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

### RATE

2. **RATE**: For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows: "Hangar 7 – Unit 4" containing 6,750 square feet, more or less, of hangar space at a rate of \$2.52 annually per sqft (\$1,417.50/month \$17,010.00/year), and "Hangar 7 – Storage E" containing 420 square feet, more or less, of office space at a rate of \$8.00 annually per sqft (\$280.00/month \$3,360.00/year), for a total hangar and office rental rate of (\$1,697.50/month \$20,370.00/year), effective August 1, 2020.

LESSOR: Jack Brooks Regional Airport

By:

  
Jeff Branick – Jefferson County Judge

LESSEE: KUSA Aviation

By:

Kyle Knupple – CEO KUSA Aviation, LLC

# **Texas Traffic Safety eGrants**

## **Fiscal Year 2021**

**Organization Name:** Jefferson County Sheriff's Office

**Legal Name:** County of Jefferson

**Payee Identification Number:** 17460002912052

**Project Title:** STEP Comprehensive

**ID:** 2021-JeffersonCoSO-S-1YG-00100

**Period:** 10/01/2020 to 09/30/2021

Jefferson County Sheriff's Office  
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**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS.

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **County of Jefferson** hereinafter called the Subgrantee, and becomes effective when fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

**AUTHORITY:** Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2020.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**

CFDA Title: **State and Community Highway Safety Grant Program**

Funding Source: **Section 402**

DUNS: **010807535**

FAIN:

**18X9204020 TX21**

**69A37521300004020 TX0**

Project Title: **STEP Comprehensive**

This project is **Not Research and Development**

**Grant Period:** This Grant becomes effective on **10/01/2020** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2021** unless terminated or otherwise modified.

**Total Awarded:** **\$38,546.50**

**Amount Eligible for Reimbursement by the Department:** **\$28,763.90**

**Match Amount provided by the Subgrantee:** **\$9,782.60**

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**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

**Subgrantee Signature**

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

**TxDOT Signature**

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

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STEP Comprehensive 2021

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**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**GRANT AGREEMENT GENERAL TERMS AND CONDITIONS (Revised: 07/18/2019)**

**Definitions:** For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant."

**ARTICLE 1. COMPLIANCE WITH LAWS**

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations; nondiscrimination laws and regulations; and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

**ARTICLE 2. STANDARD ASSURANCES**

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200, and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant, and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-362), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1504-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

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STEP Comprehensive 2021

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- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include, the National Environmental Policy Act of 1969, as amended, 42 USC §§ 14321 et seq.; the Clean Air Act, as amended, 42 USC §§ 7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC 84012a(a). Section 102(a) requires, on and after March 2, 1978, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code; unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

**ARTICLE 3. COMPENSATION**

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are

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based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "P&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "P&E Activities." The TxDOT amount for Subcategory B, "P&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If this Grant Agreement states otherwise, that this Grant has

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~~I ensure specified criteria, such as a project's merit, if this department's initial agreement period, to have the project funds demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.~~

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

#### **ARTICLE 4. LIMITATION OF LIABILITY**

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

#### **ARTICLE 5. AMENDMENTS**

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

#### **ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK**

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

#### **ARTICLE 7. REPORTING AND MONITORING**

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a ~~quarterly financial report to the Department. This report shall include the amount of funds received and expended on~~

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performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost overruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

#### ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

#### ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for

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~~liabilities incurred by the Department for negligent or otherwise resulting claims or demands as a result of any activities of the Subgrantee, its agents, or employees.~~

**B.** To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

**C.** If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

**ARTICLE 10. DISPUTES AND REMEDIES**

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

**ARTICLE 11. TERMINATION**

**A.** This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

**B.** The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

**ARTICLE 12. INSPECTION OF WORK**

**A.** The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

**B.** If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

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#### **ARTICLE 13. AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **ARTICLE 14. SUBCONTRACTS**

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

#### **ARTICLE 15. GRATUITIES**

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

#### **ARTICLE 16. NONCOLLUSION**

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to cancel this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

#### **ARTICLE 17. CONFLICT OF INTEREST**

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

#### **ARTICLE 18. SUBGRANTEE'S RESOURCES**

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to

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perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

#### **ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-316, 200.318-.324.

#### **ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

#### **ARTICLE 21. SUCCESSORS AND ASSIGNS**

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

#### **ARTICLE 22. CIVIL RIGHTS COMPLIANCE**

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**A. Compliance with regulations:** The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT); 49 CFR, Part 21, 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

**B. Nondiscrimination:** (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 79 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** ; (42 U.S.C. 4001), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973** , (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972** , as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973** , (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975** , as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987** , (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the programs is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors and consultants receiving Federal financial assistance under this

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Contractors, Subrecipients, and Consultants receiving a copy of this assurance, shall agree that the program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program;

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

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**F. Incorporation of provisions:** The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state, and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

**ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

- A.** The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B.** The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C.** The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>
- E.** The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F.** Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

**ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)**

**Instructions for Primary Tier Participant Certification (States)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the:

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certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that this certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Current for transactions authorized under paragraph A of this clause in this line. If a participant in a

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~~IV. EXCEPT FOR A TRANSACTION WHICH IS A COMMODITY PURCHASE OR SALE, IF A PROSPECTIVE PARTICIPANT OR COVERED TRANSACTION KNOWINGLY ENTERS INTO A LOWER TIER COVERED TRANSACTION WITH A PERSON WHO IS PROPOSED FOR DEBARMENT UNDER 48 CFR PART 9, SUBPART 9.4, SUSPENDED, DEBARRED, INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION, IN ADDITION TO OTHER REMEDIES AVAILABLE TO THE FEDERAL GOVERNMENT, THE DEPARTMENT OR AGENCY MAY TERMINATE THIS TRANSACTION FOR CAUSE OR DEFAULT.~~

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions**

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Participant Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

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5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" (including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<http://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress.

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In connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1362, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**ARTICLE 26. CHILD SUPPORT CERTIFICATION**

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or licensee entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

**ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS**

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and Implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money.

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The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:
  - I. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  - II. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**ARTICLE 28. SINGLE AUDIT REPORT**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign-produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

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**ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION**  
(*This article applies only to non-profit entities.*)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

**ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**  
(applies to subrecipients, as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM**

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

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**RESPONSIBILITIES OF THE SUBGRANTEE**

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend grant related training as requested by the Department
- D. Attend meetings according to the following:
  1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.
  2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement.
- G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.
- H. Ensure that this grant will in no way supplant (replace) funds from other sources.  
Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.
- J. All STEP agencies must provide the following provision in all daily activity report forms:  
"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be punishable under 18 U.S.C.

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1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at [www.buckleuptexas.com](http://www.buckleuptexas.com).

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**RESPONSIBILITIES OF THE DEPARTMENT**

**A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:**

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

**B. Provide program management and technical assistance:**

**C. Attend appropriate meetings.**

**D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.**

**E. Perform an administrative review of the project at the close of the grant period to:**

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Account for any approved Program Income earned and expended
4. Identify exemplary performance or best practices

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**GOALS AND STRATEGIES**

**Goal:** To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.

**Strategies:** Increase and sustain high visibility enforcement of traffic safety-related laws. Increase public education and information campaigns regarding enforcement activities.

**Goal:** To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.

**Strategy:** Increase and sustain high visibility enforcement of DWI laws.

**Goal:** To increase occupant restraint use in all passenger vehicles and trucks.

**Strategy:** Increase and sustain high visibility enforcement of occupant protection laws.

**Goal:** To reduce the number of speed-related crashes, injuries, and fatalities.

**Strategy:** Increase and sustain high visibility enforcement of speed-related laws.

**Goal:** To reduce intersection-related motor vehicle crashes, injuries, and fatalities.

**Strategy:** Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.

**Goal:** To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.

**Strategies:** Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices. Increase public information and education on Distracted Driving related traffic issues.

I agree to the above goals and strategies.

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**BASELINE INFORMATION**

**Baseline Definition:** A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

**Note:** Baseline data used must be no older than 2017.

Baseline Year (12 months)      **From 8/1/2018 To 7/31/2019**

<b>Baseline Measure</b>	<b>Arrests/Citations</b>	<b>Written Warnings</b>	<b>KA Crashes</b>
Driving Under Influence (DUI)	36	0	9
Speed	366	0	3
Safety Belt	179	0	6
Child Safety Seat	43	0	
Intersection Traffic Control (ITC)	104	0	4
Distracted Driving Citations	0	0	0
Other Elements	572	9003	10

If you have additional attachments, provide them on the "Attachments" page.

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**LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE**

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Driving Under Influence (DUI) crashes to	8	
Reduce the number of Speed-related crashes to	2	
Reduce the number of Safety Belt-related crashes to	3	
Reduce the number of Child Safety Seat-related crashes to		X
Reduce the number of ITC-related crashes to	3	
Reduce the number of Distracted Driving-related crashes to		X
Number of Enforcement Hours	491	

**Note:** Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

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STEP Comprehensive 2021

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**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**PI&E OBJECTIVE/PERFORMANCE MEASURE**

Objectives/Performance Measure	Target Number
<b>Support Grant efforts with a public information and education (PI&amp;E) program</b>	
a. Conduct presentations	5
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	5
c. Conduct community events (e.g. health fairs, booths)	2

Jefferson County Sheriff's Office  
STEP Comprehensive 2021

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**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**OPERATIONAL PLAN**

**Zone Name :** Zone 1

**Zone Location :** I-10 From Smith Road to FM365

**Zone Hours :**

**Zone Heat Map :** [\(attach\)](https://www.dot.state.tx.us/apps/egrants/_Upload/943163_337651-Zone1-combinedmap.pdf)

Jefferson County Sheriff's Office  
STEP Comprehensive 2021

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**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**OPERATIONAL PLAN**

**Zone Name :** Zone 2

**Zone Location :** HWY73 from LaBelle Road to Boondocks

**Zone Hours :**

**Zone Heat Map :** [\(attach\)](https://www.dot.state.tx.us/apps/egrants/_Upload/943168_337651-Zone2-combinedmaps.pdf)

Jefferson County Sheriff's Office  
STEP Comprehensive 2021

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**BUDGET SUMMARY**

Budget Category		TxDOT	Match	Total
<b>Category I - Labor Costs</b>				
(100)	Salaries:	\$28,763.90	\$0	\$28,763.90
(200)	Fringe Benefits:	\$0	\$9,782.60	\$9,782.60
	Sub-Total:	\$28,763.90	\$9,782.60	\$38,546.50
<b>Category II - Other Direct Costs</b>				
(300)	Travel:	\$0	\$0	\$0
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$0	\$0
	Total Direct Costs:	\$28,763.90	\$9,782.60	\$38,546.50
<b>Category III - Indirect Costs</b>				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
<b>Summary</b>				
	Total Labor Costs:	\$28,763.90	\$9,782.60	\$38,546.50
	Total Direct Costs:	\$0	\$0	\$0
	Total Indirect Costs:	\$0	\$0	\$0
	Grand Total:	\$28,763.90	\$9,782.60	\$38,546.50
	Fund Sources (Percent Share):	74.62%	25.38%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Grants.				

Jefferson County Sheriff's Office  
STEP Comprehensive 2021

**Texas Department Of Transportation - Traffic Safety  
Electronic Signature Authorization Form**

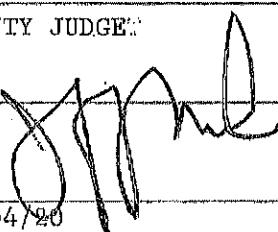
This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

**Name Of Organization:** County of Jefferson

**Project Title:** STEP Comprehensive

**Authorizing Authority**

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	JUDGE JEFF R. BRANICK
Title:	COUNTY JUDGE
Signature:	
Date:	08/04/20

Under the authority of Ordinance or Resolution  
Number (if applicable)

**Authorized to Electronically Sign Grant Agreements and Amendments**

List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	RYAN BODLEY SR.	SERGEANT
2.	PATRICK SWAIN	COUNTY AUDITOR
3.		

**JEFFERSON COUNTY PUBLIC HEALTH DEPT. – UNIT 1**

1295 PEARL STREET  
BEAUMONT, TX 77701  
Ofc (409) 835-8530  
Fax (409) 839-2353

**A. Cecil Walkes, M.D.**  
County Health Director

**Essline Knox**  
Interim Administrative Director

**Rachel Dragulski, RN**  
Nursing Supervisor, Unit I

**Social Services Supervisor, Unit I**

**Memorandum**

TO: Fran Lee  
1<sup>st</sup> Assistant County Auditor

FROM: Essline Knox *ek*  
Interim Administrative Director

RE: Transfer of Funds

DATE: Aug. 4, 2020

I am requesting a budget transfer to cover the Extra Help Fringe Benefits for the rest of the fiscal year. Transfer \$18,000.00 from Acct. 120-5074-441-2003 Employees' Insurance to the following accounts:

\$13,200.00 to Acct. 120-5079-442-2002 Employees' Retirement  
\$4,800.00 to Acct. 120-5079-442-2001 FICA

Your assistance in this matter is greatly appreciated.

**PUBLIC DEFENDER CONTRACT**  
**CRIMINAL DISTRICT COURTS FOR**  
**JEFFERSON COUNTY, TEXAS**

**CONTRACT AGREEMENT**

This contract is agreed upon and entered into by the following parties: the 252<sup>nd</sup> District Court of Jefferson County, Texas (“Court”) [appointing authority], Charles Rojas. (“Attorney”) [contractor], and Jefferson County, Texas (“County”) [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan (“Plan”), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

**Scope of Contract:** Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

**Compensation:** Attorney agrees to accept \$8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

**Additional Compensation:** Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

**Term of Contract:** This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

**Contract Termination:** This contract may be terminated at-will by either Attorney or by the Court.

**Independent Contractor:** Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

**Standards of Representation:**

- (a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.
- (b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.
- (c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.
- (d) Attorney must submit a monthly invoice to be approved by the Court for payment.
- (e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.
- (f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.
- (g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

- (h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.
- (i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.
- (j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.
- (k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.
  - (l) The Attorney shall make every reasonable effort to:
    1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and
    2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

**Conflict:** In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

**Administration:** The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

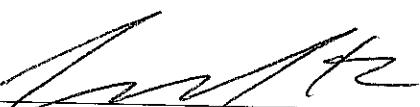
**Forum Selection With Regard to Disputes Between the Parties:** Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

**Additional Terms and Conditions:**

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(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

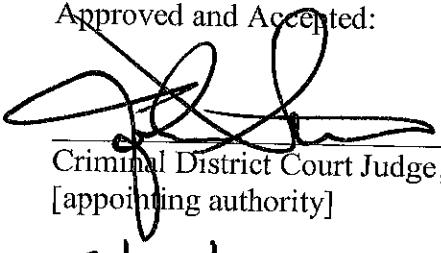


Contract Public Defender [contractor]

24002864  
SBOT Number

6-11-20  
Date

Approved and Accepted:



Criminal District Court Judge,  
[appointing authority]

7/30/2020  
Date



County Judge,  
Jefferson County, Texas  
[contracting authority]

8/4/2020  
Date



252<sup>nd</sup> District Court Judge  
[appointing authority]

7/30/2020  
Date

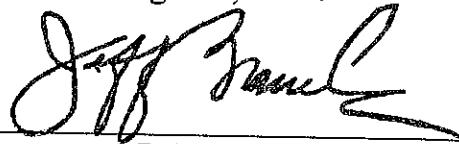
effective pm  
7/1/2020

**COUNTY AUDITOR:**

1/2

1

- (g) Consider and approve revised public defender contract agreements for the Criminal District Court, 252nd District Court, and the Drug Impact District Court.
- (h) Consider and approve termination of public defender contract agreement for the 252nd District Court with Thomas William Kelley effective June 30, 2020.
- (i) Consider and approve public defender contract agreement for the 252nd District Court with Charles Rojas effective August 1, 2020.



Jeff R. Branick  
County Judge

**Jefferson County  
Precinct #3**

# Memo

To: Fran Lee  
From: Kimberly Doyle  
CC: Micheal Sinegal  
Date: August 5, 2020  
Re: Budgets Transfer

Please take from the following account,

Acct. #113-3002-431-3001 Asphalt	\$20,000.00
Acct. #113-0306-431-3015 Cement	\$6000.00
Acct. #113-0306-431-3019 Culverts	\$4000.00
Total \$30,000.00	

And place it into Account #113-0308-431-6014 Buildings and Structures

*Additional cost for building Remodel/expansion*

If you have any questions please give me a call (409) 736-2851

Thank You

*Kimberly Doyle*  
\_\_\_\_\_  
Kimberly Doyle  
Precinct #3

# Jefferson County



# Precinct Four

Everette "Bo" Alfred  
Commissioner

P.O. Box 4025  
Beaumont, Texas 77704-4025  
409-835-8443 phone  
[www.co.jefferson.tx.us/prct4/index.html](http://www.co.jefferson.tx.us/prct4/index.html)

## MEMO

TO: Ms. Fran Lee, Auditing  
FROM: Commissioner Everette Alfred  
DATE: July 29, 2020  
RE: Transfer Funds – Out of Series

Please transfer the following into account # 114-0402-431.30-01 (Asphalt) for additional cost of road material:

- \$2,000 from account # 114-0405-431.40-14 (Shared Equipment).

Thank you.

EA/nr

**PUBLIC DEFENDER CONTRACT**  
**CRIMINAL DISTRICT COURTS FOR**  
**JEFFERSON COUNTY, TEXAS**

**CONTRACT AGREEMENT**

This contract is agreed upon and entered into by the following parties: the Criminal District Court and/or 252<sup>nd</sup> District Court of Jefferson County, Texas ("Court") [appointing authority], David Barlow, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

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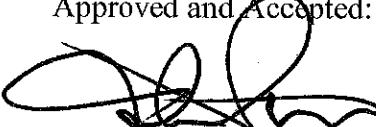
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David W. Barlow  
Contract Public Defender [contractor]

00793305  
SBOT Number

6-11-2020  
Date

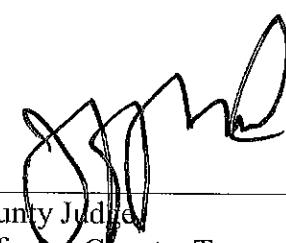
Approved and Accepted:

  
Criminal District Court Judge,  
[appointing authority]

7/30/2020  
Date

  
252<sup>nd</sup> District Court Judge  
[appointing authority]

7/30/2020  
Date

  
County Judge  
Jefferson County, Texas  
[contracting authority]

8/4/2020  
Date

**PUBLIC DEFENDER CONTRACT**  
**CRIMINAL DISTRICT COURTS FOR**  
**JEFFERSON COUNTY, TEXAS**

**CONTRACT AGREEMENT**

This contract is agreed upon and entered into by the following parties: the Criminal District Court of Jefferson County, Texas ("Court") [appointing authority], David Grove, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

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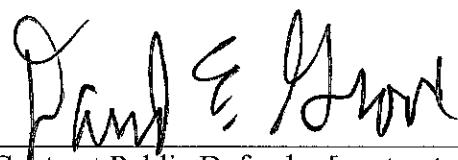
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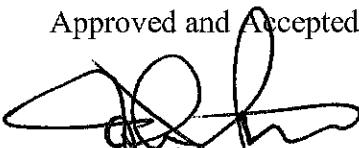
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\_\_\_\_\_  
Contract Public Defender [contractor]  
06548500  
\_\_\_\_\_  
SBOT Number  
6/15/2020  
\_\_\_\_\_  
Date

Approved and Accepted:

  
\_\_\_\_\_  
Criminal District Court Judge,  
[appointing authority]

7/30/2020  
Date

  
\_\_\_\_\_  
County Judge,  
Jefferson County, Texas  
[contracting authority]  
8/4/2020  
Date

  
\_\_\_\_\_  
252<sup>nd</sup> District Court Judge  
[appointing authority]  
7/30/2020  
Date

**PUBLIC DEFENDER CONTRACT**  
**CRIMINAL DISTRICT COURTS FOR**  
**JEFFERSON COUNTY, TEXAS**

**CONTRACT AGREEMENT**

This contract is agreed upon and entered into by the following parties: the Criminal District Court of Jefferson County, Texas ("Court") [appointing authority], Don Duesler, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

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**Independent Contractor:** Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

**Standards of Representation:**

- (a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.
- (b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.
- (c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.
- (d) Attorney must submit a monthly invoice to be approved by the Court for payment.
- (e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.
- (f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.
- (g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

- (h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.
- (i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.
- (j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.
- (k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.
- (l) The Attorney shall make every reasonable effort to:
  1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and
  2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

**Conflict:** In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

**Administration:** The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

**Forum Selection With Regard to Disputes Between the Parties:** Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

**Additional Terms and Conditions:**

- (a) The cases handled under this contract shall all be non-capital.
- (b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

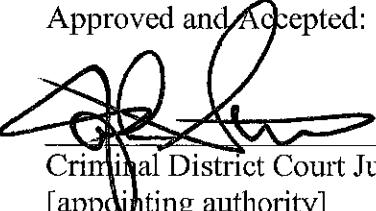


Contract Public Defender [contractor]

06166400  
SBOT Number

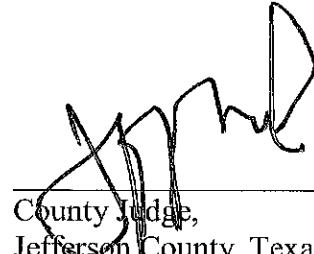
6-11-20  
Date

Approved and Accepted:



Criminal District Court Judge,  
[appointing authority]

7/30/2020  
Date



County Judge,  
Jefferson County, Texas  
[contracting authority]

8/4/2020  
Date



252<sup>nd</sup> District Court Judge  
[appointing authority]

7/30/2020  
Date

**PUBLIC DEFENDER CONTRACT**  
**CRIMINAL DISTRICT COURTS FOR**  
**JEFFERSON COUNTY, TEXAS**

**CONTRACT AGREEMENT**

This contract is agreed upon and entered into by the following parties: the Criminal District Court of Jefferson County, Texas ("Court") [appointing authority], Kevin Sekaly Cribbs, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

**Scope of Contract:** Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

**Compensation:** Attorney agrees to accept \$8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

**Additional Compensation:** Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

**Term of Contract:** This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

**Contract Termination:** This contract may be terminated at-will by either Attorney or by the Court.

**Independent Contractor:** Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

**Standards of Representation:**

- (a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.
- (b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.
- (c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.
- (d) Attorney must submit a monthly invoice to be approved by the Court for payment.
- (e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.
- (f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.
- (g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

- (h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.
- (i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.
- (j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.
- (k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.
- (l) The Attorney shall make every reasonable effort to:
  - 1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and
  - 2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

**Conflict:** In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

**Administration:** The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

**Forum Selection With Regard to Disputes Between the Parties:** Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

**Additional Terms and Conditions:**

- (a) The cases handled under this contract shall all be non-capital.
- (b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

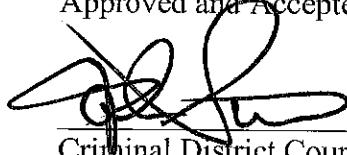


Contract Public Defender [contractor]

00792826  
SBOT Number

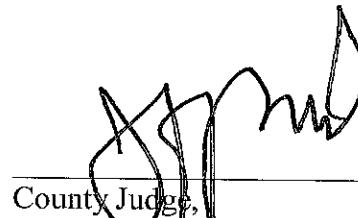
6-11-2020  
Date

Approved and Accepted:



Criminal District Court Judge,  
[appointing authority]

7/30/2020  
Date



County Judge,  
Jefferson County, Texas  
[contracting authority]

8/4/2020  
Date

  
252<sup>nd</sup> District Court Judge  
[appointing authority]

7/30/2020  
Date

**PUBLIC DEFENDER CONTRACT**  
**CRIMINAL DISTRICT COURTS FOR**  
**JEFFERSON COUNTY, TEXAS**

**CONTRACT AGREEMENT**

This contract is agreed upon and entered into by the following parties: the Criminal District Court and/or 252<sup>nd</sup> District Court of Jefferson County, Texas ("Court") [appointing authority], Marsha Normand, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

**Scope of Contract:** Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

**Compensation:** Attorney agrees to accept \$8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

**Additional Compensation:** Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

**Term of Contract:** This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

**Contract Termination:** This contract may be terminated at-will by either Attorney or by the Court.

**Independent Contractor:** Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

**Standards of Representation:**

- (a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.
- (b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.
- (c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.
- (d) Attorney must submit a monthly invoice to be approved by the Court for payment.
- (e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.
- (f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.
- (g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

- (h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.
- (i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.
- (j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.
- (k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

- (l) The Attorney shall make every reasonable effort to:
  1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and
  2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

**Conflict:** In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

**Administration:** The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

**Forum Selection With Regard to Disputes Between the Parties:** Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

**Additional Terms and Conditions:**

- (a) The cases handled under this contract shall all be non-capital.
- (b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

Mashe Norman  
Contract Public Defender [contractor]

15087980

SBOT Number

6-11-2020

Date

Approved and Accepted:

Criminal District Court Judge,  
[appointing authority]

7/30/2020

Date

County Judge  
Jefferson County, Texas  
[contracting authority]

8/4/2020

Date

R.A.  
252<sup>nd</sup> District Court Judge  
[appointing authority]

7/30/2020  
Date

**PUBLIC DEFENDER CONTRACT**  
**CRIMINAL DISTRICT COURTS FOR**  
**JEFFERSON COUNTY, TEXAS**

**CONTRACT AGREEMENT**

This contract is agreed upon and entered into by the following parties: the 252<sup>nd</sup> District Court of Jefferson County, Texas ("Court") [appointing authority], Allen Parker, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

**Scope of Contract:** Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

**Compensation:** Attorney agrees to accept \$8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

**Additional Compensation:** Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

**Term of Contract:** This contract is in full force and effect on a month-to-month basis unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

**Contract Termination:** This contract may be terminated at-will by either Attorney or by the Court.

**Independent Contractor:** Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

**Standards of Representation:**

- (a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.
- (b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.
- (c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.
- (d) Attorney must submit a monthly invoice to be approved by the Court for payment.
- (e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.
- (f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.
- (g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

- (h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.
- (i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.
- (j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.
- (k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.

- (l) The Attorney shall make every reasonable effort to:
  1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and
  2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

**Conflict:** In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

**Administration:** The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

**Forum Selection With Regard to Disputes Between the Parties:** Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

**Additional Terms and Conditions:**

- (a) The cases handled under this contract shall all be non-capital.
- (b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

All Per

Contract Public Defender [contractor]

00794422

SBOT Number

6-17-20

Date

Approved and Accepted:



Criminal District Court Judge,  
[appointing authority]

7/30/2020

Date



County Judge  
Jefferson County, Texas  
[contracting authority]

8/4/2020

Date



252<sup>nd</sup> District Court Judge  
[appointing authority]

7/30/2020

Date

**PUBLIC DEFENDER CONTRACT**  
**CRIMINAL DISTRICT COURTS FOR**  
**JEFFERSON COUNTY, TEXAS**

**CONTRACT AGREEMENT**

This contract is agreed upon and entered into by the following parties: the 252<sup>nd</sup> District Court of Jefferson County, Texas (“Court”) [appointing authority], Brittanie A. Holmes, (“Attorney”) [contractor], and Jefferson County, Texas (“County”) [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan (“Plan”), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

**Scope of Contract:** Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

**Compensation:** Attorney agrees to accept \$8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

**Additional Compensation:** Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

**Term of Contract:** This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

**Contract Termination:** This contract may be terminated at-will by either Attorney or by the Court.

**Independent Contractor:** Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

**Standards of Representation:**

- (a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.
- (b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.
- (c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.
- (d) Attorney must submit a monthly invoice to be approved by the Court for payment.
- (e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.
- (f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.
- (g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

- (h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.
- (i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.
- (j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.
- (k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.
- (l) The Attorney shall make every reasonable effort to:
  1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and
  2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

**Conflict:** In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

**Administration:** The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

**Forum Selection With Regard to Disputes Between the Parties:** Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

**Additional Terms and Conditions:**

- (a) The cases handled under this contract shall all be non-capital.
- (b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

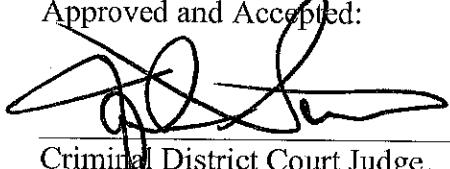


Contract Public Defender [contractor]

24064020  
SBOT Number

6/17/20  
Date

Approved and Accepted:



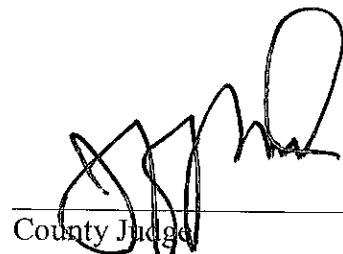
Criminal District Court Judge,  
[appointing authority]

7/30/2020  
Date



252<sup>nd</sup> District Court Judge  
[appointing authority]

7/30/2020  
Date



County Judge  
Jefferson County, Texas  
[contracting authority]

7/4/2020  
Date

**PUBLIC DEFENDER CONTRACT**  
**CRIMINAL DISTRICT COURTS FOR**  
**JEFFERSON COUNTY, TEXAS**

**CONTRACT AGREEMENT**

This contract is agreed upon and entered into by the following parties: the Criminal District Court and/or 252<sup>nd</sup> District Court of Jefferson County, Texas ("Court") [appointing authority], Kevin Laine, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

**Scope of Contract:** Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

**Compensation:** Attorney agrees to accept \$4875.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

**Additional Compensation:** Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

**Term of Contract:** This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

**Contract Termination:** This contract may be terminated at-will by either Attorney or by the Court.

**Independent Contractor:** Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

**Standards of Representation:**

- (a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.
- (b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.
- (c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.
- (d) Attorney must submit a monthly invoice to be approved by the Court for payment.
- (e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.
- (f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.
- (g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

- (h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.
- (i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.
- (j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.
- (k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.
- (l) The Attorney shall make every reasonable effort to:
  - 1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and
  - 2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

**Conflict:** In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

**Administration:** The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

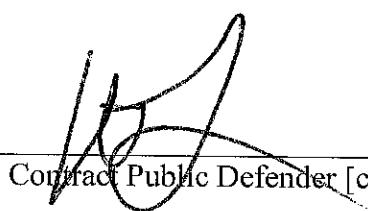
**Forum Selection With Regard to Disputes Between the Parties:** Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

**Additional Terms and Conditions:**

- (a) The cases handled under this contract shall all be non-capital.
- (b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

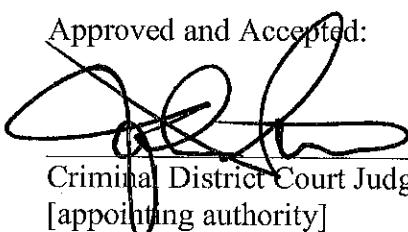
(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

  
Contract Public Defender [contractor]

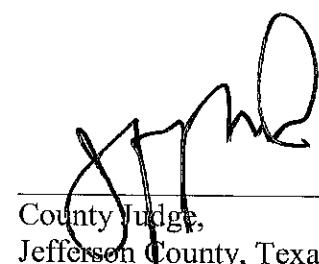
00799313  
SBOT Number

6/11/20  
Date

Approved and Accepted:

  
Criminal District Court Judge,  
[appointing authority]

7/30/2020  
Date

  
County Judge,  
Jefferson County, Texas  
[contracting authority]

8/4/2020  
Date

  
252<sup>nd</sup> District Court Judge  
[appointing authority]

7/30/2020  
Date

**PUBLIC DEFENDER CONTRACT**  
**CRIMINAL DISTRICT COURTS FOR**  
**JEFFERSON COUNTY, TEXAS**

**CONTRACT AGREEMENT**

This contract is agreed upon and entered into by the following parties: the Criminal District Court and/or 252<sup>nd</sup> District Court of Jefferson County, Texas ("Court") [appointing authority], Mike VanZandt, ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court.

In compliance with the Jefferson County Criminal District Courts Indigent Representation Plan ("Plan"), which is incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Court and to comply with all applicable Plan provisions.

Attorney certifies that he meets all the qualifications required to serve as a Contract Public Defender pursuant to the Plan.

**Scope of Contract:** Attorney agrees to represent indigent criminal defendants in all cases assigned to Attorney in the Court with regard to all pre-trial and trial matters which have not been otherwise assigned to other indigent defendant trial counsel.

**Compensation:** Attorney agrees to accept \$8750.00 per month to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3000.00 annually to pay for required and reasonable Continuing Legal Education requirements, registrations, and travel expenses related thereto.

**Additional Compensation:** Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigators, and mental health and other experts pursuant to Article 26.05, Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible. This also applies to cases the attorney may handle which may proceed to trial where the attorney is not released from representation of Defendant.

**Term of Contract:** This contract is in full force and effect on a **month-to-month basis** unless terminated by Attorney or by the Court. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned.

**Contract Termination:** This contract may be terminated at-will by either Attorney or by the Court.

**Independent Contractor:** Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his professional legal judgment and shall freely and independently exercise same in the best interests of his client, and Attorney shall not be subject to the control of or supervision by the Court, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County and not the Court. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.

**Standards of Representation:**

- (a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure. Attorneys are expected to handle Motions to Revoke Probation cases through final disposition.
- (b) Attorney shall ensure continuity of representation of each indigent criminal defendant unless relieved or replaced in accordance with Article 26.04(j)(2), Texas Code Criminal Procedure.
- (c) Attorney shall not re-assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract unless first obtaining the approval of the Court. Any substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal District Courts.
- (d) Attorney must submit a monthly invoice to be approved by the Court for payment.
- (e) Attorney must maintain at least the minimum qualifications and requirements listed in the Plan.
- (f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.
- (g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile and telephone communications 24 hours a day, 7 days a week.

- (h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.
- (i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.
- (j) Attorney must make all appearances as set in the assigned court a priority over other cases, unless the Court knows and agrees to approve resets prior to the Court date, and in accordance with Texas Government Code, Section 23.101, relating to preference to hearings and trials.
- (k) The contract Attorney shall provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable laws and the Texas Disciplinary Rules of Professional Conduct.
- (l) The Attorney shall make every reasonable effort to:
  1. Contact the defendant by the end of the first working day after the date on which the attorney is appointed; and
  2. Interview the defendant as soon as practicable after the attorney is appointed, but not later than five working days after appointment.

**Conflict:** In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall immediately present such evidence to the Court and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

**Administration:** The Court will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract.

**Forum Selection With Regard to Disputes Between the Parties:** Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

**Additional Terms and Conditions:**

- (a) The cases handled under this contract shall all be non-capital.
- (b) A determination that Attorney has provided false information in the materials submitted to the Court in response to, or as required under, the terms of the Plan will be grounds for immediate cancellation of this contract by the Court.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for immediate cancellation of this contract by the Court.

(d) Attorney must, as soon as possible, inform the appointing authority if he/she is unable for any reason to fulfill these requirements for Indigent Representation timely, and/or in accordance with applicable laws and rules for Indigent Representation as promulgated by the State of Texas.

Philly M Van Sandt  
Contract Public Defender [contractor]

20464200  
SBOT Number

6/12/2020  
Date

Approved and Accepted:

J. Stevens  
Criminal District Court Judge,  
[appointing authority]

6/15/2020  
Date

J. J. M.  
County Judge,  
Jefferson County, Texas  
[contracting authority]  
8/4/2020  
Date

R. W. T.  
252<sup>nd</sup> District Court Judge  
[appointing authority]  
6/15/2020  
Date

NAME

AMOUNT CHECK NO. TOTAL

JURY FUND

TRI-CITY COFFEE SERVICE

611.05 474159 611.05\*\*

ROAD &amp; BRIDGE PCT.#1

ABLE FASTENER, INC.  
 SPIDLE & SPIDLE  
 GULF COAST SCREW & SUPPLY  
 M&D SUPPLY  
 MUNRO'S  
 SMART'S TRUCK & TRAILER, INC.  
 MOTOROLA SOLUTIONS INC  
 DE LAGE LANDEN PUBLIC FINANCE  
 PETROLEUM MATERIALS LLC  
 FUNCTION 4 LLC

52.40 474086  
 3,053.43 474088  
 91.34 474112  
 152.96 474127  
 30.35 474132  
 87.02 474144  
 40,859.30 474170  
 70.00 474236  
 87.27 474256  
 19.41 474267

44,503.48\*\*

ROAD &amp; BRIDGE PCT.#2

ENTERGY  
 DE LAGE LANDEN PUBLIC FINANCE  
 FUNCTION 4 LLC  
 GULF COAST

13.77 474113  
 90.00 474236  
 24.96 474267  
 33.02 474287

161.75\*\*

ROAD &amp; BRIDGE PCT. # 3

A&A EQUIPMENT  
 SPIDLE & SPIDLE  
 BEAUMONT TRACTOR COMPANY  
 FARM & HOME SUPPLY  
 GULF COAST AUTOMOTIVE, INC.  
 ENTERGY  
 MUNRO'S  
 OFFICE DEPOT  
 S.E. TEXAS BUILDING SERVICE  
 TAC - TEXAS ASSN. OF COUNTIES  
 VULCAN MATERIALS CO.  
 LOWE'S HOME CENTERS, INC.  
 SUNBELT RENTALS  
 PETROLEUM SOLUTIONS, INC.  
 WINDSTREAM  
 DE LAGE LANDEN PUBLIC FINANCE  
 NORTHERN TOOL AND EQUIPMENT  
 PRO CHEM INC  
 1800RADIATOR & AC  
 FUNCTION 4 LLC  
 GULF COAST  
 C & I OIL OF BEAUMONT LP  
 BRU-CO ALUMINUM INC

252.10 474084  
 3,131.68 474088  
 114.45 474094  
 23.19 474107  
 5.79 474111  
 456.76 474113  
 62.70 474132  
 120.37 474135  
 43.33 474145  
 100.00 474150  
 370.61 474161  
 1,966.21 474196  
 180.75 474201  
 1,278.88 474207  
 4.99 474216  
 140.00 474236  
 420.90 474239  
 73.51 474246  
 333.00 474258  
 38.82 474267  
 2,638.44 474287  
 2,086.14 474289  
 20,000.00 474292

33,842.62\*\*

ROAD &amp; BRIDGE PCT.#4

SPIDLE & SPIDLE  
 RB EVERETT & COMPANY, INC.  
 M&D SUPPLY  
 MUNRO'S  
 OIL CITY TRACTORS, INC.  
 SANITARY SUPPLY, INC.  
 SMART'S TRUCK & TRAILER, INC.  
 W. JEFFERSON COUNTY M.W.D.  
 CDW COMPUTER CENTERS, INC.  
 UNITED STATES POSTAL SERVICE  
 MODICA BROS. TIRES & WHEELS  
 FIRETROL PROTECTION SYSTEMS, INC.  
 DE LAGE LANDEN PUBLIC FINANCE  
 FUNCTION 4 LLC  
 O'REILLY AUTO PARTS  
 WC TRACTOR - BEAUMONT

2,955.40 474088  
 768.99 474106  
 34.52 474127  
 146.99 474132  
 376.54 474136  
 35.13 474141  
 10.08 474144  
 92.80 474163  
 406.38 474172  
 3.45 474185  
 736.32 474191  
 285.00 474225  
 229.79 474236  
 63.73 474267  
 17.96 474276  
 391.44 474280

6,554.52\*\*

ENGINEERING FUND

DE LAGE LANDEN PUBLIC FINANCE  
 FUNCTION 4 LLC460.94 474236  
 246.14 474267

707.08\*\*

PARKS &amp; RECREATION

NAME	AMOUNT	CHECK NO.	TOTAL
AUDILET TRACTOR SALES	361.15	474093	
CITY OF PORT ARTHUR - WATER DEPT.	79.62	474100	
ENTERGY	8.83	474113	
AT&T	30.14	474147	
VULCAN MATERIALS CO.	3,999.79	474161	
W. JEFFERSON COUNTY M.W.D.	27.67	474163	
LOWE'S HOME CENTERS, INC.	387.54	474196	
GULF COAST	1,972.33	474287	
GENERAL FUND			6,867.07**
JEFFERSON CTY - CONSTABLE PCT 8	30,862.40	474199	
VECTOR SECURITY	116.55	474269	
TAX OFFICE			30,978.95*
OFFICE DEPOT	533.19	474135	
SOUTHEAST TEXAS WATER	405.75	474146	
AT&T	114.57	474147	
UNITED STATES POSTAL SERVICE	687.58	474185	
UNITED STATES POSTAL SERVICE	73.30	474186	
ROCHESTER ARMORED CAR CO INC	378.40	474232	
DE LAGE LANDEN PUBLIC FINANCE	370.00	474236	
FUNCTION 4 LLC	102.60	474267	
COUNTY HUMAN RESOURCES			2,665.39*
UNITED STATES POSTAL SERVICE	.42	474185	
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236	
FUNCTION 4 LLC	19.41	474267	
AUDITOR'S OFFICE			89.83*
OFFICE DEPOT	214.56	474135	
SOUTHEAST TEXAS WATER	29.95	474146	
UNITED STATES POSTAL SERVICE	2.22	474185	
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236	
FUNCTION 4 LLC	19.41	474267	
COUNTY CLERK			336.14*
OFFICE DEPOT	73.89	474135	
UNITED STATES POSTAL SERVICE	255.29	474185	
UNITED STATES POSTAL SERVICE	64.70	474186	
DE LAGE LANDEN PUBLIC FINANCE	600.00	474236	
FUNCTION 4 LLC	66.25	474267	
COUNTY JUDGE			1,060.13*
LAIRON DOWDEN, JR.	500.00	474104	
OFFICE DEPOT	134.75	474135	
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236	
WILLIAM FORD DISHMAN	500.00	474252	
JAN GIROUARD & ASSOCIATES LLC	600.00	474263	
FUNCTION 4 LLC	19.41	474267	
RISK MANAGEMENT			1,824.16*
OFFICE DEPOT	7.55	474135	
UNITED STATES POSTAL SERVICE	8.26	474185	
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236	
FUNCTION 4 LLC	19.41	474267	
COUNTY TREASURER			105.22*
TAC - TEXAS ASSN. OF COUNTIES	300.00	474151	
UNITED STATES POSTAL SERVICE	3.36	474185	
DE LAGE LANDEN PUBLIC FINANCE	331.89	474236	
FUNCTION 4 LLC	92.04	474267	
PRINTING DEPARTMENT			727.29*

NAME	AMOUNT	CHECK NO.	TOTAL
PARKER BUSINESS FORMS DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	1,608.89 1,200.00 383.00	474227 474236 474267	3,191.89*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	1.20 70.00 19.41	474185 474236 474267	90.61*
GENERAL SERVICES			
BOSWORTH PAPER CASH ADVANCE ACCOUNT TIME WARNER COMMUNICATIONS TEXAS WILDLIFE DAMAGE MGMT FUND TRI-CITY COFFEE SERVICE INTERFACE EAP ADVANCED STAFFING MOTOROLA SOLUTIONS INC VERIZON WIRELESS DE LAGE LANDEN PUBLIC FINANCE SPOK INC FUNCTION 4 LLC	2,100.00 25.00 633.03 2,700.00 103.50 1,352.70 97.50 7,757.00 303.94 452.82 3.00 225.74	474097 474122 474153 474158 474159 474167 474169 474170 474183 474236 474257 474267	15,754.23*
DATA PROCESSING			
DELL MARKETING L.P. OFFICE DEPOT PRO DATA COMPUTER SERVICES, INC. CDW COMPUTER CENTERS, INC. DE LAGE LANDEN PUBLIC FINANCE SPOK INC FUNCTION 4 LLC	41,937.92 179.15 680.00 697.38 70.00 12.15 19.41	474103 474135 474171 474172 474236 474257 474267	43,596.01*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	124.62 70.00 19.41	474185 474236 474267	214.03*
ELECTIONS DEPARTMENT			
HART INTER CIVIC CUMULUS BROADCASTING, INC. UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	701.85 6,000.00 177.50 98.14 271.65 75.34	474115 474175 474185 474189 474236 474267	7,324.48*
DISTRICT ATTORNEY			
JEFFERSON CTY. DISTRICT ATTORNEY UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	14,270.00 152.86 480.00 133.11	474119 474185 474236 474267	15,035.97*
DISTRICT CLERK			
SOUTHERN COMPUTER WAREHOUSE OFFICE DEPOT CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	432.00 125.56 954.02 228.16 70.00 19.41	474091 474135 474172 474185 474236 474267	1,829.15*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	14.10 441.64 122.48	474185 474236 474267	578.22*
58TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. BAR ASSOCIATION	125.00	474120	
UNITED STATES POSTAL SERVICE	32.20	474185	
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236	
FUNCTION 4 LLC	19.41	474267	
			246.61*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	32.00	474185	
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236	
FUNCTION 4 LLC	19.41	474267	
			121.41*
136TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236	
FUNCTION 4 LLC	19.41	474267	
			89.41*
172ND DISTRICT COURT			
LEXIS-NEXIS	80.00	474187	
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236	
FUNCTION 4 LLC	19.41	474267	
			169.41*
252ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	99.28	474185	
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236	
FUNCTION 4 LLC	19.41	474267	
			188.69*
279TH DISTRICT COURT			
ANITA F. PROVO	150.00	474139	
LEXIS-NEXIS	80.00	474187	
GLEN M. CROCKER	700.00	474194	
KIMBERLY PHELAN, P.C.	600.00	474212	
TONYA CONNELL TÓUPS	100.00	474222	
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236	
REALTIME REPORTING SERVICES INC.	70.00	474237	
ALICIA K HALL	300.00	474243	
FUNCTION 4 LLC	19.41	474267	
			2,089.41*
317TH DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236	
PATRICIA VELASCO	2,465.42	474261	
FUNCTION 4 LLC	19.41	474267	
			2,554.83*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	16.92	474185	
DE LAGE LANDEN PUBLIC FINANCE	90.00	474236	
FUNCTION 4 LLC	24.96	474267	
			131.88*
JUSTICE COURT-PCT 1 PL 2			
OFFICE DEPOT	2.98	474135	
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236	
FUNCTION 4 LLC	19.41	474267	
			92.39*
JUSTICE COURT-PCT 4			
DE LAGE LANDEN PUBLIC FINANCE	90.00	474236	
FUNCTION 4 LLC	24.96	474267	
			114.96*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	19.21	474185	
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236	
FUNCTION 4 LLC	19.41	474267	
			108.62*
JUSTICE COURT-PCT 7			
OFFICE DEPOT	152.32	474135	
JUSTICE OF PEACE PCT. 8			152.32*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	275.40 70.00 19.41	474186 474236 474267	364.81*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	.42 99.01 245.92 68.20	474185 474190 474236 474267	413.55*
COUNTY COURT AT LAW NO. 2			
JACK LAWRENCE JUDGE MASON MARTIN UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	250.00 714.64 8.80 70.00 19.41	474089 474166 474185 474236 474267	1,062.85*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	8.38 70.00 19.41	474185 474236 474267	97.79*
COURT MASTER			
RICHARD D. HUGHES UNITED STATES POSTAL SERVICE DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	2,450.00 3.50 70.00 19.41	474116 474185 474236 474267	2,542.91*
MEDIATION CENTER			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00 19.41	474236 474267	89.41*
COMMUNITY SUPERVISION			
M&D SUPPLY DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	269.04 280.00 77.64	474127 474236 474267	626.68*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY FED EX MEDLINE INDUSTRIES, INC. OFFICE DEPOT AT&T CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE BEAUMONT OCCUPATIONAL SERVICE, INC. FIVE STAR FEED ATTABOY TERMITE & PEST CONTROL DE LAGE LANDEN PUBLIC FINANCE INDUSTRIAL & COMMERCIAL MECHANICAL MATERA PAPER COMPANY INC FUNCTION 4 LLC FANNETT VETERINARY CLINIC	32.00 131.58 337.78 1,947.94 71.23 43.92 447.75 34.95 138.55 55.02 800.00 294.17 105.28 221.84 457.50	474105 474108 474130 474135 474147 474172 474185 474195 474203 474226 474236 474244 474249 474267 474274	5,119.51*
CRIME LABORATORY			
SIGMA-ALDRICH, INC. AGILENT TECHNOLOGIES FED EX FISHER SCIENTIFIC OFFICE DEPOT SANITARY SUPPLY, INC. VERIZON WIRELESS CAYMAN CHEMICAL COMPANY LIPOMED DE LAGE LANDEN PUBLIC FINANCE	167.43 2,420.89 76.99 121.45 491.31 103.46 75.98 101.00 39.20 90.00	474085 474090 474108 474110 474135 474141 474183 474228 474231 474236	

NAME	AMOUNT	CHECK NO.	TOTAL
EPPENDORF NORTH AMERICA INC	441.44	474245	
FUNCTION 4 LLC	24.96	474267	
STERICYCLE, INC	35.00	474275	
JAIL - NO. 2			4,189.11*
AIRWEIGHT, INC.	700.00	474087	
DELL MARKETING L.P.	3,589.84	474103	
ENTERGY	31,946.31	474113	
JACK BROOKS REGIONAL AIRPORT	244.80	474121	
M&D SUPPLY	26.74	474127	
OFFICE DEPOT	2,749.21	474135	
SANITARY SUPPLY, INC.	431.25	474141	
SETZER HARDWARE, INC.	60.16	474142	
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	474236	
INDUSTRIAL & COMMERCIAL MECHANICAL	183.75	474244	
MATERA PAPER COMPANY INC	789.60	474249	
FUNCTION 4 LLC	354.97	474267	
TRINITY SERVICES GROUP INC	18,662.43	474286	
JUVENILE PROBATION DEPT.			61,019.06*
FED EX	200.22	474109	
OFFICE DEPOT	161.96	474135	
CHERYL TARVER	80.50	474165	
UNITED STATES POSTAL SERVICE	3.01	474185	
LYNN BIERHALTER	115.00	474214	
SHARON STREETMAN	57.50	474215	
DE LAGE LANDEN PUBLIC FINANCE	140.00	474236	
TANISHA GRIFFIN	194.35	474259	
ROXANA MITCHELL	144.90	474260	
FUNCTION 4 LLC	38.82	474267	
TRISH DAVIS	46.00	474279	
JUVENILE DETENTION HOME			1,182.26*
ENTERGY	5,730.25	474113	
AT&T	707.60	474147	
FLOWERS FOODS	59.71	474204	
BEN E KEITH FOODS	148.60	474205	
VANSCHECA SANDERS-CHEVIS	900.00	474217	
DE LAGE LANDEN PUBLIC FINANCE	229.79	474236	
FUNCTION 4 LLC	63.73	474267	
STERICYCLE, INC	35.00	474275	
CONSTABLE PCT 1			7,874.68*
UNITED STATES POSTAL SERVICE	10.22	474185	
DE LAGE LANDEN PUBLIC FINANCE	323.13	474236	
FUNCTION 4 LLC	89.62	474267	
CONSTABLE-PCT 4			422.97*
KIRKSEY'S SPRINT PRINTING	24.95	474125	
SANITARY SUPPLY, INC.	40.62	474141	
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236	
FUNCTION 4 LLC	19.41	474267	
CONSTABLE-PCT 6			154.98*
BINSWANGER GLASS CO.	315.00	474095	
OFFICE DEPOT	48.19	474135	
MOTOROLA SOLUTIONS INC	23,320.74	474170	
UNITED STATES POSTAL SERVICE	1.68	474185	
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236	
FUNCTION 4 LLC	19.41	474267	
CONSTABLE PCT. 7			23,775.02*
TND WORKWEAR CO LLC	85.00	474268	
CONSTABLE PCT. 8			85.00*

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	322.93 89.56	474236 474267	412.49*
COUNTY MORGUE			
PROCTOR'S MORTUARY INC	11,250.00	474229	11,250.00*
AGRICULTURE EXTENSION SVC			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	200.00	474236	
TYLER FITZGERALD	55.47	474267	
CORENA N FITZGERALD	588.23	474278	
	107.35	474283	951.05*
HEALTH AND WELFARE NO. 1			
CALVARY MORTUARY	1,500.00	474098	
PETTY CASH - N C WELFARE	80.50	474137	
AUSTIN CECIL WALKES MD PA	2,932.58	474162	
UNITED STATES POSTAL SERVICE	53.83	474185	
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	372.43	474236	
STERICYCLE, INC	103.29	474267	
CARAHSOFT TECHNOLOGY CORPORATION	35.00	474275	
	10.00	474291	5,087.63*
HEALTH AND WELFARE NO. 2			
TIME WARNER COMMUNICATIONS	146.72	474155	
AUSTIN CECIL WALKES MD PA	2,932.58	474162	
MCKESSON MEDICAL-SURGICAL INC	164.24	474173	
UNITED STATES POSTAL SERVICE	402.90	474186	
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	140.00	474236	
	38.82	474267	3,825.26*
NURSE PRACTITIONER			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00	474236	
STERICYCLE, INC	19.41	474267	
	35.00	474275	124.41*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	85.10	474135	
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	323.13	474236	
	89.62	474267	497.85*
INDIGENT MEDICAL SERVICES			
KING'S PHARMACY BEAUMONT	2,105.27	474241	
CARDINAL HEALTH 110 INC	34,305.88	474251	
O&M PHARMACY	54.20	474282	
			36,465.35*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	852.47	474099	
JOHNSON SUPPLY	71.86	474123	
M&D SUPPLY	218.92	474127	
SANITARY SUPPLY, INC.	686.20	474141	
ACE IMAGEWEAR	218.65	474143	
AT&T	1,082.53	474147	
TIME WARNER COMMUNICATIONS	76.49	474157	
WORTH HYDROCHEM	265.00	474164	
CENTERPOINT ENERGY RESOURCES CORP	81.14	474209	
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236	
A1 FILTER SERVICE COMPANY	732.70	474240	
EMERGENCY POWER SERVICE	478.50	474242	
AT&T	16,062.50	474262	
FUNCTION 4 LLC	19.41	474267	
ADVANTAGE INTERESTS INC	2,909.00	474272	
			23,825.37*
MAINTENANCE-PORT ARTHUR			
SOLAR	64.61	474193	

NAME

AMOUNT

CHECK NO.

TOTAL

TEXAS GAS SERVICE	320.63	474200
PARKER LUMBER	340.82	474230
DE LAGE LANDEN PUBLIC FINANCE	140.00	474236
NORTHERN TOOL AND EQUIPMENT	15.98	474239
FUNCTION 4 LLC	38.82	474267
ALL TERRAIN EQUIPMENT CO	110.35	474270
CHRISTIAN DEPOT	65.00	474298

1,096.21\*

MAINTENANCE-MID COUNTY

CITY OF NEDERLAND	75.82	474101
ACE IMAGEWEAR	35.77	474143
AT&T	732.02	474147
W. JEFFERSON COUNTY M.W.D.	50.22	474163
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236
FUNCTION 4 LLC	19.41	474267
FASTSIGNS -NEDERLAND/PORT ARTHUR	540.00	474288

1,523.24\*

SERVICE CENTER

SPIDLE & SPIDLE	3,770.07	474088
KINSEL FORD, INC.	1,992.08	474124
THE MUFFLER SHOP	112.00	474131
MUNRO'S	196.67	474132
PHILPOTT MOTORS, INC.	88.22	474138
S.E. TEXAS AUTO EQUIPMENT	260.00	474168
JEFFERSON CTY. TAX OFFICE	228.25	474176
JEFFERSON CTY. TAX OFFICE	7.50	474177
JEFFERSON CTY. TAX OFFICE	7.50	474178
JEFFERSON CTY. TAX OFFICE	7.50	474179
JEFFERSON CTY. TAX OFFICE	7.50	474180
JEFFERSON CTY. TAX OFFICE	7.50	474181
JEFFERSON CTY. TAX OFFICE	7.50	474182
VOYAGER FLEET SYSTEM, INC.	12,077.17	474202
BUMPER TO BUMPER	563.11	474208
ROBERT'S TEXACO XPRESS LUBE	114.90	474223
AMERICAN TIRE DISTRIBUTORS	362.08	474224
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236
MYGHTY OF SOUTHEAST TEXAS	129.99	474238
FUNCTION 4 LLC	19.41	474267

20,028.95\*

VETERANS SERVICE

UNITED STATES POSTAL SERVICE	2.00	474185
UNITED STATES POSTAL SERVICE	14.10	474186
DE LAGE LANDEN PUBLIC FINANCE	240.00	474236
FUNCTION 4 LLC	66.56	474267

322.66\*  
345,892.70\*\*

MOSQUITO CONTROL FUND

CITY OF NEDERLAND	56.54	474101
JACK BROOKS REGIONAL AIRPORT	557.99	474121
PHILPOTT MOTORS, INC.	11.66	474138
SANITARY SUPPLY, INC.	101.40	474141
AT&T	34.19	474147
TIME WARNER COMMUNICATIONS	102.90	474154
UNITED PARCEL SERVICE	14.08	474160
DE LAGE LANDEN PUBLIC FINANCE	70.00	474236
PRO CHEM INC	131.60	474246
AERO PERFORMANCE	1,001.39	474255
FUNCTION 4 LLC	19.41	474267
CY-FAIR TIRE	24.50	474284

2,125.66\*\*

FEMA EMERGENCY

ALLIED UNIVERSAL SECURITY SERVICES	16,244.24	474290
JORDYN ROBERTS	375.00	474293
TAMMY LYN SAIN	217.50	474295

16,836.74\*\*

BREATH ALCOHOL TESTING

ALCOHOL TESTING ALLIANCE	170.00	474198
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170.00\*\*

FAMILY GROUP CONFERENCING

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	70.00 19.41	474236 474267	89.41**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,131.50	474297	1,131.50**
LAW LIBRARY FUND			
LEXIS-NEXIS LEXISNEXIS MATTHEW BENDER DE LAGE LANDEN PUBLIC FINANCE THOMSON REUTERS-WEST FUNCTION 4 LLC	802.00 1,232.69 70.00 1,964.76 19.41	474188 474197 474236 474250 474267	4,088.86**
EMPG GRANT			
TIME WARNER COMMUNICATIONS FUNCTION 4 LLC	112.57 389.90	474156 474267	502.47**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE	128.96 411.50	474185 474186	540.46**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT. ISI COMMERCIAL REFRIGERATION M&D SUPPLY MARKET BASKET KIM MCKINNEY, LPC, LMFT OFFICE DEPOT SYSCO FOOD SERVICES, INC. BEN E KEITH FOODS CENTERPOINT ENERGY RESOURCES CORP ATTABOY TERMITE & PEST CONTROL DE LAGE LANDEN PUBLIC FINANCE SAM'S CLUB DIRECT MATERA PAPER COMPANY INC SPOK INC FUNCTION 4 LLC STERICYCLE, INC	674.39 336.00 250.32 8.98 75.00 282.97 441.30 1,131.95 164.76 45.00 140.00 125.76 275.29 16.50 38.82 35.00	474099 474117 474127 474128 474129 474135 474149 474206 474209 474226 474236 474247 474249 474257 474267 474275	4,042.04**
COMMUNITY CORRECTIONS PRG			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	90.00 24.96	474236 474267	114.96**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE FUNCTION 4 LLC	80.00 22.19	474236 474267	102.19**
JAG GRANTS			
CDW COMPUTER CENTERS, INC.	15,165.00	474172	15,165.00**
LAW OFFICER TRAINING GRT			
ENTERGY ENTERGY	231.82 16.14	474113 474114	247.96**
COVID 19 GRANTS			
BINSWANGER GLASS CO.	33,470.24	474096	33,470.24**
COUNTY CLK RECORDS ARCHIV			
MANATRON	27,691.85	474220	27,691.85**
DRUG INTERVENTION COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
INTOXIMETERS, INC.	932.50	474118	
REDWOOD TOXICOLOGY LABORATORY	1,642.50	474218	
FMS PRODUCTIONS	273.00	474248	
STERICYCLE, INC	35.00	474275	
COUNTY RECORDS MANAGEMENT			2,883.00**
SHI GOVERNMENT SOLUTIONS, INC.	718.74	474192	
HOTEL OCCUPANCY TAX FUND			718.74**
CITY OF BEAUMONT - WATER DEPT.	204.39	474099	
M&D SUPPLY	92.84	474127	
MUNRO'S	35.59	474132	
OFFICE DEPOT	198.65	474135	
AT&T	195.20	474147	
TIME WARNER COMMUNICATIONS	120.58	474152	
JOSEPH SEMIEN	18.40	474219	
DE LAGE LANDEN PUBLIC FINANCE	315.00	474236	
SAM'S CLUB DIRECT	19.14	474247	
FUNCTION 4 LLC	87.36	474267	
BECKER PRINT & MAIL	1,396.70	474271	
COTTON CARGO	2,909.54	474285	
DISTRICT CLK RECORDS MGMT			5,593.39**
DE LAGE LANDEN PUBLIC FINANCE	140.00	474236	
FUNCTION 4 LLC	38.82	474267	
COUNTY CLERK HAVA FUND			178.82**
CDW COMPUTER CENTERS, INC.	290.24	474172	
AIRPORT FUND			290.24**
CITY OF NEDERLAND	624.61	474101	
CURETON & SON	339.00	474102	
SANITARY SUPPLY, INC.	534.18	474141	
UNITED STATES POSTAL SERVICE	.42	474185	
LOWE'S HOME CENTERS, INC.	222.68	474196	
DE LAGE LANDEN PUBLIC FINANCE	140.00	474236	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	4.54	474254	
FUNCTION 4 LLC	38.82	474267	
TITAN AVIATION FUELS	23,563.69	474277	
SE TX EMP. BENEFIT POOL			25,467.94**
STANDARD INSURANCE COMPANY	23,558.82	474211	
RELIANCE STANDARD LIFE INSURANCE	6,020.64	474213	
EXPRESS SCRIPTS INC	61,227.31	474273	
NEUROMUSCULAR CORPORATE SOLUTIONS	15,599.25	474281	
WORKER'S COMPENSATION FD			106,406.02**
TRISTAR RISK MANAGEMENT	6,876.10	474210	
SHERIFF'S FORFEITURE FUND			6,876.10**
SILSBEE FORD INC	2,078.44	474253	
PAYROLL FUND			2,078.44**
JEFFERSON CTY. - FLEXIBLE SPENDING	14,350.00	474060	
CLEAT	306.00	474061	
JEFFERSON CTY. TREASURER	14,853.55	474062	
RON STADTMUELLER - CHAPTER 13	182.31	474063	
INTERNAL REVENUE SERVICE	208.00	474064	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,340.00	474065	
JEFFERSON CTY. COMMUNITY SUP.	8,815.75	474066	
JEFFERSON CTY. TREASURER - HEALTH	548,372.06	474067	
JEFFERSON CTY. TREASURER - GENERAL	10.00	474068	
JEFFERSON CTY. TREASURER - PAYROLL	1,776,510.86	474069	
JEFFERSON CTY. TREASURER - PAYROLL	625,255.40	474070	

NAME	AMOUNT	CHECK NO.	TOTAL
MONY LIFE INSURANCE OF AMERICA	72.54	474071	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,061.86	474072	
JEFFERSON CTY. TREASURER - TCDRS	715,505.62	474073	
JEFFERSON COUNTY TREASURER	2,776.33	474074	
JEFFERSON COUNTY - TREASURER -	7,312.04	474075	
NECHES FEDERAL CREDIT UNION	38,363.33	474076	
JEFFERSON COUNTY - NATIONWIDE	61,517.52	474077	
JOHN TALTON	715.38	474078	
BELINDA M ZURITA	230.77	474079	
INVESCO INVESTMENT SERVICES, INC	1,444.99	474080	
TRELLIS COMPANY	629.84	474081	
JEFFERSON CTY: TREASURER - PAYROLL	62,648.68	474082	
JEFFERSON CTY: TREASURER - PAYROLL	1,112.16	474083	
DA SPECIAL CRIMES GRANT			3,887,594.99**
CASH ADVANCE ACCOUNT	2,658.40	474122	
MARINE DIVISION			2,658.40**
AIRWEIGHT, INC.	1,400.00	474087	
RICKY ANDERSON	130.00	474092	
CITY OF NEDERLAND	20.65	474101	
JACK BROOKS REGIONAL AIRPORT	260.10	474121	
LAMAR STATE COLLEGE ORANGE	2,700.00	474126	
RITTER @ HOME	147.94	474140	
SETZER HARDWARE, INC.	30.59	474142	
SUN COAST RESOURCES, INC.	10,838.09	474148	
ADVANCED SYSTEMS & ALARM SERVICES,	162.00	474174	
BUMPER TO BUMPER	223.78	474208	
THE DINGO GROUP-PETE JORGENSEN MARI	3,571.57	474221	
SAFEFLOOR LLC	4,680.00	474294	
BOEING DISTRIBUTION, INC	560.49	474296	
			24,725.21**
			4,610,930.90***

**Jefferson County Clerk  
Proposed Records Archive Plan  
For Fiscal Year 2020-2021**

In accordance with Local Government Code Sec. 118.025, the Jefferson County Clerk, Carolyn L. Guidry, proposes the following expenditures be made from funds collected under this section by imposition of a "Records Archive" fee which was adopted by the Jefferson County Commissioners' Court on August 4, 2003 and which was effective September 1, 2003:

## Contractual Preservation Project *(Preservation, Restoration, and Imaging of Records.*

- *Microfilm Conversion Project* \$ 250,000
- *Deteriorated Volumes Restoration* \$ 25,000

Stationery & Office Supplies \$ 2,000

*(Microfilm Supplies, Barcode labels, Scanner consumables, and other supplies used in the Preservation and Restoration of Records filed before 1990)*

Salaries- 1 Deputy County Clerks \$ 9,000  
*(Education Pay for Deputies working  
on the Preservation and Restoration  
of the County Clerk's Records  
Archive)*

Salaries- 1 Deputy County Clerks \$ 0  
*(New position for full time deputy clerk  
/Education Pay for Deputies working  
on the Preservation and Restoration  
of the County Clerk's Records  
Archive)*

Extra Help \$ 85,956  
*(Salaries for temporary/part-time extra help to work on the Preservation and Restoration of the County Clerk's Records Archive)*

*Subtotal* \$371,956  
Fringe Benefits \$26,331

**Total Proposed Expenditures** **\$398,287**

**ORDER OF GENERAL ELECTION  
(ORDEN DE ELECCION GENERAL)**

An election is hereby ordered to be held on November 3, 2020, in Jefferson County, Texas, for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution:

(Por la presente se ordena que se lleve a cabo una elección el dia 3rd de Noviembre, 2020, en el Condado de Jefferson, Texas, con el propósito de elegir los siguientes officials del condado y del precinto como requerido por el Articulo XVI, Sección 65, de la Constitución de Texas:)

(List Offices) ( Enúmere los puestos officials)

**Sheriff**  
(Sherife)

**County Tax Assessor-Collector**  
(Asesor-Colector de Impuestos del Condado)

**County Commissioner, Precinct No. 1**  
(Comisionado del Condado, Precinto Núm. 1)

**County Commissioner, Precinct No. 3**  
(Comisionado del Condado, Precinto Núm. 3)

**Justice of the Peace, Precinct No. 1, Place 1**  
(Juez de Paz, Precinto Núm. 1, Lugar 1)

**Constable, Precinct No. 1**  
(Condestable, Precinto Núm. 1)

**Constable, Precinct No. 2**  
(Condestable, Precinto Núm. 2)

**Constable, Precinct No. 4**  
(Condestable, Precinto Núm. 4)

**Constable, Precinct No. 6**  
(Condestable, Precinto Núm. 6)

**Constable, Precinct No. 7**  
(Condestable, Precinto Núm. 7)

**Constable, Precinct No. 8**  
(Condestable, Precinto Núm. 8)

***NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR  
November 3, 2020, GENERAL AND JOINT ELECTION***  
***(Aviso de localizaciones y horas para elecciones adelantadas de Noviembre 3, 2020  
Elecciones General y Conjunta)***

Early Voting by personal appearance will be conducted at the following dates and times:  
*(La votación adelantada en persona se llevará a en las siguientes fechas y horarios:)*

**EARLY VOTING LOCATIONS:**

(Localizaciones de Votación Adelantada):

Beaumont Courthouse-Main location	1001 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas
Port Arthur Library	4615 Ninth Ave, Port Arthur, Texas
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas
John Paul Davis Community Center	3580 E Lucas, Beaumont, Texas
Marion & Ed Hughes Public Library	2712 Nederland Ave., Nederland, Texas
Groves Recreation Center	6150 39 <sup>th</sup> Street, Groves, Texas
Effie & Wilton Hebert Library	2025 Merriman St., Port Neches, Texas
J.P. Pct. 4 Bldg. (Judge Chesson's Courtroom)	19217 FM 365, Beaumont Texas
Precinct One Service Center	20205 W. Hwy. 90, China, Texas

**DATES AND HOURS FOR ALL ABOVE LOCATIONS:**

(Fechas y Horas para todas las localizaciones anteriores):

October 13 - 16 (Octubre 13 - 16)	Tuesday - Friday (Martes - Viernes)	8:00 a.m. - 5:00 p.m.
October 19 - 23 (Octubre 19 - 23)	Monday - Friday (Lunes - Viernes)	8:00 a.m. - 5:00 p.m.
October 24 (Octubre 24)	Saturday (Sábado)	8:00 a.m. - 5:00 p.m.
October 25 (Octubre 25)	Sunday (Domingo)	12:00 p.m. - 5:00 p.m.
October 26 – October 30 (Octubre 26- Octubre 30)	Monday – Friday (Lunes – Viernes)	7:00 a.m. - 7:00 p.m.

## Location of Election Day Polling Places (Ubicación de las casillas electorales el Día de Elección)

Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	City, State, Zip code (Ciudad, Estado, Código postal)
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks City Hall	13560 River Oaks Blvd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	New Light Church**	3780 Crow Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library	5600 West Washington	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	Jefferson County ESD #4	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	Zion Hill Baptist Church**	5848 Roosevelt Ave.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Port Acres Elementary**	6301 Pat Ave	Port Arthur, TX 77640
ALL (todos)	O W Collins Retirement Center	4440 Gulfway Dr..	Port Arthur, TX 77642
ALL (todos)	Port Arthur Library**	4615 9th Ave	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Sam Houston Elementary	3245 36th St	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Lamar University Montagne Center, Cardinal Club Room**	4401 S. MLK PKWY	Beaumont, TX 77705
ALL (todos)	Hamshire-Fannett High School	12702 2nd St	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705

\*\*Location Change (*el cambio de ubicación*)

Application for ballot by mail shall be mailed to:  
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

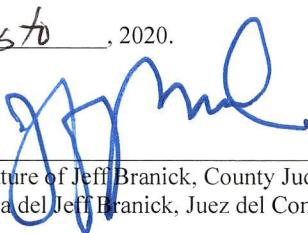
Carolyn L. Guidry  
P.O. Box 1151  
Beaumont, TX 77704-1151

Application for ballot by mail must be received no later than the close of business on October 23, 2020.  
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el 23 de Octubre, 2020)

Federal postcard applications must be received no later than the close of business on October 23, 2020.  
(La tarjeta Federal de solicitud deberán recibirse no más tardar de las horas de negocio el 23 de Octubre, 2020)

Issued this 11<sup>th</sup> day of August, 2020.

(Emitada esta dia 11<sup>th</sup> de Agosto, 2020.



Signature of Jeff Branick, County Judge  
(Firma del Jeff Branick, Juez del Condado)



**JOINT ELECTION AGREEMENT AND  
ELECTION SERVICES CONTRACT  
BETWEEN JEFFERSON COUNTY  
AND **City of Groves****

This agreement made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Carolyn Guidry, County Clerk**, and **City of Groves** hereinafter referred to as "Political Subdivision", acting herein by and through its Executive Board.

**WHEREAS**, Political Subdivision is required to conduct an election on **November 3, 2020**;

**THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Political Subdivision of **City of Groves**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Carolyn Guidry**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its November 3, 2020, Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Commissioner's Court to conduct county elections required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify

all early voting and Election Day officials of the date, time and place thereof.

(c) Arrange for the use of early voting locations per the attached Exhibit A – Early Voting Locations and Election Day polling locations per the attached Exhibit B – Election Day Vote Centers. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for this Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the aforementioned for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Election Services Contract

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Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

**3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION.** Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Political Subdivision Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract Agreement with Jefferson County Clerk for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code as listed on Exhibit A – Early Voting Locations. Political Subdivision shall adopt the Election Day Vote Center polling locations on the attached Exhibit B – Election Day Vote Centers for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision on early voting times and places and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved.

Political Subdivision must proof and approve all programming work done for the jurisdiction according to the attached Exhibit C- CALENDAR

(f) Deliver to Contracting Officer, according to the attached Exhibit C - CALENDAR, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed according to attached schedule on Exhibit D – Contract Costs and a detailed bill will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on November 3, 2020.

**4. COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

(a) Costs for early voting, election day, equipment delivery, supplies and mail ballots, including payroll and equipment leasing, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according to the number of voting precincts within each political subdivision. Equipment leasing costs are listed on Exhibit D – Contract Costs.

(b) Costs for ballot programming will be paid by each political subdivision for the number of election contests each has on the ballot according to costs as listed on Exhibit D - Contract Costs.

## 5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the CALENDAR without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the CALENDAR is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10<sup>th</sup> day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder

shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60<sup>th</sup> day before Election Day. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

## **6. DISPUTE RESOLUTION PROCEDURE**

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180<sup>th</sup> day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

## **7. ENTIRE AGREEMENT/AMENDMENT**

This Agreement constitutes the entire agreement between City of Groves and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

## **8. NOTICES**

Election Services Contract  
Last Updated: 4/22/2020

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

**City of Groves:** D E. Sosa

3947 Lincoln Ave.  
Groves, TX 77619

**JEFFERSON COUNTY:**

Carolyn L. Guidry, County Clerk  
P. O. Box 1151  
Beaumont, TX 77704

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 8<sup>th</sup> day of June, 2020.

**City of Groves**

(seal)

By: D E. Sosa  
Name: D E. Sosa  
Title: City Manager

Attest: Shirra B. Guidry



**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 11<sup>th</sup> day of August, 2020.

**Jefferson County, Texas**

By: Jeff Branick  
Name: Jeff Branick  
Title: County Judge - pro tem



By: Carolyn L. Guidry  
Name: Carolyn L. Guidry  
Title: County Clerk

Attest: M. Good, Chief Deputy

## EXHIBIT A

***NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR  
November 3, 2020, GENERAL AND JOINT ELECTION***  
***(Aviso de localizaciones y horas para elecciones adelantadas de Noviembre 3, 2020  
Elecciones General y Conjunta)***

Early Voting by personal appearance will be conducted at the following dates and times:  
*(La votación adelantada en persona se llevará a en las siguientes fechas y horarios:)*

**EARLY VOTING LOCATIONS:**

(Localizaciones de Votación Adelantada):

<b>Beaumont Courthouse-Main location</b>	<b>1001 Pearl St., Beaumont, Texas</b>
<b>Port Arthur Sub-Courthouse</b>	<b>525 Lakeshore Dr., Port Arthur, Texas</b>
<b>Rogers Park Recreation Center</b>	<b>6540 Gladys, Beaumont, Texas</b>
<b>Port Arthur Library</b>	<b>4615 Ninth Ave, Port Arthur, Texas</b>
<b>Theodore Johns Library</b>	<b>4255 Fannett Rd., Beaumont, Texas</b>
<b>John Paul Davis Community Center</b>	<b>3580 E Lucas, Beaumont, Texas</b>
<b>Marion &amp; Ed Hughes Public Library</b>	<b>2712 Nederland Ave., Nederland, Texas</b>
<b>Groves Recreation Center</b>	<b>6150 39<sup>th</sup> Street, Groves, Texas</b>
<b>Effie &amp; Wilton Hebert Library</b>	<b>2025 Merriman St., Port Neches, Texas</b>
<b>J.P. Pct. 4 Bldg. (Judge Chesson's Courtroom)</b>	<b>19217 FM 365, Beaumont Texas</b>
<b>Precinct One Service Center</b>	<b>20205 W. Hwy. 90, China, Texas</b>

**DATES AND HOURS FOR ALL ABOVE LOCATIONS:**

(Fechas y Horas para todas las localizaciones anteriores):

<b>October 13 - 16</b> <i>(Octubre 13 - 16)</i>	<b>Tuesday - Friday</b> <i>(Martes - Viernes)</i>	<b>8:00 a.m. - 5:00 p.m.</b>
<b>October 19 - 23</b> <i>(Octubre 19 - 23)</i>	<b>Monday - Friday</b> <i>(Lunes - Viernes)</i>	<b>8:00 a.m. - 5:00 p.m.</b>
<b>October 24</b> <i>(Octubre 24)</i>	<b>Saturday</b> <i>(Sábado)</i>	<b>8:00 a.m. - 5:00 p.m.</b>
<b>October 25</b> <i>(Octubre 25)</i>	<b>Sunday</b> <i>(Domingo)</i>	<b>12:00 p.m. - 5:00 p.m.</b>
<b>October 26 – October 30</b> <i>(Octubre 26- Octubre 30)</i>	<b>Monday – Friday</b> <i>(Lunes – Viernes)</i>	<b>7:00 a.m. - 7:00 p.m.</b>

## EXHIBIT B - ELECTION DAY VOTE CENTERS

Precincts	Election Day Polling Places	ADDRESS (Dirección)	City, State, Zip code
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks City Hall	13560 River Oaks Blvd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	New Light Church**	3780 Crow Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library	5600 West	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	Jefferson County ESD #4	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	Zion Hill Baptist Church**	5848 Roosevelt Ave.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Port Acres Elementary**	6301 Pat Ave	Port Arthur, TX 77640
ALL (todos)	O W COLLINS RETIREMENT	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Library**	4615 9th Ave	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Sam Houston Elementary	3245 36th St	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Lamar University Montagne Center,	4401 S. MLK PKWY	Beaumont, TX 77705
ALL (todos)	Hamshire-Fannett High School	12702 2nd St	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705
	**Location Change		

## CALENDAR

The Political Subdivision agrees that timing is critical, and lack of adherence to this CALENDAR without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Contract.

**School Districts must adhere to all deadlines, even if on Spring Break.**

Please refer to the Texas Secretary of State's website for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity. Please comply with all orders, postings and notices as required for your Political Subdivision. Contracting Officer will provide the publication of one Notice of Public Test in English and Spanish.

### **SEPTEMBER 1, 2020**

Prior to September 1, 2020, each Political Subdivision is responsible for validating with the Voter Registrar that the boundaries for their voting precincts are correct and supplying the Contracting Officer with a map of such boundaries.

### **68<sup>th</sup> day before Election Day**

Recommended date to conduct ballot position drawing.

Notice of ballot position drawing must be posted for 72 hours immediately preceding time of drawing.

**\*\*Please schedule ballot drawing as soon as possible and email the BALLOT FORMAT AND ORDER OF CANDIDATES ON BALLOT to Contracting Officer at [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us).\*\***

### **60th day before Election Day**

Last day for the governing body of a political subdivision to deliver notice of the election to the county clerk/elections administrator and voter registrar of each county in which the political subdivision is wholly or partly located. (Sec. 4.008).

Deadline to notify Contracting Officer via email of the following items:

- whether or not Political Subdivision has a **contested election**.
- **candidate names**, including **write-in candidates**.
- any **candidate withdrawals** or **election cancellation**.
- **order of candidates on ballot**. (We prefer to receive it sooner if it is available.)
- **Spanish translations** of all ballot titles, contests, and ballot language.
- **phonetic pronunciations** of all candidate names which will be used for the ballot audio recording.

### **60th day before Election Day - Continued**

Deadline to **cancel election** and incur no fees under the Election Services Agreement.

Deadline to receive executed **Election Services Agreement** by mail, personal delivery, or email.

Deadline to receive copy of **Order of Election**.

Contracting Officer contact information:

Email: [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us)

Mail: P. O. Box 1151, Beaumont, TX 77704-1151

Hand Delivery: 1085 Pearl Street, First Floor, Beaumont, Texas 77701

If additional time is needed because of meeting schedules, please notify us.

**\*\*Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The parties must adhere to deadlines of 24 hour turnaround time, even if they occur during Spring Break, in order for our office to meet the State and Federal deadlines to mail military and overseas ballots.\*\***

### **45th day before Election Day**

Deadline to mail ballots to military or overseas voters who submitted their ballot request via a federal postcard application (FPCA) or via a standard application for ballot by mail and indicated that they are outside the United States. Ballots must be mailed by this date or the 7th day after the clerk receives the application. If the early voting clerk cannot meet this 45th-day deadline, the clerk must notify the Secretary of State within 24 hours. (Sec. 86.004(b)).

### **30th day before Election Day**

Last day to register to vote or make a change of address effective for the election. (Secs. 13.143, 15.025).

First day of period during which notice of election must be published if the method of giving notice is not specified by a law outside the Election Code, and publication is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

### **21st day before Election Day**

Last day to post notice of election on bulletin board used for posting notices of meetings of governing body. (Sec. 4.003(b)). A Record of Posting Notice of Election (PDF) should be completed at the time of posting. (Sec. 4.005).

### **15th day before Election Day**

First day to vote early in person. (Sec. 85.001(a)).

**NOTE - Political Subdivisions Other than Cities and Counties:** Early voting in person must be conducted at least eight (8) hours each weekday that is not a legal state holiday unless the political subdivision has fewer than 1,000 registered voters, in which case early voting in person must be conducted at least three (3) hours per day. (Sec. 85.005(b)).

**NOTE - Cities and counties:** Early voting in person must be conducted on the weekdays of the early voting period and during the hours that the county clerk's or city secretary's main business office is regularly open for business. (Sec. 85.005(a)). However, because cities and counties must have office hours for election-related business at least three (3) hours every business day for this type of election, we harmonize these requirements with the result that, if a city or county is not regularly open for business on one or more weekdays, on those "closed" days, a city or county must conduct early voting for at least three (3) hours a day at the main early voting location (except for a city's two 12-hour days, when it must be open for the full 12 hours).

**NOTE - Cities:** Cities **must** choose two (2) weekdays for the main early voting polling place location to be open for 12 hours during the regular early voting period. City council must choose the two weekdays. (Sec. 85.005(d)).

**NOTE - Independent School Districts:** Despite the change in state law that allows an ISD to be closed on school holidays during the mandatory office hours period, you are **required** to be open during the entire early voting period, except on legal state and national holidays.

**NOTE - Joint Elections:** If entities are conducting early voting by personal appearance jointly, we *recommend* a unified schedule covering all requirements; i.e., no entity's requirements should be neglected or subtracted as a result of a joint agreement.

### **10th day before Election Day**

Last day of period during which notice of election must be published if method of giving notice is not specified by a law outside the Election Code and publication is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by a commissioners court or by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

Last day to mail a copy of the notice of election to each registered voter in the county if method of giving notice is not specified by a law outside the Election Code and this method of giving notice is selected. (Secs. 1.006, 4.003(a)(3)).

**Cities and Counties – Weekend Early Voting Hours - Notice Requirement:** Last day to post notice on bulletin board used for posting notice of city council or commissioners court, if early voting will be conducted on Saturday (Sec. 85.007). Notice must be posted at least 72 hours before early voting begins on a Saturday or Sunday. Notice must also be posted to the political subdivision's website, if one is maintained.

**NOTE - NEW LAW:** Section 85.007, as amended by House Bill 2721 (2015), requires that the election notice, which includes the days and hours of early voting be posted on the political subdivision's website, if the political subdivision maintains a website.

**4th day before Election Day**

Last day to vote early by personal appearance. (Sec. 85.001(a)).

**Election Day**

Polls open 7:00 A.M. – 7:00 P.M.

**30 days from date of final invoice**

Pay balance due for election services. Please make checks payable to:

Jefferson County Treasurer  
P O Box 1151,  
Beaumont, Texas 77704-1151

## EXHIBIT D

## CONTRACT COSTS

<b>Voting Equipment</b>	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00

<b>Communication Devices</b>	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00

<b>Mandatory Signs</b>	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00

<b>PROGRAMMING</b>	<b>COUNTY COST</b>
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00

<b>BALLOT PRINTING</b>	<b>COUNTY COST</b>
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06

<b>SUPPLIES</b>	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16

 **ORIGINAL**


**JOINT ELECTION AGREEMENT AND  
ELECTION SERVICES CONTRACT  
BETWEEN JEFFERSON COUNTY  
AND City of Port Neches**

This agreement made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Carolyn Guidry, County Clerk**, and **City of Port Neches** hereinafter referred to as "Political Subdivision", acting herein by and through its Executive Board.

**WHEREAS**, Political Subdivision is required to conduct an election on **November 3, 2020**;

**THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Political Subdivision of **City of Port Neches**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Carolyn Guidry**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its November 3, 2020, Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Commissioner's Court to conduct county elections required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and Election Day officials of the date, time and place thereof.

(c) Arrange for the use of early voting locations per the attached Exhibit A – Early Voting Locations and Election Day polling locations per the attached Exhibit B – Election Day Vote Centers. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for this Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the aforementioned for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

**3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION.** Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Political Subdivision Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract Agreement with Jefferson County Clerk for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code as listed on Exhibit A – Early Voting Locations. Political Subdivision shall adopt the Election Day Vote Center polling locations on the attached Exhibit B – Election Day Vote Centers for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision on early voting times and places and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the

Election Services Contract

Last Updated: 5/20/2020

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Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the attached Exhibit C- CALENDAR

(f) Deliver to Contracting Officer, according to the attached Exhibit C - CALENDAR, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed according to attached schedule on Exhibit D -- Contract Costs and a detailed bill will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on November 3, 2020.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

(a) Costs for early voting, election day, equipment delivery, supplies and mail ballots, including payroll and equipment leasing, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according to the number of voting precincts within each political subdivision. Equipment leasing

costs are listed on Exhibit D – Contract Costs.

(b) Costs for ballot programming will be paid by each political subdivision for the number of election contests each has on the ballot according to costs as listed on Exhibit D – Contract Costs.

## 5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the CALENDAR without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the CALENDAR is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10<sup>th</sup> day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60<sup>th</sup> day before Election Day. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

## **6. DISPUTE RESOLUTION PROCEDURE**

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180<sup>th</sup> day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

## **7. ENTIRE AGREEMENT/AMENDMENT**

This Agreement constitutes the entire agreement between City of Port Neches and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

## **8. NOTICES**

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

**City of Port Neches:** Andre' Wimer  
 P O Box 758  
 Port Neches, TX 77651

**JEFFERSON COUNTY:** Carolyn L. Guidry, County Clerk  
 P. O. Box 1151  
 Beaumont, TX 77704

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 18<sup>th</sup> day of June, 2020.

**City of Port Neches**

By: Andre' Wimer  
 Name: Andre' Wimer  
 Title: City Manager



Attest:

Jamie Mendoza

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 11<sup>th</sup> day of August, 2020.

**Jefferson County, Texas**

By: Jeff Branick  
 Name: Jeff Branick  
 Title: County Judge - PRO TEM



Attest:

By: Carolyn L. Guidry  
 Name: Carolyn L. Guidry  
 Title: County Clerk

J. Gord, Chief Deputy

## EXHIBIT A

***NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR  
November 3, 2020, GENERAL AND JOINT ELECTION***  
***(Aviso de localizaciones y horas para elecciones adelantadas de Noviembre 3, 2020  
Elecciones General y Conjunta)***

Early Voting by personal appearance will be conducted at the following dates and times:  
*(La votación adelantada en persona se llevará a en las siguientes fechas y horarios:)*

**EARLY VOTING LOCATIONS:**

(Localizaciones de Votación Adelantada):

<b>Beaumont Courthouse-Main location</b>	<b>1001 Pearl St., Beaumont, Texas</b>
<b>Port Arthur Sub-Courthouse</b>	<b>525 Lakeshore Dr., Port Arthur, Texas</b>
<b>Rogers Park Recreation Center</b>	<b>6540 Gladys, Beaumont, Texas</b>
<b>Port Arthur Library</b>	<b>4615 Ninth Ave, Port Arthur, Texas</b>
<b>Theodore Johns Library</b>	<b>4255 Fannett Rd., Beaumont, Texas</b>
<b>John Paul Davis Community Center</b>	<b>3580 E Lucas, Beaumont, Texas</b>
<b>Marion &amp; Ed Hughes Public Library</b>	<b>2712 Nederland Ave., Nederland, Texas</b>
<b>Groves Recreation Center</b>	<b>6150 39<sup>th</sup> Street, Groves, Texas</b>
<b>Effie &amp; Wilton Hebert Library</b>	<b>2025 Merriman St., Port Neches, Texas</b>
<b>J.P. Pct. 4 Bldg. (Judge Chesson's Courtroom)</b>	<b>19217 FM 365, Beaumont Texas</b>
<b>Precinct One Service Center</b>	<b>20205 W. Hwy. 90, China, Texas</b>

**DATES AND HOURS FOR ALL ABOVE LOCATIONS:**

(Fechas y Horas para todas las localizaciones anteriores):

<b>October 13 - 16</b> <i>(Octubre 13 - 16)</i>	<b>Tuesday - Friday</b> <i>(Martes - Viernes)</i>	<b>8:00 a.m. - 5:00 p.m.</b>
<b>October 19 - 23</b> <i>(Octubre 19 - 23)</i>	<b>Monday - Friday</b> <i>(Lunes - Viernes)</i>	<b>8:00 a.m. - 5:00 p.m.</b>
<b>October 24</b> <i>(Octubre 24)</i>	<b>Saturday</b> <i>(Sábado)</i>	<b>8:00 a.m. - 5:00 p.m.</b>
<b>October 25</b> <i>(Octubre 25)</i>	<b>Sunday</b> <i>(Domingo)</i>	<b>12:00 p.m. - 5:00 p.m.</b>
<b>October 26 – October 30</b> <i>(Octubre 26- Octubre 30)</i>	<b>Monday – Friday</b> <i>(Lunes – Viernes)</i>	<b>7:00 a.m. - 7:00 p.m.</b>

## EXHIBIT B - ELECTION DAY VOTE CENTERS

Precincts	Election Day Polling Places	ADDRESS (Dirección)	City, State, Zip code
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks City Hall	13560 River Oaks Blvd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	New Light Church**	3780 Crow Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library	5600 West	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	Jefferson County ESD #4	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	Zion Hill Baptist Church**	5848 Roosevelt Ave.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Port Acres Elementary**	6301 Pat Ave	Port Arthur, TX 77640
ALL (todos)	O W COLLINS RETIREMENT	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Library**	4615 9th Ave	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Sam Houston Elementary	3245 36th St	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Lamar University Montagne Center,	4401 S. MLK PKWY	Beaumont, TX 77705
ALL (todos)	Hamshire-Fannett High School	12702 2nd St	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705
	**Location Change		

**EXHIBIT C**  
**CALENDAR**

The Political Subdivision agrees that timing is critical, and lack of adherence to this CALENDAR without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Contract.

**School Districts must adhere to all deadlines, even if on Spring Break.**

Please refer to the Texas Secretary of State's website for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity. Please comply with all orders, postings and notices as required for your Political Subdivision. Contracting Officer will provide the publication of one Notice of Public Test in English and Spanish.

**SEPTEMBER 1, 2020**

Prior to September 1, 2020, each Political Subdivision is responsible for validating with the Voter Registrar that the boundaries for their voting precincts are correct and supplying the Contracting Officer with a map of such boundaries.

**68<sup>th</sup> day before Election Day**

Recommended date to conduct ballot position drawing.

Notice of ballot position drawing must be posted for 72 hours immediately preceding time of drawing.

\*\*Please schedule ballot drawing as soon as possible and email the BALLOT FORMAT AND ORDER OF CANDIDATES ON BALLOT to Contracting Officer at [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us).\*\*

**60th day before Election Day**

Last day for the governing body of a political subdivision to deliver notice of the election to the county clerk/elections administrator and voter registrar of each county in which the political subdivision is wholly or partly located. (Sec. 4.008).

Deadline to notify Contracting Officer via email of the following items:

- whether or not Political Subdivision has a **contested election**.
- **candidate names**, including **write-in candidates**.
- any **candidate withdrawals** or **election cancellation**.
- **order of candidates on ballot**. (We prefer to receive it sooner if it is available.)
- **Spanish translations** of all ballot titles, contests, and ballot language.
- **phonetic pronunciations** of all candidate names which will be used for the ballot audio recording.

### **60th day before Election Day - Continued**

Deadline to **cancel election** and incur **no fees** under the Election Services Agreement.

Deadline to receive executed **Election Services Agreement** by mail, personal delivery, or email.

Deadline to receive copy of **Order of Election**.

Contracting Officer contact information:

Email: [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us)

Mail: P. O. Box 1151, Beaumont, TX 77704-1151

Hand Delivery: 1085 Pearl Street, First Floor, Beaumont, Texas 77701

If additional time is needed because of meeting schedules, please notify us.

**\*\*Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The parties must adhere to deadlines of 24 hour turnaround time, even if they occur during Spring Break, in order for our office to meet the State and Federal deadlines to mail military and overseas ballots.\*\***

### **45th day before Election Day**

Deadline to mail ballots to military or overseas voters who submitted their ballot request via a federal postcard application (FPCA) or via a standard application for ballot by mail and indicated that they are outside the United States. Ballots must be mailed by this date or the 7th day after the clerk receives the application. If the early voting clerk cannot meet this 45th-day deadline, the clerk must notify the Secretary of State within 24 hours. (Sec. 86.004(b)).

### **30th day before Election Day**

Last day to register to vote or make a change of address effective for the election. (Secs. 13.143, 15.025).

First day of period during which notice of election must be published if the method of giving notice is **not** specified by a law outside the Election Code, and **publication** is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

### **21st day before Election Day**

Last day to post notice of election on bulletin board used for posting notices of meetings of governing body. (Sec. 4.003(b)). A Record of Posting Notice of Election (PDF) should be completed at the time of posting. (Sec. 4.005).

### **15th day before Election Day**

First day to vote early in person. (Sec. 85.001(a)).

**NOTE - Political Subdivisions Other than Cities and Counties:** Early voting in person must be conducted at least eight (8) hours each weekday that is not a legal state holiday unless the political subdivision has fewer than 1,000 registered voters, in which case early voting in person must be conducted at least three (3) hours per day. (Sec. 85.005(b)).

**NOTE - Cities and counties:** Early voting in person must be conducted on the weekdays of the early voting period and during the hours that the county clerk's or city secretary's main business office is regularly open for business. (Sec. 85.005(a)). However, because cities and counties must have office hours for election-related business at least three (3) hours every business day for this type of election, we harmonize these requirements with the result that, if a city or county is not regularly open for business on one or more weekdays, on those "closed" days, a city or county must conduct early voting for at least three (3) hours a day at the main early voting location (except for a city's two 12-hour days, when it must be open for the full 12 hours).

**NOTE - Cities:** Cities must choose two (2) weekdays for the main early voting polling place location to be open for 12 hours during the regular early voting period. City council must choose the two weekdays. (Sec. 85.005(d)).

**NOTE - Independent School Districts:** Despite the change in state law that allows an ISD to be closed on school holidays during the mandatory office hours period, you are required to be open during the entire early voting period, except on legal state and national holidays.

**NOTE - Joint Elections:** If entities are conducting early voting by personal appearance jointly, we recommend a unified schedule covering all requirements; i.e., no entity's requirements should be neglected or subtracted as a result of a joint agreement.

### **10th day before Election Day**

Last day of period during which notice of election must be published if method of giving notice is not specified by a law outside the Election Code and publication is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by a commissioners court or by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

Last day to mail a copy of the notice of election to each registered voter in the county if method of giving notice is not specified by a law outside the Election Code and this method of giving notice is selected. (Secs. 1.006, 4.003(a)(3)).

**Cities and Counties – Weekend Early Voting Hours - Notice Requirement:** Last day to post notice on bulletin board used for posting notice of city council or commissioners court, if early voting will be conducted on Saturday (Sec. 85.007). Notice must be posted at least 72 hours before early voting begins on a Saturday or Sunday. Notice must also be posted to the political subdivision's website, if one is maintained.

**NOTE - NEW LAW:** Section 85.007, as amended by House Bill 2721 (2015), requires that the election notice, which includes the days and hours of early voting be posted on the political subdivision's website, if the political subdivision maintains a website.

**4th day before Election Day**

Last day to vote early by personal appearance. (Sec. 85.001(a)).

**Election Day**

Polls open 7:00 A.M. – 7:00 P.M.

**30 days from date of final invoice**

Pay balance due for election services. Please make checks payable to:

Jefferson County Treasurer  
P O Box 1151,  
Beaumont, Texas 77704-1151

## EXHIBIT D

## CONTRACT COSTS

<b>Voting Equipment</b>	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00

<b>Communication Devices</b>	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00

<b>Mandatory Signs</b>	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00

<b>PROGRAMMING</b>	<b>COUNTY COST</b>
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00

<b>BALLOT PRINTING</b>	<b>COUNTY COST</b>
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06

<b>SUPPLIES</b>	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16





**JOINT ELECTION AGREEMENT AND  
ELECTION SERVICES CONTRACT  
BETWEEN JEFFERSON COUNTY  
AND JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7**

This agreement made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Carolyn Guidry, County Clerk, and Jefferson County Drainage District No. 7**, hereinafter referred to as "Political Subdivision", acting herein by and through its Executive Board.

**WHEREAS**, Political Subdivision is required to conduct an election on November 3, 2020;

**THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Political Subdivision of **Jefferson County Drainage District No. 7**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Carolyn Guidry**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its November 3, 2020, Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Commissioner's Court to conduct county elections required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.

- (b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and Election Day officials of the date, time and place thereof.
- (c) Arrange for the use of early voting locations per the attached Exhibit A – Early Voting Locations and Election Day polling locations per the attached Exhibit B – Election Day Vote Centers. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.
- (d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.
- (e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for this Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.
- (g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.
- (h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.
- (i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.
- (j) Provide information services for voters and election officers.
- (k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.
- (l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the aforementioned for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

**3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION.** Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Political Subdivision Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract Agreement with Jefferson County Clerk for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code as listed on Exhibit A – Early Voting Locations. Political Subdivision shall adopt the Election Day Vote Center polling locations on the attached Exhibit B – Election Day Vote Centers for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision on early voting times and places and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the Election Services Contract

Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the attached Exhibit C- CALENDAR

(f) Deliver to Contracting Officer, according to the attached Exhibit C - CALENDAR, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed according to attached schedule on Exhibit D – Contract Costs and a detailed bill will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on November 3, 2020.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

(a) Costs for early voting, election day, equipment delivery, supplies and mail ballots, including payroll and equipment leasing, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according to the number of voting precincts within each political subdivision. Equipment leasing

costs are listed on Exhibit D – Contract Costs.

(b) Costs for ballot programming will be paid by each political subdivision for the number of election contests each has on the ballot according to costs as listed on Exhibit D – Contract Costs.

## 5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the CALENDAR without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the CALENDAR is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10<sup>th</sup> day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60<sup>th</sup> day before Election Day. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

## **6. DISPUTE RESOLUTION PROCEDURE**

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180<sup>th</sup> day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

## **7. ENTIRE AGREEMENT/AMENDMENT**

This Agreement constitutes the entire agreement between Jefferson County Drainage District No. 7 and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

## **8. NOTICES**

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

**Jefferson County Drainage  
District No. 7:**

Phil Kelley  
P O Box 3244  
Port Arthur, TX 77643

**JEFFERSON COUNTY:**

Carolyn L. Guidry, County Clerk  
P. O. Box 1151  
Beaumont, TX 77704

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 3<sup>rd</sup> day of June, 2020.

**Jefferson County Drainage  
District No. 7**

(seal)

By: Phil Kelley  
Name: Phil Kelley  
Title: General Manager

Attest: Diane Smith

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 11<sup>th</sup> day of Aug 15<sup>th</sup>, 2020.

**Jefferson County, Texas**

By: Jeff Branick  
Name: Jeff Branick  
Title: County Judge



By: Carolyn L. Guidry  
Name: Carolyn L. Guidry  
Title: County Clerk

Attest:

J. H. Godwin, Chief  
Deputy

## EXHIBIT A

***NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR  
November 3, 2020, GENERAL AND JOINT ELECTION***  
***(Aviso de localizaciones y horas para elecciones adelantadas de Noviembre 3, 2020  
Elecciones General y Conjunta)***

Early Voting by personal appearance will be conducted at the following dates and times:  
*(La votación adelantada en persona se llevará a en las siguientes fechas y horarios:)*

**EARLY VOTING LOCATIONS:**

(Localizaciones de Votación Adelantada):

<b>Beaumont Courthouse-Main location</b>	<b>1001 Pearl St., Beaumont, Texas</b>
<b>Port Arthur Sub-Courthouse</b>	<b>525 Lakeshore Dr., Port Arthur, Texas</b>
<b>Rogers Park Recreation Center</b>	<b>6540 Gladys, Beaumont, Texas</b>
<b>Port Arthur Library</b>	<b>4615 Ninth Ave, Port Arthur, Texas</b>
<b>Theodore Johns Library</b>	<b>4255 Fannett Rd., Beaumont, Texas</b>
<b>John Paul Davis Community Center</b>	<b>3580 E Lucas, Beaumont, Texas</b>
<b>Marion &amp; Ed Hughes Public Library</b>	<b>2712 Nederland Ave., Nederland, Texas</b>
<b>Groves Recreation Center</b>	<b>6150 39<sup>th</sup> Street, Groves, Texas</b>
<b>Effie &amp; Wilton Hebert Library</b>	<b>2025 Merriman St., Port Neches, Texas</b>
<b>J.P. Pct. 4 Bldg. (Judge Chesson's Courtroom)</b>	<b>19217 FM 365, Beaumont Texas</b>
<b>Precinct One Service Center</b>	<b>20205 W. Hwy. 90, China, Texas</b>

**DATES AND HOURS FOR ALL ABOVE LOCATIONS:**

(Fechas y Horas para todas las localizaciones anteriores):

<b>October 13 - 16</b> <i>(Octubre 13 - 16)</i>	<b>Tuesday - Friday</b> <i>(Martes - Viernes)</i>	<b>8:00 a.m. - 5:00 p.m.</b>
<b>October 19 - 23</b> <i>(Octubre 19 - 23)</i>	<b>Monday - Friday</b> <i>(Lunes - Viernes)</i>	<b>8:00 a.m. - 5:00 p.m.</b>
<b>October 24</b> <i>(Octubre 24)</i>	<b>Saturday</b> <i>(Sábado)</i>	<b>8:00 a.m. - 5:00 p.m.</b>
<b>October 25</b> <i>(Octubre 25)</i>	<b>Sunday</b> <i>(Domingo)</i>	<b>12:00 p.m. - 5:00 p.m.</b>
<b>October 26 – October 30</b> <i>(Octubre 26- Octubre 30)</i>	<b>Monday – Friday</b> <i>(Lunes – Viernes)</i>	<b>7:00 a.m. - 7:00 p.m.</b>

## EXHIBIT B - ELECTION DAY VOTE CENTERS

Precincts	Election Day Polling Places	ADDRESS (Dirección)	City, State, Zip code
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks City Hall	13560 River Oaks Blvd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	New Light Church**	3780 Crow Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library	5600 West	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	Jefferson County ESD #4	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	Zion Hill Baptist Church**	5848 Roosevelt Ave.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Port Acres Elementary**	6301 Pat Ave	Port Arthur, TX 77640
ALL (todos)	O W COLLINS RETIREMENT	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Library**	4615 9th Ave	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Sam Houston Elementary	3245 36th St	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Lamar University Montagne Center,	4401 S. MLK PKWY	Beaumont, TX 77705
ALL (todos)	Hamshire-Fannett High School	12702 2nd St	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705
	**Location Change		

**EXHIBIT C**  
**CALENDAR**

The Political Subdivision agrees that timing is critical, and lack of adherence to this CALENDAR without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Contract.

**School Districts must adhere to all deadlines, even if on Spring Break.**

Please refer to the Texas Secretary of State's website for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity. Please comply with all orders, postings and notices as required for your Political Subdivision. Contracting Officer will provide the publication of one Notice of Public Test in English and Spanish.

**SEPTEMBER 1, 2020**

Prior to September 1, 2020, each Political Subdivision is responsible for validating with the Voter Registrar that the boundaries for their voting precincts are correct and supplying the Contracting Officer with a map of such boundaries.

**68<sup>th</sup> day before Election Day**

Recommended date to conduct ballot position drawing.

Notice of ballot position drawing must be posted for 72 hours immediately preceding time of drawing.

**\*\*Please schedule ballot drawing as soon as possible and email the BALLOT FORMAT AND ORDER OF CANDIDATES ON BALLOT to Contracting Officer at [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us).\*\***

**60th day before Election Day**

Last day for the governing body of a political subdivision to deliver notice of the election to the county clerk/elections administrator and voter registrar of each county in which the political subdivision is wholly or partly located. (Sec. 4.008).

Deadline to notify Contracting Officer via email of the following items:

- whether or not Political Subdivision has a **contested election**.
- **candidate names**, including **write-in candidates**.
- any **candidate withdrawals or election cancellation**.
- **order of candidates on ballot**. (We prefer to receive it sooner if it is available.)
- **Spanish translations** of all ballot titles, contests, and ballot language.
- **phonetic pronunciations** of all candidate names which will be used for the ballot audio recording.

### **60th day before Election Day - Continued**

Deadline to **cancel election** and incur **no fees** under the Election Services Agreement.

Deadline to receive executed **Election Services Agreement** by mail, personal delivery, or email.

Deadline to receive copy of **Order of Election**.

Contracting Officer contact information:

Email: [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us)

Mail: P. O. Box 1151, Beaumont, TX 77704-1151

Hand Delivery: 1085 Pearl Street, First Floor, Beaumont, Texas 77701

If additional time is needed because of meeting schedules, please notify us.

**\*\*Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The parties must adhere to deadlines of 24 hour turnaround time, even if they occur during Spring Break, in order for our office to meet the State and Federal deadlines to mail military and overseas ballots.\*\***

### **45th day before Election Day**

Deadline to mail ballots to military or overseas voters who submitted their ballot request via a federal postcard application (FPCA) or via a standard application for ballot by mail and indicated that they are outside the United States. Ballots must be mailed by this date or the 7th day after the clerk receives the application. If the early voting clerk cannot meet this 45th-day deadline, the clerk must notify the Secretary of State within 24 hours. (Sec. 86.004(b)).

### **30th day before Election Day**

Last day to register to vote or make a change of address effective for the election. (Secs. 13.143, 15.025).

First day of period during which notice of election must be published if the method of giving notice is **not** specified by a law outside the Election Code, and **publication** is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

### **21st day before Election Day**

Last day to post notice of election on bulletin board used for posting notices of meetings of governing body. (Sec. 4.003(b)). A [Record of Posting Notice of Election \(PDF\)](#) should be completed at the time of posting. (Sec. 4.005).

### **15th day before Election Day**

First day to vote early in person. (Sec. 85.001(a)).

**NOTE - Political Subdivisions Other than Cities and Counties:** Early voting in person must be conducted at least eight (8) hours each weekday that is not a legal state holiday unless the political subdivision has fewer than 1,000 registered voters, in which case early voting in person must be conducted at least three (3) hours per day. (Sec. 85.005(b)).

**NOTE - Cities and counties:** Early voting in person must be conducted on the weekdays of the early voting period and during the hours that the county clerk's or city secretary's main business office is regularly open for business. (Sec. 85.005(a)). However, because cities and counties must have office hours for election-related business at least three (3) hours every business day for this type of election, we harmonize these requirements with the result that, if a city or county is not regularly open for business on one or more weekdays, on those "closed" days, a city or county must conduct early voting for at least three (3) hours a day at the main early voting location (except for a city's two 12-hour days, when it must be open for the full 12 hours).

**NOTE - Cities:** Cities **must** choose two (2) weekdays for the main early voting polling place location to be open for 12 hours during the regular early voting period. City council must choose the two weekdays. (Sec. 85.005(d)).

**NOTE - Independent School Districts:** Despite the change in state law that allows an ISD to be closed on school holidays during the mandatory office hours period, you are **required** to be open during the entire early voting period, except on legal state and national holidays.

**NOTE - Joint Elections:** If entities are conducting early voting by personal appearance jointly, we *recommend* a unified schedule covering all requirements; i.e., no entity's requirements should be neglected or subtracted as a result of a joint agreement.

### **10th day before Election Day**

Last day of period during which notice of election must be published if method of giving notice is not specified by a law outside the Election Code and publication is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by a commissioners court or by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Sects. 4.003(c) and (d)).

Last day to mail a copy of the notice of election to each registered voter in the county if method of giving notice is not specified by a law outside the Election Code and this method of giving notice is selected. (Sects. 1.006, 4.003(a)(3)).

**Cities and Counties – Weekend Early Voting Hours - Notice Requirement:** Last day to post notice on bulletin board used for posting notice of city council or commissioners court, if early voting will be conducted on Saturday (Sec. 85.007). Notice must be posted at least 72 hours before early voting begins on a Saturday or Sunday. Notice must also be posted to the political subdivision's website, if one is maintained.

**NOTE - NEW LAW:** Section 85.007, as amended by House Bill 2721 (2015), requires that the election notice, which includes the days and hours of early voting be posted on the political subdivision's website, if the political subdivision maintains a website.

**4th day before Election Day**

Last day to vote early by personal appearance. (Sec. 85.001(a)).

**Election Day**

Polls open 7:00 A.M. – 7:00 P.M.

**30 days from date of final invoice**

Pay balance due for election services. Please make checks payable to:

Jefferson County Treasurer

P O Box 1151,

Beaumont, Texas 77704-1151

## EXHIBIT D

## CONTRACT COSTS

<b>Voting Equipment</b>	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00

<b>Communication Devices</b>	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00

<b>Mandatory Signs</b>	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00

<b>PROGRAMMING</b>	<b>COUNTY COST</b>
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00

<b>BALLOT PRINTING</b>	<b>COUNTY COST</b>
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06

<b>SUPPLIES</b>	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16



**JOINT ELECTION AGREEMENT AND  
ELECTION SERVICES CONTRACT  
BETWEEN JEFFERSON COUNTY  
AND Port Neches-Groves Independent School District**

This agreement made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Carolyn Guidry, County Clerk, and Port Neches-Groves Independent School District** hereinafter referred to as "Political Subdivision", acting herein by and through its Executive Board.

**WHEREAS**, Political Subdivision is required to conduct an election on **November 3, 2020**;

**THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT** is made this 13 day of July, 2020, by and between the Political Subdivision of **Port Neches-Groves Independent School District**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Carolyn Guidry**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its November 3, 2020, Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
  - (a) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Commissioner's Court to conduct county elections required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.

- (b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and Election Day officials of the date, time and place thereof.
- (c) Arrange for the use of early voting locations per the attached Exhibit A – Early Voting Locations and Election Day polling locations per the attached Exhibit B – Election Day Vote Centers. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.
- (d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.
- (e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for this Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.
- (g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.
- (h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.
- (i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.
- (j) Provide information services for voters and election officers.
- (k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.
- (l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the Election Services Contract

aforementioned for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

**3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION.** Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Political Subdivision Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract Agreement with Jefferson County Clerk for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code as listed on **Exhibit A – Early Voting Locations**. Political Subdivision shall adopt the Election Day Vote Center polling locations on the attached **Exhibit B – Election Day Vote Centers** for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision on early voting times and places and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and Election Services Contract

programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the attached Exhibit C- CALENDAR

(f) Deliver to Contracting Officer, according to the attached Exhibit C - CALENDAR, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed according to attached schedule on Exhibit D – Contract Costs and a detailed bill will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on November 3, 2020.

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

(a) Costs for early voting, election day, equipment delivery, supplies and mail ballots, including payroll and equipment leasing, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according

to the number of voting precincts within each political subdivision. Equipment leasing costs are listed on **Exhibit D – Contract Costs.**

(b) Costs for ballot programming will be paid by each political subdivision for the number of election contests each has on the ballot according to costs as listed on **Exhibit D – Contract Costs.**

## 5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the CALENDAR without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the CALENDAR is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10<sup>th</sup> day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such

arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60<sup>th</sup> day before Election Day. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

## **6. DISPUTE RESOLUTION PROCEDURE**

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180<sup>th</sup> day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

## **7. ENTIRE AGREEMENT/AMENDMENT**

This Agreement constitutes the entire agreement between City of Groves and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

## **8. NOTICES**

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

## Port Neches-Groves Independent School District:

Dr. Mike Gonzales  
620 Avenue C  
Port Neches, TX 77651

JEFFERSON COUNTY: Carolyn L. Guidry, County Clerk  
P. O. Box 1151  
Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 13 day of July, 2020.

## Port Neches-Groves Independent School District

By: Mike Gonzales —  
Dr. Mike Gonzales  
Title: Superintendent

Attest: Cheryl Spurlock  
(seal)

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 11<sup>th</sup> day of August, 2020.

## Jefferson County, Texas

By: Jeff D. Branick  
Name: Jeff Branick  
Title: County Judge



By: Carolyn L. Guidry  
Name: Carolyn L. Guidry  
Title: County Clerk

Attest: John Ward, Chief Deputy

## EXHIBIT A

***NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR  
November 3, 2020, GENERAL AND JOINT ELECTION***  
***(Aviso de localizaciones y horas para elecciones adelantadas de Noviembre 3, 2020  
Elecciones General y Conjunta)***

Early Voting by personal appearance will be conducted at the following dates and times:  
*(La votación adelantada en persona se llevará a en las siguientes fechas y horarios:)*

**EARLY VOTING LOCATIONS:**

(Localizaciones de Votación Adelantada):

<b>Beaumont Courthouse-Main location</b>	<b>1001 Pearl St., Beaumont, Texas</b>
<b>Port Arthur Sub-Courthouse</b>	<b>525 Lakeshore Dr., Port Arthur, Texas</b>
<b>Rogers Park Recreation Center</b>	<b>6540 Gladys, Beaumont, Texas</b>
<b>Port Arthur Library</b>	<b>4615 Ninth Ave, Port Arthur, Texas</b>
<b>Theodore Johns Library</b>	<b>4255 Fannett Rd., Beaumont, Texas</b>
<b>John Paul Davis Community Center</b>	<b>3580 E Lucas, Beaumont, Texas</b>
<b>Marion &amp; Ed Hughes Public Library</b>	<b>2712 Nederland Ave., Nederland, Texas</b>
<b>Groves Recreation Center</b>	<b>6150 39<sup>th</sup> Street, Groves, Texas</b>
<b>Effie &amp; Wilton Hebert Library</b>	<b>2025 Merriman St., Port Neches, Texas</b>
<b>J.P. Pct. 4 Bldg. (Judge Chesson's Courtroom)</b>	<b>19217 FM 365, Beaumont Texas</b>
<b>Precinct One Service Center</b>	<b>20205 W. Hwy. 90, China, Texas</b>

**DATES AND HOURS FOR ALL ABOVE LOCATIONS:**

(Fechas y Horas para todas las localizaciones anteriores):

<b>October 13 - 16</b> <i>(Octubre 13 - 16)</i>	<b>Tuesday - Friday</b> <i>(Martes - Viernes)</i>	<b>8:00 a.m. - 5:00 p.m.</b>
<b>October 19 - 23</b> <i>(Octubre 19 - 23)</i>	<b>Monday - Friday</b> <i>(Lunes - Viernes)</i>	<b>8:00 a.m. - 5:00 p.m.</b>
<b>October 24</b> <i>(Octubre 24)</i>	<b>Saturday</b> <i>(Sábado)</i>	<b>8:00 a.m. - 5:00 p.m.</b>
<b>October 25</b> <i>(Octubre 25)</i>	<b>Sunday</b> <i>(Domingo)</i>	<b>12:00 p.m. - 5:00 p.m.</b>
<b>October 26 – October 30</b> <i>(Octubre 26- Octubre 30)</i>	<b>Monday – Friday</b> <i>(Lunes – Viernes)</i>	<b>7:00 a.m. - 7:00 p.m.</b>

## EXHIBIT B - ELECTION DAY VOTE CENTERS

Precincts	Election Day Polling Places	ADDRESS (Dirección)	City, State, Zip code
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks City Hall	13560 River Oaks Blvd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	New Light Church**	3780 Crow Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Central Gardens Fire Station	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library	5600 West	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	Jefferson County ESD #4	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX 77651
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	Zion Hill Baptist Church**	5848 Roosevelt Ave.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Port Acres Elementary**	6301 Pat Ave	Port Arthur, TX 77640
ALL (todos)	O W COLLINS RETIREMENT	4440 GULFWAY DR.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Library**	4615 9th Ave	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Sam Houston Elementary	3245 36th St	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Lamar University Montagne Center,	4401 S. MLK PKWY	Beaumont, TX 77705
ALL (todos)	Hamshire-Fannett High School	12702 2nd St	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705
	**Location Change		

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**EXHIBIT C**  
**CALENDAR**

The Political Subdivision agrees that timing is critical, and lack of adherence to this CALENDAR without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Contract.

**School Districts must adhere to all deadlines, even if on Spring Break.**

Please refer to the Texas Secretary of State's website for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity. Please comply with all orders, postings and notices as required for your Political Subdivision. Contracting Officer will provide the publication of one Notice of Public Test in English and Spanish.

**SEPTEMBER 1, 2020**

Prior to September 1, 2020, each Political Subdivision is responsible for validating with the Voter Registrar that the boundaries for their voting precincts are correct and supplying the Contracting Officer with a map of such boundaries.

**68<sup>th</sup> day before Election Day**

Recommended date to conduct ballot position drawing.

Notice of ballot position drawing must be posted for 72 hours immediately preceding time of drawing.

**\*\*Please schedule ballot drawing as soon as possible and email the BALLOT FORMAT AND ORDER OF CANDIDATES ON BALLOT to Contracting Officer at [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us).\*\***

**60th day before Election Day**

Last day for the governing body of a political subdivision to deliver notice of the election to the county clerk/elections administrator and voter registrar of each county in which the political subdivision is wholly or partly located. (Sec. 4.008).

Deadline to notify Contracting Officer via email of the following items:

- whether or not Political Subdivision has a **contested election**.
- **candidate names**, including **write-in candidates**.
- **any candidate withdrawals or election cancellation**.

- **order of candidates on ballot.** (We prefer to receive it sooner if it is available.)
- **Spanish translations** of all ballot titles, contests, and ballot language.
- **phonetic pronunciations** of all candidate names which will be used for the ballot audio recording.

#### **60th day before Election Day - Continued**

Deadline to **cancel election** and incur **no fees** under the Election Services Agreement.

Deadline to receive executed **Election Services Agreement** by mail, personal delivery, or email.

Deadline to receive copy of **Order of Election**.

Contracting Officer contact information:

Email: [guidry@co.jefferson.tx.us](mailto:guidry@co.jefferson.tx.us)

Mail: P. O. Box 1151, Beaumont, TX 77704-1151

Hand Delivery: 1085 Pearl Street, First Floor, Beaumont, Texas 77701

If additional time is needed because of meeting schedules, please notify us.

**\*\*Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The parties must adhere to deadlines of 24 hour turnaround time, even if they occur during Spring Break, in order for our office to meet the State and Federal deadlines to mail military and overseas ballots.\*\***

#### **45th day before Election Day**

Deadline to mail ballots to military or overseas voters who submitted their ballot request via a federal postcard application (FPCA) or via a standard application for ballot by mail and indicated that they are outside the United States. Ballots must be mailed by this date or the 7th day after the clerk receives the application. If the early voting clerk cannot meet this 45th-day deadline, the clerk must notify the Secretary of State within 24 hours. (Sec. 86.004(b)).

#### **30th day before Election Day**

Last day to register to vote or make a change of address effective for the election. (Secs. 13.143, 15.025).

First day of period during which notice of election must be published if the method of giving notice is **not** specified by a law outside the Election Code, and **publication** is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

**21st day before Election Day**

Last day to post notice of election on bulletin board used for posting notices of meetings of governing body. (Sec. 4.003(b)). A Record of Posting Notice of Election (PDF) should be completed at the time of posting. (Sec. 4.005).

**15th day before Election Day**

First day to vote early in person. (Sec. 85.001(a)).

**NOTE - Political Subdivisions Other than Cities and Counties:** Early voting in person must be conducted at least eight (8) hours each weekday that is not a legal state holiday unless the political subdivision has fewer than 1,000 registered voters, in which case early voting in person must be conducted at least three (3) hours per day. (Sec. 85.005(b)).

**NOTE - Cities and counties:** Early voting in person must be conducted on the weekdays of the early voting period and during the hours that the county clerk's or city secretary's main business office is regularly open for business. (Sec. 85.005(a)). However, because cities and counties must have office hours for election-related business at least three (3) hours every business day for this type of election, we harmonize these requirements with the result that, if a city or county is not regularly open for business on one or more weekdays, on those "closed" days, a city or county must conduct early voting for at least three (3) hours a day at the main early voting location (except for a city's two 12-hour days, when it must be open for the full 12 hours).

**NOTE - Cities:** Cities **must** choose two (2) weekdays for the main early voting polling place location to be open for 12 hours during the regular early voting period. City council must choose the two weekdays. (Sec. 85.005(d)).

**NOTE - Independent School Districts:** Despite the change in state law that allows an ISD to be closed on school holidays during the mandatory office hours period, you are **required** to be open during the entire early voting period, except on legal state and national holidays.

**NOTE - Joint Elections:** If entities are conducting early voting by personal appearance jointly, we *recommend* a unified schedule covering all requirements; i.e., no entity's requirements should be neglected or subtracted as a result of a joint agreement.

**10th day before Election Day**

Last day of period during which notice of election must be published if method of giving notice is not specified by a law outside the Election Code and publication is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by a commissioners court or by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

Last day to mail a copy of the notice of election to each registered voter in the county if method of giving notice is not specified by a law outside the Election Code and this method of giving notice is selected. (Secs. 1.006, 4.003(a)(3)).

**Cities and Counties – Weekend Early Voting Hours - Notice Requirement:** Last day to post notice on bulletin board used for posting notice of city council or commissioners court, if early voting will be conducted on Saturday (Sec. 85.007). Notice must be posted at least 72 hours before early voting begins on a Saturday or Sunday. Notice must also be posted to the political subdivision's website, if one is maintained.

**NOTE - NEW LAW:** Section 85.007, as amended by House Bill 2721 (2015), requires that the election notice, which includes the days and hours of early voting be posted on the political subdivision's website, if the political subdivision maintains a website.

**4th day before Election Day**

Last day to vote early by personal appearance. (Sec. 85.001(a)).

**Election Day**

Polls open 7:00 A.M. – 7:00 P.M.

**30 days from date of final invoice**

Pay balance due for election services. Please make checks payable to:

Jefferson County Treasurer  
P O Box 1151,  
Beaumont, Texas 77704-1151

## EXHIBIT D

## CONTRACT COSTS

<b>Voting Equipment</b>	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00

<b>Communication Devices</b>	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00

<b>Mandatory Signs</b>	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00

<b>PROGRAMMING</b>	<b>COUNTY COST</b>
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00

<b>BALLOT PRINTING</b>	<b>COUNTY COST</b>
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06

<b>SUPPLIES</b>	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16



# Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

§

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 11th day of August, 2020, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Resolution was adopted:

**WHEREAS**, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on March 13, 2020; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the COVID-19 PANDEMIC and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

**NOW THEREFORE, BE IT RESOLVED** that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on March 13, 2020.

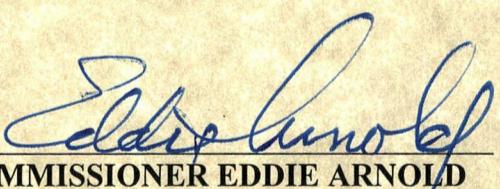
SIGNED this 11th day of August, 2020.

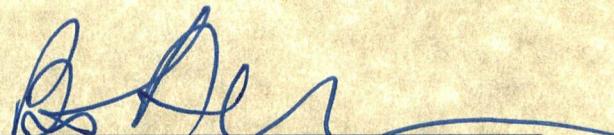
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ABSENT

**JUDGE JEFF R. BRANICK**

County Judge

  
**COMMISSIONER EDDIE ARNOLD**  
 Precinct No. 1

  
**COMMISSIONER BRENT A. WEAVER**  
 Precinct No. 2

  
**COMMISSIONER MICHAEL S. SINEGAL**  
 Precinct No. 3

  
**COMMISSIONER EVERETTE D. ALFRED**  
 Precinct No. 4





## PROCLAMATION

STATE OF TEXAS § COMMISSIONERS' COURT  
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 11th day of August, 2020, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Proclamation was adopted:

## PIONEERING WOMEN

**WHEREAS**, Pioneering Women is a grass-roots organization founded to enhance the lives of women, and its mission is to motivate, educate, activate and uplift women for the betterment of humanity; and

**WHEREAS**, the year 2020, is “Women’s Suffrage Centennial Celebration - The Rise of Women” – Celebrating the 19<sup>th</sup> Amendment Day” commemorating the 100<sup>th</sup> Anniversary of the ratification of the 19<sup>th</sup> Amendment to the U.S. Constitution, which guarantees women the right to vote. Achieving this milestone required a lengthy and difficult struggle; and the victory took decades of agitation and protest; and

**WHEREAS**, this milestone is something many of us take for granted today with our busy schedules, Pioneering Women is dedicated to honoring the legacy of those past pioneers and spotlighting the contributions of present-day pioneers in our community; and

**WHEREAS**, the “Celebrating of the 19<sup>th</sup> Amendment” honoree luncheon, will celebrate seven (7) extraordinary women for their dedication and contributions to their professions and our communities; Jane Ann Kemplay, Felicia Young, Gwendolyn Lacy, Kara Hawthorne, Lubna Elahi, Gabriela Carugno and Denise Wallace-Spooner; and

**WHEREAS**, Pioneering Women financially supports many non-profit organizations in the community as well as provide students of higher learning textbooks, 2<sup>nd</sup> Chances to students seeking high school equivalency with GED tests and supporting Women in Crisis.

**THEREFORE, NOW BE IT RESOLVED** by the Commissioners Court of Jefferson County, Texas that in honor and recognition of the 100<sup>th</sup> Anniversary of the 19<sup>th</sup> Amendment and all women in our community living the legacy, do hereby declare the Year 2020, as "Women's Suffrage Centennial Celebration – The Rise of Women" - Celebrating the 19<sup>th</sup> Amendment."

Signed this 11th day of August, 2020.

ABSENT

**JUDGE JEFF R. BRANICK**  
**County Judge**

**COMMISSIONER EDDIE ARNOLD**  
**Precinct No. 1**

**COMMISSIONER BRENT A. WEAVER  
Precinct No. 2**

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**BRANICK**  
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**COMMISSIONER MICHAEL S. S.**  
Precinct No. 3

**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4

**AGENDA ITEM****August 11, 2020**

Receive and file executed Property Tax Abatement between Jefferson County and Emerald Biofuels pursuant to Texas Tax Code Sec. 312.401.



**STATE OF TEXAS**  
**COUNTY OF JEFFERSON**

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE  
REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Emerald Biofuels (hereinafter sometimes referred to as "Emerald" or "OWNER").

## 1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Emerald Biofuels Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated April 14, 2020 (hereinafter referred to as the "REINVESTMENT ZONE"; and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new Coker and Sulfur Unit and related improvements (hereinafter referred to collectively as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

## **2. AUTHORIZATION**

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE EMERALD BIOFUELS REINVESTMENT ZONE.**

## **3. DEFINITIONS**

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not

integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

“Payment in Lieu of Taxes”. If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

#### 4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2024 and shall terminate on December 31, 2029, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2020, this AGREEMENT shall be null and void.

#### 5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule," OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the second quarter, 2023, maintain a level of not less than 40 new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of January 1, 2024 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 40 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 40 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

$A1 = \text{initial Abatement \$s}$   
 $A2 = \text{revised Abatement \$s}$   
 $E1 = \underline{40} \text{ full-time jobs}$   
 $E2 = \text{revised employee count}$   
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$330 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;

- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
  - i. "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.
  - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
  - iii. OWNER agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;

h. OWNER will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and

j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:

- i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
- ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
- iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
- iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of

HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREE Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

- o. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.
- p. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

## **6. VALUE OF ABATEMENT**

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

## **7. QUARTERLY MONITORING MEETINGS**

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

## **8. TAXABILITY**

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

## **9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE**

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2020 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1<sup>st</sup> of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty

improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

#### **10. POLLUTION CONTROL EXEMPTION**

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

#### **11. EVENT OF DEFAULT**

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to

instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

## **12. RECAPTURE OF TAXES**

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

## **13. TERMINATION**

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above..

## **14. ASSIGNMENT**

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for

the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

### **15. ENTIRE AGREEMENT**

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

### **16. SUCCESSORS AND ASSIGNS**

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

### **16. NOTICE**

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

---

**OWNER:** Emerald Biofuel, LLC  
Howard Jensen  
P.O. Box 318  
Lake Wynoka, OH 45171

---

**COUNTY:** Hon. Jeff R. Branick, County Judge  
Jefferson County Texas  
P.O. Box 4025  
Beaumont, Texas 77704  
(409) 835-8466  
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney  
Criminal District Attorney

1149 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, Texas 77701  
(409) 835-8550  
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,  
First Assistant: Staff Attorney  
Jefferson County Courthouse  
P. O. Box 4025,  
Beaumont, Texas 77704  
(409) 835-8466  
(409) 839-2311 (facsimile)

## **17. MERGER**

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

## **18. INTERPRETATION**

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

## **19. APPLICABLE LAW AND VENUE**

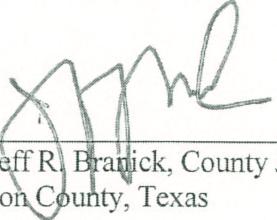
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

## **20. SEVERABILITY**

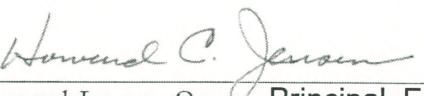
In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 4<sup>th</sup> day of August, 2020

**FOR THE COUNTY:**

  
Hon. Jeff R. Branick, County Judge  
Jefferson County, Texas

**FOR OWNER:**

  
Howard Jensen, Owner Principal, Emerald Biofuels, LLC

**EXHIBIT A "Description of Project"**

The proposed project is a facility to CONSTRUCT:

Any additional description you desire:

Significant components of the facility would include:

**“Tax Abatement Schedule”**

<b>Tax Year</b>	<b>Abatement Percentage</b>
1 2024	90%
2 2025	90%
3 2026	90%
4 2027	90%
5 2028	90%
6 2029	90%

**EXHIBIT B “Base Year Property”**

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

**EXHIBIT C – “Reinvestment Zone Order”**

**EXHIBIT D – “List of HUB/ DBE Companies”**

**Property Owner may acknowledge the County has previously provided this.**

**Exhibit “E”**

### **Jefferson County Abatement Policy**

**It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.**

### **EXHIBIT "F" - AFFILIATES OF OWNER**





# TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 11/18/2019 - 11/17/2020

Hon. Allison N. Getz  
Tax Assessor-Collector  
Jefferson County  
PO Box 2112  
Beaumont, TX 77704-2112

ID: 239274  
Phone: (409) 835-8516  
Fax:  
Enrolled Date: 11/18/2014

Date	Description	Earned Hours
11/18/2019	Excess hours carried from 2019	10.00
06/05/2020	Truth-in-Taxation (TNT) Webinar	2.00
06/10/2020	Special Inventory Taxation (SIT)	2.00
06/10/2020	Leadership	4.00
06/11/2020	Ethics for County Tax Assessor-Collectors	2.00
<b>Total Hours for Year:</b>		<b>20.00</b>

**You have met your education requirements for this reporting period 11/18/2019 - 11/17/2020.**

**Texas Property Tax Code § 6.231**

- (a) A county assessor-collector must successfully complete 20 hours of continuing education before each anniversary of the date on which the county assessor-collector takes office. The continuing education must include at least 10 hours of instruction on laws relating to the assessment and collection of property taxes for a county assessor-collector who assesses or collects property taxes.
- (d) A county assessor-collector shall file annually a continuing education certificate of completion with the commissioners' court of the county in which the county assessor-collector holds office.

**Jefferson County District Clerk**  
**Jamie Smith**



## **2021 DISTRICT CLERK RECORDS ARCHIVE PLAN**

### **I. BACKGROUND AND PURPOSE**

The District Clerk's office maintains millions of records dating back from the mid 1800's to present. These records are on various forms of medium ranging from hard bound binders, roll film and micro fiche, as well as original paper documents. In the year 2000 our office began the process of using scanned imaging. Efile has been mandated in Civil, Criminal and Family Law filings. Imaged records are accessible to law firms through our website online documents and the public through our public terminals in the District Clerk's office.

In 2016 we began outsourcing some civil files to be imaged for archival purposes. Our paper file inventory consists of 196,447 cases dating from 1992 to present. There remains over 25 years of back file scanning that needs to be imaged for archival purposes.

### **II. AUTHORITY**

The responsibilities of the District Clerk and their authority to govern the records of the Jefferson County District Courts are established by the Texas Government Code. The Texas State Library and Archives Commission, Schedule DC – Records Retention, establishes the retention period for all documents maintained by the District Clerk. The Jefferson County District Clerk is the Records Management Officer for all records of the District Courts of Jefferson County, Texas.

### **III. 2020 DESIGNATION OF COURT DOCUMENTS**

Pursuant to the Texas Government Code, Chapter 51, Section 305, the District Clerk hereby designates that in lieu of filing records control schedules, we have adopted records control schedules that comply with minimum requirements established on records retention schedules issued by the Texas State Library and Archives Commission for use in our records management program. In doing so, I also certify that the administrative rules for electronic records, adopted by the commission under Local Government Code 205.003(a) will be followed for records subject to the rules. For the purpose of this section the following documents constitute the Jefferson County District Courts Records Archive:

#### **A. Civil and Tax Courts**

Civil Court Dockets (1844 - 1984)  
 Civil Court Indexes (1844 - 1984)  
 Civil Court Minute Books (1844 – 1984)  
 Civil Court Minutes Film/Paper Source (1984 – Present)  
**Civil Court Case Filings Paper Source (1988 – Present)**  
 Execution Docket Books (1850 – 2004)  
 Executions and Orders of Sale Civil and Tax (1850 – 2004)  
 Tax Court Minute Books (1903 – 1967)  
**Tax & Court Case Filings Paper Source (1992 – Present)**  
**Civil filings paper source = 41,368**

#### **B. Criminal Courts**

Criminal Court Indexes (1904 – 1985)  
 Criminal Court Minute Books (1929 -1987)  
**Criminal Court Case Filings Paper Source (1996 – Present)**  
**Criminal filings paper source = 66,085**

#### **C. Family Courts**

Family Court Case Files:  
 - Adoptions  
 - Name Change Petitions  
 - Paternity Suits  
 - Voluntary Legitimating Petitions and Statements  
 Family Court Dockets (1844 – 1984)  
 Family Court Indexes (1844 – 1984)  
 Family Court Minute Books (1894 – 1988)  
**Family Court Case Filings Paper Source (1992 – Present)**  
**Family Court filings paper source = 83,750**

#### **D. Juvenile Courts**

Juvenile Case Files:  
 - Adoption  
 - Paternity Suits (Adjudicating parentage)  
 - Name Change Petitions  
 - Voluntary Legitimating Petitions and Statement  
 Juvenile Court Dockets  
 Juvenile Court Minute Books (1910 – 1964)  
 Juvenile Court Indexes (1964 – 1985)  
**Juvenile Court Case Filings Paper Source (1998 – Present)**  
**Juvenile court filings paper source = 5,244**

## **IV. GOAL**

The goal is to preserve, reproduce and archive all paper documents, regardless of type, as efficiently as possible. To complete our efforts toward electronic storage of all case files, we envision using computers to access all records with a view to the future of using the computers entirely for court activity. In addition to preserving the documents, the images will be added to our existing imaging system and improve customer service. Additionally, significant space savings will be realized once paper documents are destroyed.

It is the intent to use a portion of the Records Archive SB1685 fund balance for archiving seminars, archiving equipment and continuing a back file scan projects.

## **V. FUNDING**

### **Projected Annual Revenue (SB1685) Based on FY 2019 – 2020 filing figures**

YEAR	Beginning Fund Balance	Estimated Revenues	Estimated Expenditures	Estimated Ending FB
FY 2019	\$30,427	\$30,075	<b>\$25,145</b> <i>Data Bank Project</i> <i>\$20,000</i> <i>Equipment &amp; Maintenance</i> <i>\$3945</i> <i>Archive Seminars</i> <i>\$1200</i>	\$ 35,357
FY 2020	\$49,868	\$35,200	<b>\$24,235</b> <i>Data Preservation Solutions Project</i> <i>Equipment Maintenance</i> <i>\$3035</i> <i>Archive Seminars</i> <i>\$1200</i>	\$ 60,833
FY 2021	\$60,833	\$25,100	<b>\$58,410</b> <i>\$13,675 DPS Project</i> <i>Carryover Equipment Maintenance</i> <i>\$3035</i> <i>Kofile Book Preservation</i> <i>\$40,500</i> <i>Archive Seminars</i> <i>\$1200</i>	\$ 27,523

**Western Micrographics & Imaging Systems, Inc.**  
**11665 Fuqua Ste. C308**  
**Houston, Texas 77034**  
**281-481-8833**  
**Fax 281-481-8838**

## Equipment Service Contract

Charge To:

Name: Jefferson County  
Address: 1085 Pearl St. Rm. 203  
City: Beaumont, Texas 77701  
Attn: Dolly Rush

**Installed At:**

Name: District Clerks Office  
Address: 1085 Pearl St. Rm. 203  
City: Beaumont, Texas 77701  
Attn: Christina Clubb

## Terms of Agreement

**Parts Replacement:** Parts replaced at time of service call will be replaced at no charge. All supply items, lamps, consumables and other glass items will be charged to the customer.

**Labor:** Repair service will be supplied at no charge upon customer request during regular service hours. All service required after hours will be charged to the customer at an additional rate.

**Other Terms:** Equipment service contract does not include equipment rebuilding or reconditioning. Equipment damaged by misuse will not be covered under contract. Equipment damage caused by movers/moving.

**Cancellation:** Equipment service contract may be cancelled by customer or Western Micrographics & Imaging Systems, Inc. upon 30 days prior written notice. Contract may be cancelled by Western Micrographics & Imaging Systems, Inc. if payment is not received by due date.

**Taxes:** Please note that sales, use, or other taxes measured by sales or receipts are not included in the prices shown by where applicable will be added to your invoice if a valid exemption certificate is not furnished.

**Customer acknowledges that prior to signing this contract he or she has read and has agreed to the terms stated. Please return signed contract to be invoiced.**

AFI

Dan Shearer D Shearer  
Western Representative

5-15-20  
Date

Firm Name	Signature and Title	Date

**Original Copy**

**Western Micrographics & Imaging Systems, Inc.**  
**11665 Fuqua Ste. C308**  
**Houston, Texas 77034**  
**281-481-8833**  
**Fax 281-481-8838**

**Equipment Service Contract**

**Charge To:**

Name: Jefferson County  
 Address: 1085 Pearl St. Rm. 203  
 City: Beaumont, Texas 77701  
 Attn: Dolly Rush

**Installed At:**

Name: District Clerks Office  
 Address: 1085 Pearl St. Rm. 203  
 City: Beaumont, Texas 77701  
 Attn: Christina Clubb

Description		Serial Number	Unit Price
Canon MP60 Reader/Printers		10273710	\$750.00
		10273711	\$750.00
Effective Date	Expiration Date		P.O. Number
11/19/2020	11/19/2021		

**Terms of Agreement**

**Parts Replacement:** Parts replaced at time of service call will be replaced at no charge. All supply items, toner/ink, lamps, consumables and other glass items will be charged to the customer.

**Labor:** Repair service will be supplied at no charge upon customer request during regular service hours. All service required after hours will be charged to the customer at an additional rate.

**Other Terms:** Equipment service contract does not include equipment rebuilding or reconditioning. Equipment damaged by misuse will not be covered under contract. Equipment damage caused by movers/moving.

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Dan Shearer  
 Western Representative

5-15-20  
 Date

Firm Name	Signature and Title	Date

Original Copy

**Western Micrographics & Imaging Systems, Inc.**  
**11665 Fuqua Ste. C308**  
**Houston, Texas 77034**  
**281-481-8833**  
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**Equipment Service Contract**

**Charge To:**

Name: Jefferson County  
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 City: Beaumont, Texas 77701  
 Attn: Dolly Rush

**Installed At:**

Name: District Clerks Office  
 Address: 1085 Pearl St. Rm. 203  
 City: Beaumont, Texas 77701  
 Attn: Christina Clubb

Description		Serial Number	Unit Price
Minolta MS6000 with Zoom Lens		727911022016	\$740.00
UC 2 carrier		62010306	
Minolta MSP3000 printer		31183386	
Effective Date	Expiration Date		P.O. Number
12/1/2020	12/1/2021		

**Terms of Agreement**

**Parts Replacement:** Parts replaced at time of service call will be replaced at no charge. All supply items, lamps, consumables and other glass items will be charged to the customer.

**Labor:** Repair service will be supplied at no charge upon customer request during regular service hours. All service required after hours will be charged to the customer at an additional rate.

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Dan Shearer  
 Western Representative

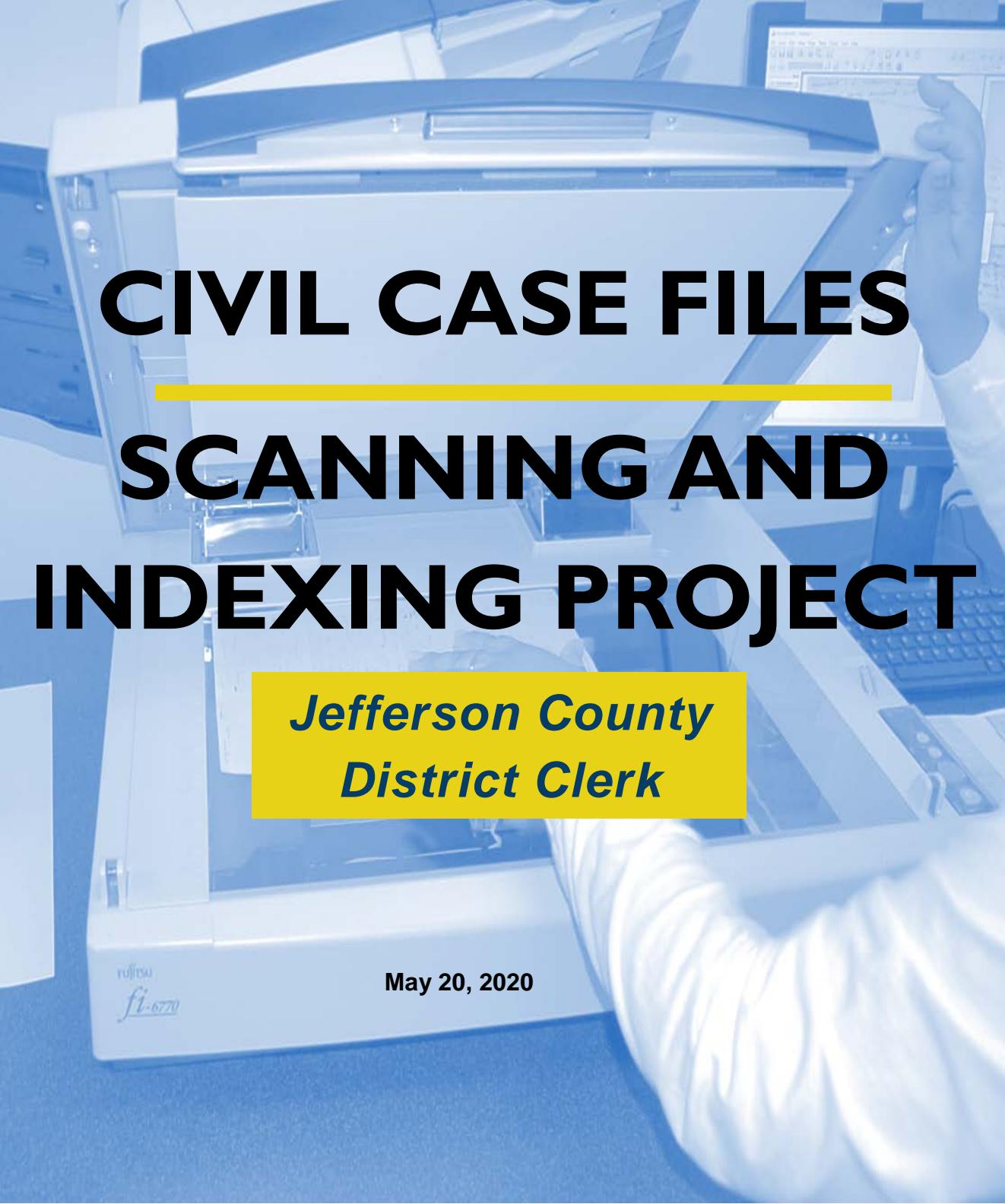
5-15-20  
 Date

Firm Name	Signature and Title	Date

Original Copy



Capturing History....  
Defining the Future

A blue-tinted photograph of a document scanner. A person's hands are visible on the right, operating the machine. The brand name 'rufisu' and model 'fi-6770' are printed on the front of the scanner.

# **CIVIL CASE FILES**

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# **SCANNING AND**

# **INDEXING PROJECT**

*Jefferson County  
District Clerk*

**May 20, 2020**



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**DIR Contract No. DIR-TSO-4038**

## CIVIL CASE FILE SCANNING AND INDEXING PROJECT

*Jefferson County District Clerk*

# PROJECT OVERVIEW

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This project addresses the scanning and indexing of Civil Case Files. This proposal includes scanning and digital imaging, image enhancements, and QC of all images. After QC of the records our staff will start the process of match and merge indexing of the Case Files. Data Preservation Solutions (DPS) will provide all the crucial services to deliver these records in a final format that can be uploaded into the County Clerk's repository, or onto an external drive. This Statement of Work serves as a base-line for an imaging, indexing services contract for Jefferson County District Clerks' Office.

This SOW describes the work that DPS is responsible for implementing. Upon contract signing, a project schedule will be developed between DPS and the County. The project is forecasted to begin in Budget year 2021 and continue through the final delivery of 95 Case File boxes. DPS anticipates the initial imaging and indexing project to be completed over the course of 3-4 months.

# CIVIL CASE FILE SCANNING AND INDEXING PROJECT

## *Jefferson County District Clerk*

## I. BOOK SCANNING/INDEXING PROCESS

## DETAIL OF SERVICES

Before your books/documents leave your premises, Data Preservations Solutions has steps in place to ensure that your irreplaceable information is well-cared for. These procedures also ensure that we can track your files all the way through the preservation process and report that information back to you, if/when requested.

## 1. Inventory List completed by one of our Senior Sales Consultants

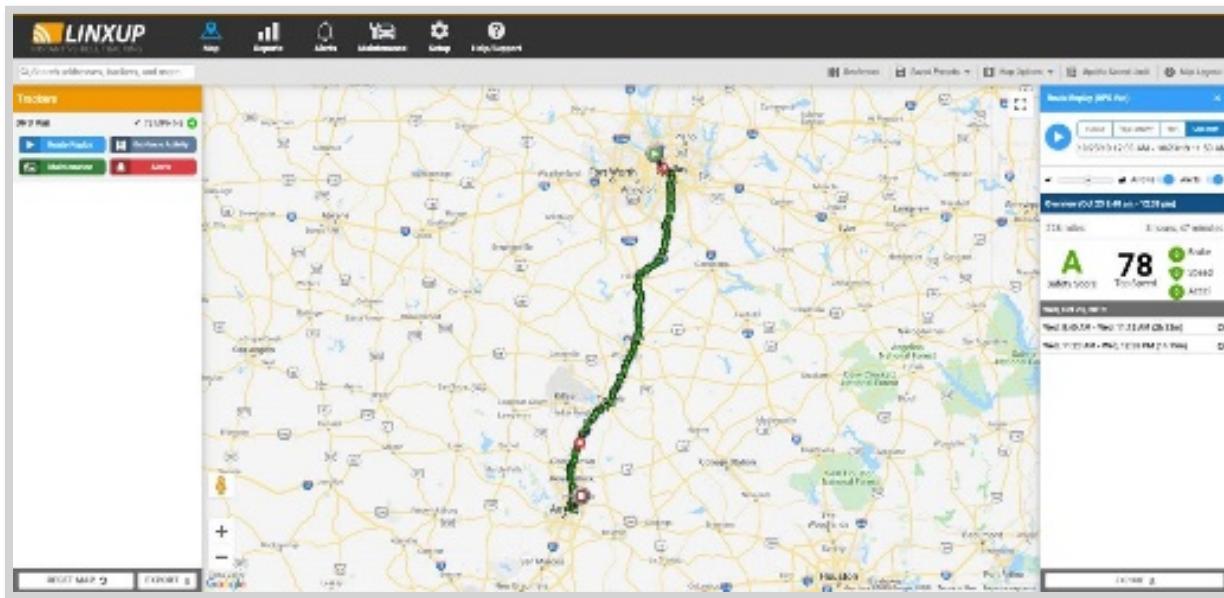
- A detailed list including (but not limited to) type of record, # of boxes, record condition, whether Photostats are present, etc. is compiled.
- This list is used to create a pick-up list for our driver.

## CIVIL CASE FILE SCANNING AND INDEXING PROJECT

Jefferson County District Clerk

### 2. Pick up of Inventory

- DPS uses a company owned vehicle equipped with GPS tracking.
- We use a vetted DPS driver with DPS apparel – background check & drug tests are completed.
- No overnight travel. Books are always in our custody in a climate-controlled vehicle.
- County receives a copy of the pick-up list for verification.



### 3. Intake by Production Manager

- Double checks to be sure that all books/documents are all accounted for and are detailed in our Inventory Form.

Item:	Vol/Book #	Marion County Comments
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

## CIVIL CASE FILE SCANNING AND INDEXING PROJECT

Jefferson County District Clerk

### 4. Page Preparation

In preparation for scanning, pages are removed from mechanical binders or folders then staples, paperclips and other fasteners are carefully removed. Loose dust and dirt are lightly brushed away using Hake brushes (specialty brushes which have very soft bristles to prevent any additional damage to delicate documents).



If tape is present that will hinder the quality of the final digital scan, its removal is always a delicate operation because no two documents are the same. DPS will use all possible techniques to remove tape and existing repair material. In some cases where the presence of tape or existing repair material is modest, this will be done within the normal preservation process. However, in certain cases where the tape or material is excessive and/or requires solvent bathing, DPS will notify the customer and gain approval before moving forward with the treatment. DPS will provide an hourly fee and estimated total number of hours and cost before proceeding with the treatment. In certain cases, the removal of the tape or material is unsafe and destructive to the original document and, therefore, should remain in place.



When mechanical removal by peeling is possible (the adhesive is loose, brittle, and easily dislodged), a micro-spatula tool (which can also be carefully heated to prevent scorching) is used to gently coax the tape away from the document. If the adhesive is more stubborn, heat can be applied using cotton cloth as a buffer to loosen the grip. Residual adhesive can be removed using a gum compound eraser. If adhesives were water-based, they can often be removed with the addition of steam while utilizing light pressure with a micro-spatula.



# CIVIL CASE FILE SCANNING AND INDEXING PROJECT

Jefferson County District Clerk

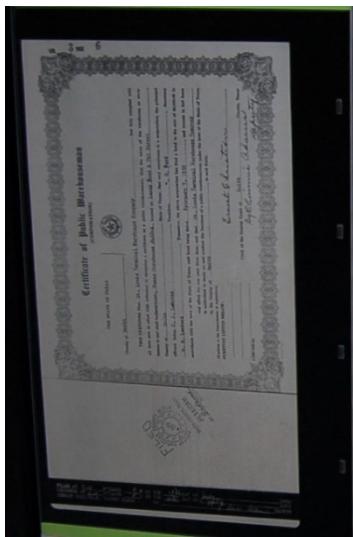
## 5. Scanning/Conversion

Books/documents are assessed to determine which scanner will be used. Bound books will be scanned on the overhead i2S scanner. Maps can either be scanned on the i2S or on the oversize continuous feed scanner.

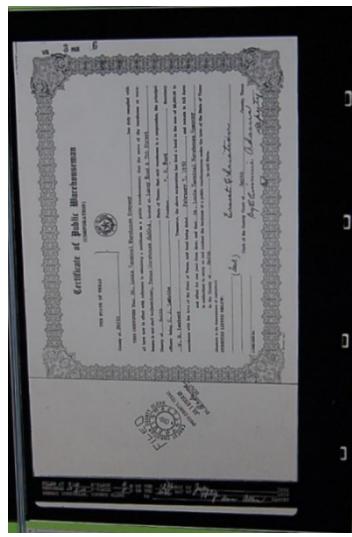


Loose documents (unbound pages) have 2 scanning options. Fragile documents that cannot withstand feeding into roll-fed scanners will be scanned on a flatbed scanner to prevent further damage.

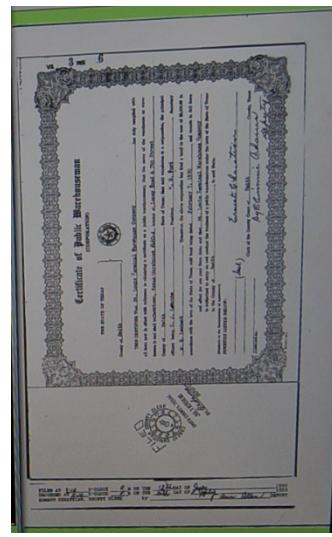
DPS will scan all media at 300 dpi. Initial (raw) images are in greyscale JPEG format. Our image enhancement software automatically de-skews and crops 100% of the scanned pages. These images are converted to TIFF (bi-tonal) images which allows us to complete additional image enhancement to provide the most legible reproductions of the document. This permits us to improve the appearance of faint seals and decrease “background noise”.



**Step 1 – RAW scan (JPEG format)**



**Step 2 – Converted to a bi-tonal TIFF image**



**Step 3 – Final image after all enhancements and conversion to a fully positive image**

# CIVIL CASE FILE SCANNING AND INDEXING PROJECT

Jefferson County District Clerk

JPEG images will provide an exact digital backup of the data contained within the images/pages, and .tiff images will provide superior performance in the imaging system. DPS will deliver all images per the County's specifications as Group IV .tif or PDFs. DPS will identify record images that will present special image challenges and excessive inferior quality images and will discuss how to proceed with the County.

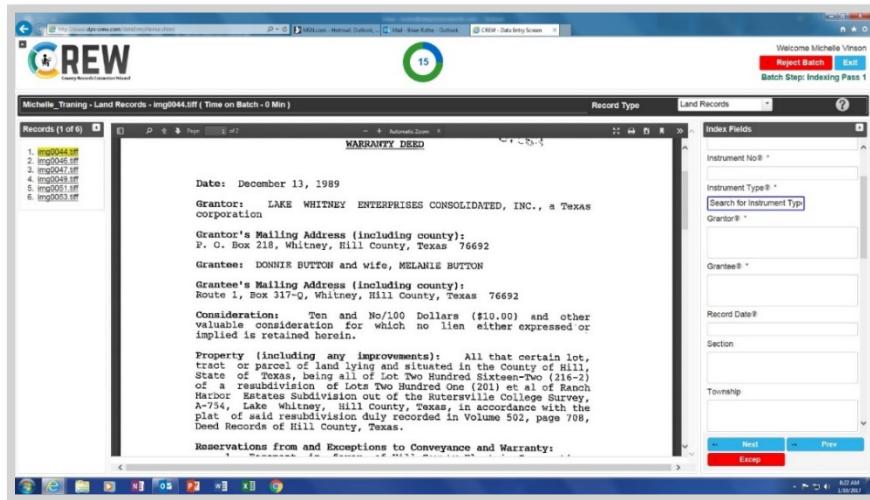
Once all pages are scanned, the Digital Preservation Manager will review images for quality and flag anything that needs to be rescanned. Upon final QC, validation is conducted to ensure that all pages were scanned (including attachments). Then image splitting is completed (separating the records so that only one record at a time is worked with during indexing).

## 6. Indexing

All images are loaded into CREW (County Records Extraction Wizard) as batches for ease of review (30 records max. per batch). Once indexing standards are approved by the County, double-blind indexing begins.

For this project we are proposing the following index fields:

- Court Code
- Cause Number
- Amendment Identifier



Indexer #1 indexes an entire batch of records, followed by Indexer #2 who also indexes that same batch. Neither indexer has access to what the other keyed. Once complete, the batch moves to QC where a third person who can see what both people indexed reviews the work for accuracy and corrects any errors. Final review is conducted by the

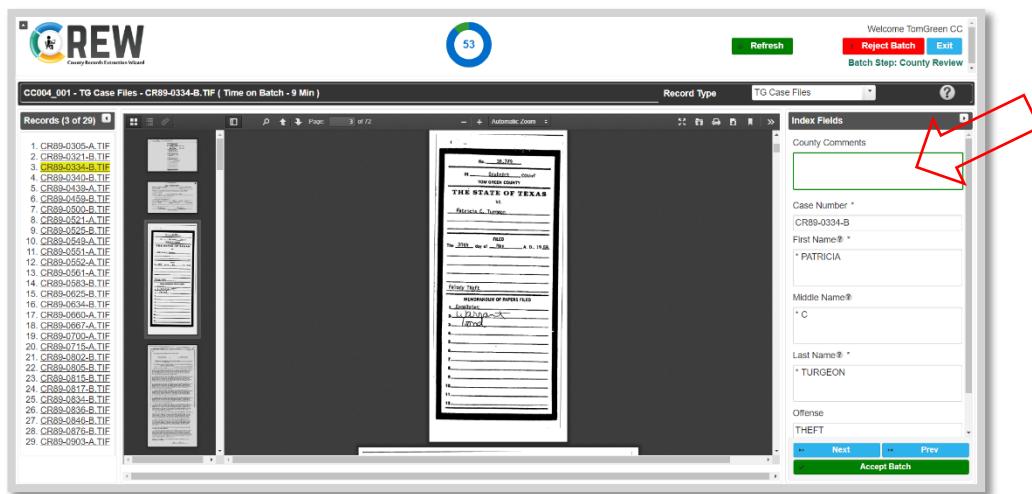
# CIVIL CASE FILE SCANNING AND INDEXING PROJECT

Jefferson County District Clerk

Indexing Manager, scrutinizing for correct word order and spelling.

If any corrections need to be made, the batch is then sent back to QC for correction.

Once all corrections are made, the batch is marked as “done” and is sent to the County for review. Within CREW, the county can review images for quality and indexing for accuracy. They can make comments accordingly if corrections need to be made, allowing for real-time communication.



Upon County approval, information is exported or saved in the desired format (CD, or USB for hard-delivery or CSV for upload).

## 7. Reconciliation of Records

We utilize a Project Status Sheet, maintained by our Operations Manager to keep track of active projects. DPS will provide a weekly report to Jefferson County. Below is an example-

Tom Green Case Files - Project Status Sheet

Box/Case Number	Beginning Case Number	Ending Case Number	Job Step Process	Pick Up Date	Del. Date	Scanned Image Count
1	586	699	complete & delivered	4/1/2019	5/3/2019	1819
2	700	789	complete & delivered	4/1/2019	5/3/2019	1954
3	790	863	complete & delivered	4/1/2019	5/3/2019	1919
4	864	869	complete & delivered	4/1/2019	5/3/2019	1,966
5	931	1018	complete & delivered	4/1/2019	6/7/2019	2,388
6	1019	1087	complete & delivered	4/1/2019	6/7/2019	2,006
7	1088	1145	complete & delivered	4/1/2019	6/7/2019	1,611
8	1146	1199	complete & delivered	4/1/2019	6/7/2019	1,650
9	1200	1252	complete & delivered	4/1/2019	6/7/2019	1,700
10	1253	1310	complete & delivered	4/1/2019	6/7/2019	1,679
11	1311	1358	complete & delivered	4/1/2019	6/7/2019	1,635
12	1358	1418	complete & delivered	4/1/2019	7/1/2019	1,820
13	1419	1461	complete & delivered	4/1/2019	7/1/2019	1,858
14	1462	1527	complete & delivered	4/1/2019	7/1/2019	1,747
15	1528	1583	complete & delivered	4/1/2019	7/1/2019	1,811
16	1585	1657	complete & delivered	4/1/2019	7/1/2019	1,956
17	1658	1727	complete & delivered	4/1/2019	7/1/2019	1,799
18	1731	1778	complete & delivered	4/1/2019	7/1/2019	2,364
19	1779	1832	complete & delivered	4/1/2019	8/9/2019	2,135
20	1833	1878	complete & delivered	4/1/2019	8/9/2019	1,812

## CIVIL CASE FILE SCANNING AND INDEXING PROJECT

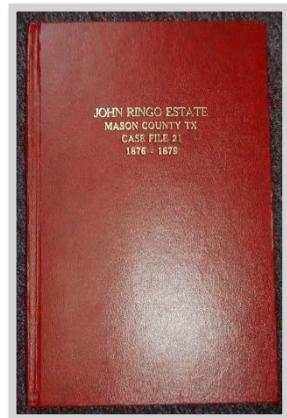
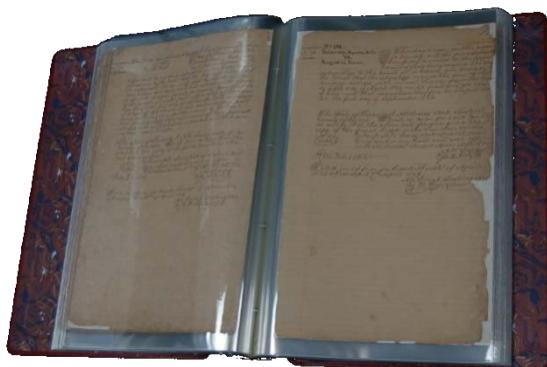
Jefferson County District Clerk

Deliveries can be made on a monthly basis. We can also provide monthly delivery of digital images, either as .tif or PDF or delivered on hard-media (CDs, thumb drives, etc.). Indexing can be delivered as CSV format or can also be delivered on hard-media.



Upon completion of the project, DPS verifies that we are delivering all the books/records that we picked up by comparing the initial inventory sheets with our final Project Status Sheet counts.

Not only has DPS worked with a wide variety of documents (case files, shucks, land records, probate files, ordination records, tax records, birth records, death records, marriage records, DD-214's, marks & brands, maps, plats, and Photostats) we have also preserved many old and valuable items. Examples of some of the documents we have preserved include April 1838 Land Records from Red River County, Republic of Texas. We have also preserved Johnny Ringo documents (famous outlaw cowboy born 1850, died 1882) as well as Monk Gibson documents (last legal hanging in Texas, 1908 – DeWitt County).



*Above left – Lavaca County Probate Book from 1850s;  
above center – that same Lavaca County Probate Book  
preserved & rebound; above right – Johnny Ringo Estate  
information bound in book form*

# CIVIL CASE FILE SCANNING AND INDEXING PROJECT

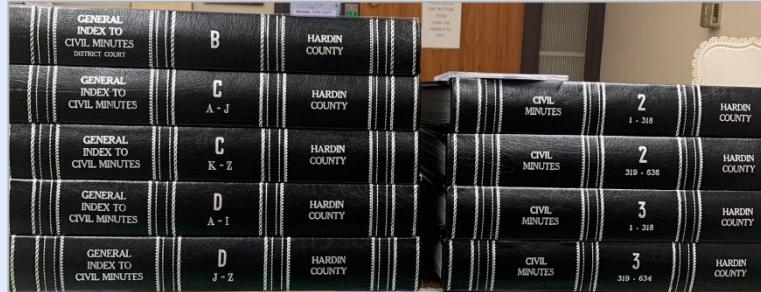
Jefferson County District Clerk

*“Thank you Data Preservation Solutions (DPS) for the nice job on preserving Hardin County history. Some of the Civil Minutes and Index books have undergone archival cleaning, mending, pH testing and de-acidification, imaging, indexing, and encapsulation. They will not fade now. They have been rebound and the books are beautiful.”*

-- Dana Hogg, District Clerk of Hardin County



Before



After

# CIVIL CASE FILE SCANNING AND INDEXING PROJECT

Jefferson County District Clerk

## PROJECT PRICING

DPS will provide the services described in this Statement of Work for the included pricing. Pricing is based on estimated volume. Client will only be charged for actual volumes processed.

Service	Estimated Volumes	Scan and index	Total
		Costs	
Scanning 30 boxes of prepped Civil Case File-Imaging, image cleanup, cropping, enhancing, indexing/match merge	95 boxes	\$205.00 per box	\$13,325.00
(2) Pick-up and delivery trips			\$350.00
<b>Total</b>			<b>\$13,675.00</b>

## BILLING PRICES/DEFINITIONS

- A page is one side of a piece of paper with writing and/or images on it. A ½ and/or partial page is one side of a piece of paper with writing and/or images on it.
- Billing milestones will be broken into batches as agreed upon in the planning stages of this project. Batch size and quantity of batches will vary.

## CIVIL CASE FILE SCANNING AND INDEXING PROJECT

Jefferson County District Clerk

## II. THE TIMELINE

**PROJECT TIMELINE:** Civil Case Files-95 boxes



1. **Pick-Up:** Pick-Up will be scheduled within 48 hours of notification of release of books or files. Pick-up will happen within 5 workdays of notification.
2. **Receipt and Inventory:** Books will be inventoried and checked-in within 4 hours of arrival at our Irving, TX production facility location.
3. **Evaluation:** The contents of each book will be evaluated to confirm contents match SOW profile requirements.
  - a. Any items identified as “non-compliant” will be documented and the DPS Project Manager (PM) will be notified immediately.
  - b. The DPS Project Manager (PM) will contact the appropriate DPS project stakeholders and County stakeholders. Determination for “non-compliant” records will be case-by-case and not included within this standardized timeline.
4. **Processing:** Based on current project analytics and the anticipated start date in Budget year 2021 project will be completed in 3-4 months.
5. **Batch Delivery:**  
Every 30 days DPS can deliver the completed volumes to Jefferson County District Clerk's Office or deliver fully completed work when all indexing is completed.

# CIVIL CASE FILE SCANNING AND INDEXING PROJECT

Jefferson County District Clerk

## III. SERVICES SUMMARY

In addition to Scanning and Indexing, Data Preservation Solutions offers an array of services centered on data management and information permanence, to help alleviate problems that arise from incomplete search results and lack of access to records.

	<h3>Book &amp; Document Preservation</h3> <p>With over 45 years of bookbinding and restoration experience, our conservators in residence complete all phases of preservation in our facilities. From book cutting and archival cleaning to mending and gold leaf letting, our final products are works of art.</p>
	<h3>Records Scanning</h3> <p>Almost anyone can scan and create digital images with today's technology, but only an experienced team like DPS can ensure quality images and expert indexing so you can easily locate your images decades from now. We scan not only paper, but also microfilm/fiche. Life is messy, but that doesn't mean your records should be.</p>
	<h3>Historic Records Indexing</h3> <p>Land Records are one of the most frequently searched records within County Government. For this reason, it's imperative that indexing is accurate so that the proper documents can be located. Data Preservation Solutions has designed CREW to streamline this process through step-by-step data indexing, verification and QC functions.</p>
	<h3>Land Records &amp; Vitals Software</h3> <p>DPS provides cutting-edge software designed to help County Governments achieve their highest potential. From our intuitive AVID powered by iNSPECT for land records to our Vitals Software, DPS technology products define the future of digital records.</p>
	<h3>Property Fraud Alert</h3> <p>Property Fraud Alert is an internet-based system that automatically alerts your constituents, via email or phone, each time there is recording activity on a property owned by them. This early alert gives the victim valuable time to stop someone attempting to commit property fraud.</p>

## CIVIL CASE FILE SCANNING AND INDEXING PROJECT

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## IV. ABOUT THE COMPANY

Data Preservation Solutions (located in Irving, Texas) is the latest iteration of the Rathe Family legacy of document management businesses that began in Texas as Southern Microfilm Corporation. The family has been providing document imaging and government records management since the 1960s when governments across the country began using microfilm as a means to store official public records. Southern Microfilm Corporation was the initial business, manufacturing one of the first microfilm cameras for County Clerks and Recorders, and lead the way for micrographic services as Photostat and Xerox Copyflo took hold.

*Documents create a paper reality we call proof.*

**-- Mason Cooley**

As microfilm was being edged out by digital technology, their understanding of the underlying “old school” imaging became highly coveted. Not only did they know how the equipment worked, they knew and understood the shortcomings of the storage media – from film to shucks to paper – and how to best preserve the data contained therein.

Beginning in 2000, Data Preservation Solutions and its affiliated subsidiaries began building upon their unique knowledge of micrographics and merged digital technology into its service offerings. Today, DPS has the advantage of a comprehensive understanding of historical county recording systems as well as digital based systems.

DPS has grown their service offerings to span a vast array of services and solutions focused on county government, including (but not limited to):

- Document Scanning & Indexing
- Historical Book Preservation
- Microfilm/fiche Scanning, Inspection & Washing
- Land Records Software
- Official Property Records/Vitals/Case Files Preservation & Conversion for County Clerks
- Case Files/Minutes/Dockets Preservation & Conversion for District Clerks
- Property Fraud Alert

Today, DPS has 2 production facilities located in Irving and Bonham, Texas. All preservation work for this project will be completed at our Irving location. Supported by seasoned team leaders with an average tenure of 21 years in the industry, DPS is dedicated to keeping our partners’ operations running as smoothly and efficiently as possible.

## CIVIL CASE FILE SCANNING AND INDEXING PROJECT

*Jefferson County District Clerk*

You can rest assured that our facilities provide safety and security for your documents while they're in our custody.



Our climate-controlled headquarters in Irving, Texas is secured with controlled access, motion detectors and video surveillance, providing 24/7 theft and fire protection to all its contents. Consisting of offices to the front, the production/preservation/conservation areas are located toward the rear of the building, providing a buffer from visitors. Locked gates at the entrance prevent access to the facility after hours and exterior lighting and cameras provide an additional deterrent. Our dedicated staff can view the camera footage remotely and is immediately notified via text and voice when an alarm is activated.



## CIVIL CASE FILE SCANNING AND INDEXING PROJECT

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Perimeter fencing with the adjacent property and a greenway to our rear (no building behind) also provide additional protection.

We also constantly monitor the temperature and humidity within the facility to ensure the best environment for the records in our care. We receive alerts if either measurement exceeds our preset limits.

Our staff is fully vetted with pre-employment background checks and adheres to strict, signed confidentiality agreements.



While in our care, all documents are stored in a climate-controlled room and are accessible only to vetted conservation staff. They are locked in an elevated position in a climate-controlled room within our security-monitored facility.



## CIVIL CASE FILE SCANNING AND INDEXING PROJECT

*Jefferson County District Clerk*

## V. ABOUT THE TEAM

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### **Brian Rathe** CEO/President

Brian has been involved in providing county government solutions for almost 40 years. He began with Southern Microfilm in New Orleans in 1980, where he provided microfilming services (he was the camera operator), indexing and records management services to the Parish and County markets of Louisiana and Texas.

From there, he became the Senior VP of Sales at Racom Information Technologies (the successor to Southern Microfilm) in Dallas, Texas. While at Racom, he expanded into document imaging and data hosting, offering solutions to the growing software recording market for County and District Clerks in Texas.

In 1999, he started DocuData Solutions and grew it into the largest document imaging services provider in the southwest for county government and commercial entities. Their territory encompassed 10 states and nearly 500 employees assisted with digital capture as well as complex indexing, redaction services and digital imaging software.

In 2010 Brian merged the government assets of the predecessor companies into what is today called Data Preservation Solutions (DPS). Along the way DPS has acquired several county government organizations to become highly focused on the Texas County government market for managing and preserving County Clerk and District Clerk records. Today DPS is serving the entire state of Texas from Dallam County to Orange County to Titus County to Cameron County. The team of professionals at DPS have a combined 1000 years of experience serving the data and preservation needs of Texas County and District Clerks.

### **Lance Gonzales** Senior Sales Consultant

Lance began his records management career in the early 1990s as a field service technician for Horizon Micrographics. He advanced from repairing microfilm and microfiche equipment to selling and installing imaging systems. As technology advanced with document scanners and document management software, Lance became one of the top technicians for Horizon and eventually was asked by Canon USA to help develop a training certification program for technicians across the country.

By the early 2000s, Lance was focused on document conversion solutions, primarily for healthcare facilities and government entities. With more than a decade's worth of experience with County Records, Lance has developed a broad understanding of Official Property Record types, methods of imaging, and data capture. He has been responsible for over 100,000,000 government records being converted from paper to digital images with associated indexes.

## CIVIL CASE FILE SCANNING AND INDEXING PROJECT

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Today, Lance leads DPS' sales efforts across North America. Clients rely on his micrographics background and historical records perspective and how it can be meshed with today's digital systems.

### **John Rickerby**

**Senior Sales Consultant**

In the 1990's, John marketed enterprise software for a national vendor specializing in financial, land management and property tax solutions for state and local governments, and later - public utilities, law enforcement, fire, courts and K-12. He joined Hart InterCivic in 2003 to promote elections and records management systems from Texas through the Southeastern U.S.

While at Hart he developed a strong interest in the records management portion of the business. He especially appreciated the historical records maintained by counties that are so important to commerce and citizens, and the immense need to secure and preserve these records. As Hart expanded into digitization services, data entry and preservation, John embraced this and the opportunity to work closely with customers to communicate best practices and help build cost effective plans to digitally capture and preserve these records.

John brings a broad understanding of government agency workflows and a detailed understanding of records management, digital tools and preservation. He is delighted to join the skilled and deeply experienced professionals at DPS and looks forward to working with you to make your project a resounding success and a point of pride for the community

### **John Simpson**

**Master Conservator**

For over 50 years, John Simpson has been perfecting techniques that have been used for centuries – hand sewn craftsmanship using traditional needles and thread – and combined this old world craftsmanship with modern-day restoration techniques.

1968 – John established his bookbinding operation in Bonham, Texas to specifically serve the Texas County book repair market. Eventually his business grew to serve over 100 counties across Texas and the United States, helping clients like Walraven Bros. Inc. and KPI Printing to private binding for ministers, doctors and lawyers.

His services/expertise include paper cleaning, de-acidification, paper repair, book rebinding & new bindings (buckram, leather or canvas), book building, and archive sleeve protection.

## CIVIL CASE FILE SCANNING AND INDEXING PROJECT

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### **John Allen Simpson**

**Chief Conservator & Artistic Director**

John Allen exhibited an artistic flair from an early age, winning awards for his artwork and continuing his passion at East Texas State University (now Texas A & M University in Commerce, TX). After a brief stint teaching, John Allen joined his father, John E. Simpson, to showcase his artistic talents and his attention to detail in the book preservation and conservation industry.

For over 30 years, John Allen has been measuring canvas, leather and other materials for new books and books to be restored. He “rolls gold” the traditional way with a metal wheel and does ink printing the old-fashioned way (when necessary). A true artist, John etches glass as a side interest and has been commissioned to paint artwork for customers from New York to Texas.

His meticulous work and attention to detail naturally carry over to his conservator role, where his artistry will live on in restored and preserved County Records across the United States, primarily in Texas, Oklahoma and New Mexico. From the preparation of fly leaves and backbones to custom covers with rolled gold, John Allen’s work is truly exceptional.

His services/expertise include paper cleaning, de-acidification, paper repair, book rebinding & new bindings (buckram, leather or canvas), rolling gold lettering & artistic designs, and archive sleeve protection.

### **Cody Godden**

**Project Manager/Operations Manager**

Since 2002, Cody has been sharpening his operations, image capture and software applications skills, focusing extensively on the local government sector. Starting as a Document Imaging Analyst with DocuData Solutions, his background includes project development and management, data handling, image conversion, software and hardware installations, chain of custody documentation, document preservation, and customer support.

Cody has been responsible for hands-on scanning and restoration of hundreds of historic documents and books in addition to software implementation. He’s proficient in archival repair and mending techniques and often pitches in when necessary. His expertise includes document assessment, paper cleaning, de-acidification, paper repair (utilizing Filmoplast tape and mending with Japanese paper and wheat starch paste), and archival storage options (acid-free folders/boxes/sleeves/binders).

## CIVIL CASE FILE SCANNING AND INDEXING PROJECT

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### **Dalia Daly**

**Image Capture & Enhancing Manager/Co-Preservation Manager**

Dalia began her career nearly 30 years ago at Business Records Corporation providing microfilm and indexing services to county customers. Over the years, she has migrated into the digital image and indexing services department where she can utilize her records expertise to digitally restore poor quality images to legible likenesses of their originals.

Since better quality originals produce better quality digital scans, Dalia has also learned to assist with paper repair and mending, making her a valuable preservation team member. Her expertise includes document assessment, paper cleaning and document preparation (removing staples and paper clips), paper repair utilizing Filmoplast R, tear mending using Japanese paper and wheat starch paste.

### **Michelle Vinson**

**Preservation Manager**

Michelle has been trained in document management for over 20 years by the early pioneers in Texas document imaging & conservation. From documents and film to data and repair, Michelle has made a career of managing large production centers for government records across Texas and the US. Today, Michelle serves as our Preservation Coordinator & Manager, including all initial project assessments and deliverables to our customers.

DPS & Michelle regularly participate in industry conservation & training programs to continue her education. She has studied under our Master Conservator, John Simpson, to learn the intricacies of book preservation. She has also observed preservation techniques by Rebecca Elder (Elder Preservation) and watched numerous webinars on procedures specific to mold and water damaged books. She is actively participating in a Bookbinding Restoration course and continues to pursue other educational events where she can increase her knowledge and hands-on experience.

She also leads staff training on the critical steps involved in County Book Preservation. Her expertise includes document assessment, paper cleaning and document preparation (removing staples, paper clips, tape, etc.), and paper repair techniques.

### **Gladis Flores**

**Preservation Stabilization Manager**

Gladis began her preservation training with Kofile Technologies. As a lab technician supervisor for 7 years, she was responsible for supervising incoming projects, assigning tasks based on workload and quality control of the preserved items.

She was responsible for the full preservation process through encapsulation. She regularly applied conservation techniques for tape removal (which sometimes involved soaking the

## CIVIL CASE FILE SCANNING AND INDEXING PROJECT

*Jefferson County District Clerk*

pages to soften the adhesive), removal of various attachments, tab replacement on documents, cleaning of documents utilizing acetone and delicate paper repair.

She continues to expand her preservation knowledge here at DPS while she manages the entire stabilization team. She is a welcome addition to our management staff.

### **Nanci Smith** **Indexing Manager**

Nanci has been managing indexing projects for the past 10 years. Prior to that, she was a business owner managing a small staff of services employees.

Over the past decade, she has developed the rare ability to quickly recognize public records document styles and index values. This skill has been refined over many years of indexing county records and learning the nuances that come with public records. With her valuable skill set, Nanci played an important role in the creation of the DPS indexing portal called CREW. She understands the customer viewpoint and the critical nature of reviewing the vendors' work (features that were intentionally built into the software). The end result is a very efficient means for reviewing and editing index values.

As the Manager of our Indexing Team, Nanci works very closely with Dalia and her team as the records must be cleaned and validated prior to being imported into CREW. Upon importing into CREW, Nanci is completely in charge of the project until final delivery.

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Our experienced team holds a collective background in records preservation of over a century. Our Conservation Team are all members of AIC (American Institute for Conservation of Historic & Artistic Works). In addition, our entire team are vendor members of the Texas Association of County & District Clerks and the Property Records Industry Association (PRIA). Their varied backgrounds are an invaluable asset and their ability to work together as a unified crew working toward a single goal is the key to their continued success.

## CIVIL CASE FILE SCANNING AND INDEXING PROJECT

Jefferson County District Clerk

## VI. TERMS, CONDITIONS & SIGNATURES



We, the undersigned, accept this document as a stable work product to be used in process to subsequently design and deliver a Statement of Work (SOW) for this project.

***DC. DPS will not retain a copy of, sell, or give away any digital images or indexes processed for the project described in this proposal.***

*This agreement is not effective until executed by all parties.*

### For Jefferson County District Clerk

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

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

Company: \_\_\_\_\_

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

### For Data Preservation Solutions

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

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

Company: \_\_\_\_\_

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

May 20, 2020

Honorable Jamie Smith  
 Jefferson County District Clerk  
 1085 Pearl Street, Room 203  
 Beaumont, TX 77701

Dear Hon. Jamie Smith,

This proposal addresses the preservation and digitization of six volumes of Plaintiff Indexes to Civil Cases dating 1844– c. 1960. Recommended preservation services include conservation, deacidification, mending, encapsulation, rebinding, archival image capture and processing, and creation of 16 mm archival microfilm as security backups. This quote is presented by Kofile Technologies, Inc. (Kofile).

Pricing is good for 90 days from without a signed agreement. Pricing is based on a Good Faith Estimate of pages. Billing will occur on actual counts per agreed upon unit pricing. Please see the following pages for photographic documentation of these volumes.

JEFFERSON COUNTY DISTRICT CLERK PROJECT PRICE QUOTE						
RECORDS SERIES	DATE	PAGE	FORMAT	CONDITION	LEVEL OF SERVICE	PRICE QUOTE
Plaintiff Index to Civil Cases	1844-1926	950	Oversize	Fair	PRV/IM/MM	\$6,747.73
	1926-1938	950	Oversize	Fair	PRV/IM/MM	\$6,747.73
	1938-1945	950	Oversize	Fair	PRV/IM/MM	\$6,747.73
	1945-1954	950	Oversize	Fair	PRV/IM/MM	\$6,747.73
	1954-1960	950	Oversize	Fair	PRV/IM/MM	\$6,747.73
	1960-	950	Oversize	Fair	PRV/IM/MM	\$6,747.73
PROJECT TOTAL (6 volumes, 5,700 pages)						\$40,486.38

**PROJECT ACCEPTANCE**

*Signature of Authorized County Official/Title*

*Date*

Records receive the following services as applicable. Services are performed in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).

**PRV—Preservation (Conserve, Treat, Deacidify, Encapsulate, & Rebind)**

- A permanent log is created for each volume to record condition, page order, and services/treatments performed. A final quality check references this log sheet.
- Surface clean sheets to remove deposits—including dust, soot, airborne particulate, sedimentation, insect

detritus, or biological/mineral contaminants.

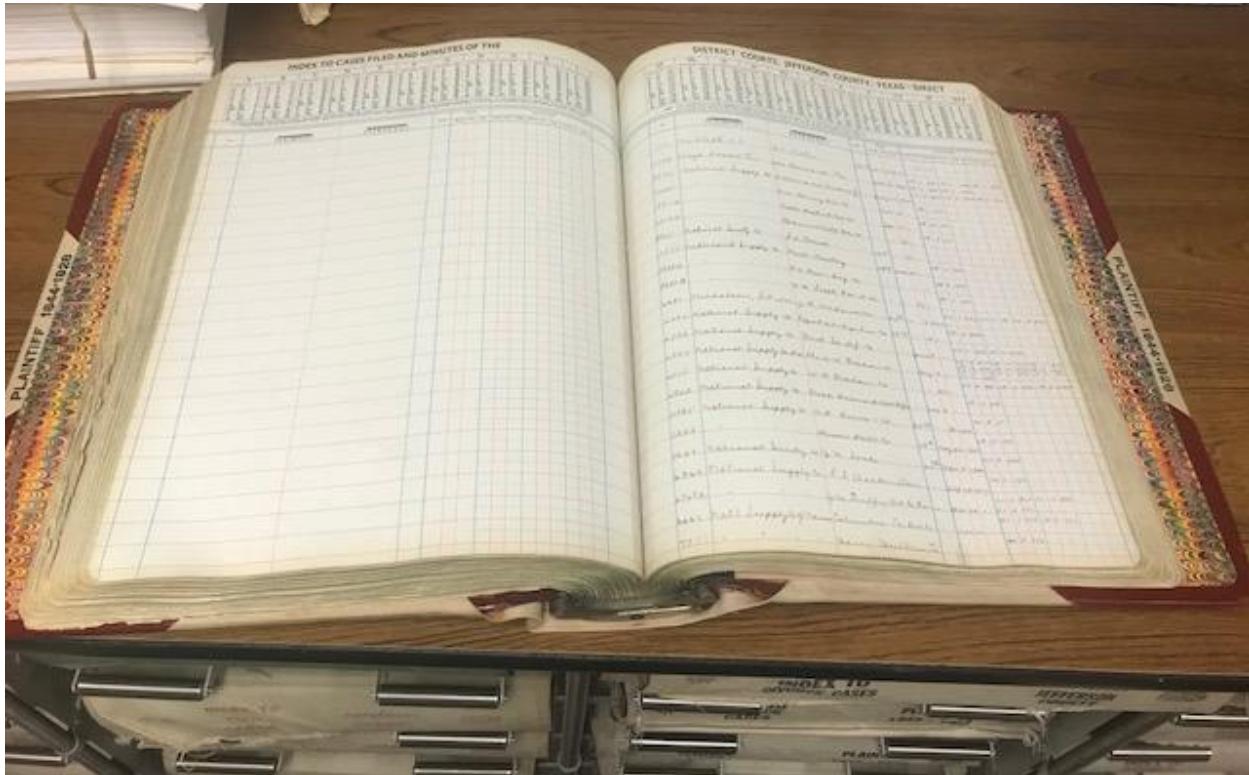
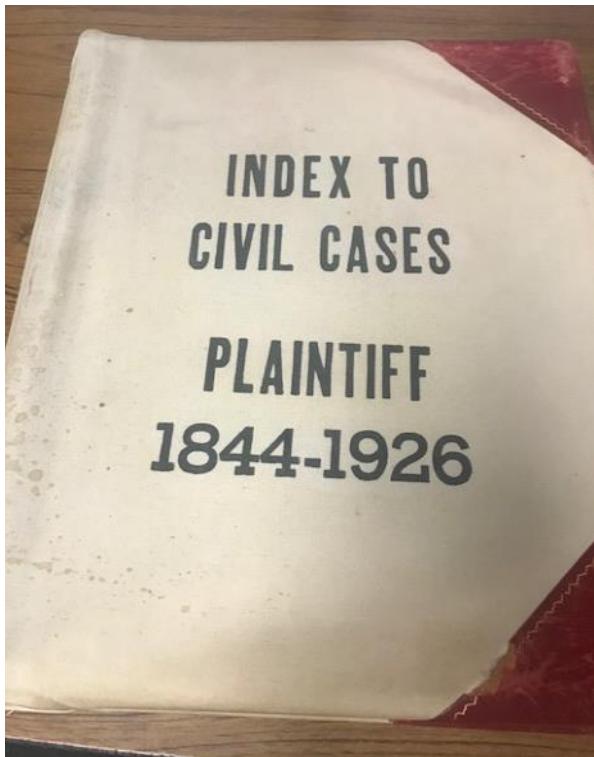
- Remove non-archival repairs or fasteners, such as residual glues, *to the furthest extent possible without causing damage to paper and inks.*
- Humidify and flatten sheets. Monitoring eliminates ink bleeds and mold or fungus growth. Flattening occurs with the strictest archival environmental controls.
- Mend tears with archival, acid free, and reversible materials—either Japanese tissue and methyl cellulose adhesive or Filmoplast® R (acrylic-based, heat-set tissue).
- Deacidify sheets after careful testing with *Bookkeepers®* magnesium oxide to neutralize acidic inks and paper by providing an alkaline reserve. Random testing ensures an 8.5 pH with a deviation of no more than  $\pm .5$ .
- Encapsulate each sheet in a *Lay Flat Archival Polyester Pocket™* composed of SKC Films, Skyroll SH72S® Mylar. Pocket dimensions match the “book block” dimensions, with a 1¼” binding margin.
- Rebind in a custom-fitted and stamped *Disaster Safe County Binder™* (DSB). Each is manufactured on a per-book basis and are sized to 1/4” incremental capacities. A dedication and treatment report is included in the binders.

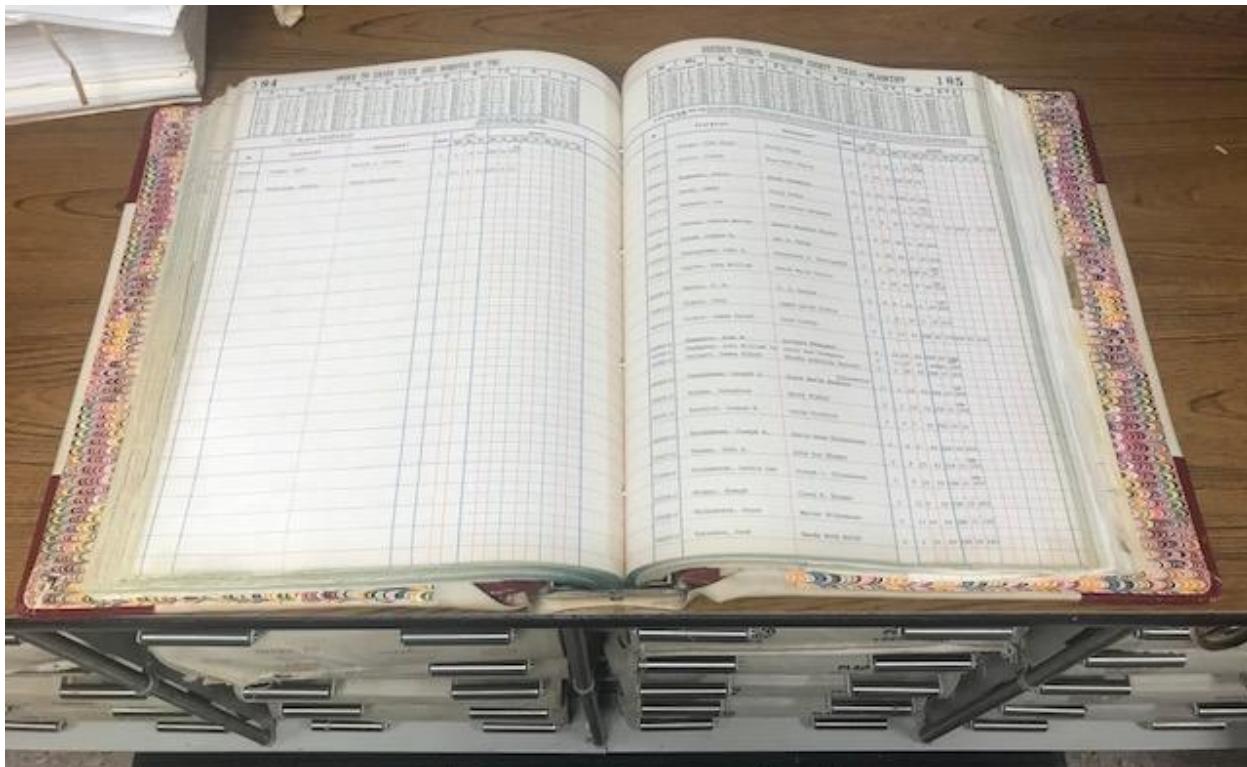
#### **IM—Archival Imaging (Image Capture, Clean Up, & Zonal Enhancements)**

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and readability. Gray-scale ensures optimum resolution.
- Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format.
- Kofile’s *IMAGE PERFECT* application software uses custom image clean up and enhancements such as deskew, despeckle, character repair, and zonal processing.
- If requested, annotations are electronically added on the digital image.
- Images are named by Book, Volume, and Page and grouped (stapled) together to form documents. Case images may be named by case number and grouped together by case.
- Effectiveness and minimum legibility is verified through rigorous and systematic quality control. Each image is certified and sight checked to ensure there are no missing pages, double feeds, and to account for “A” pages (added to the original).
- The County receives a MASTER on media most suitable to project size (e.g. ftp, hard drive, jump drive, DVD).
- *Kofile can hold a security copy of all digital images for safekeeping. Kofile does not sell, distribute, or grant unauthorized access to County records.*

#### **MM—Archival Microfilm**

- Create archival 16 mm microfilm as a security backup.





Please let me know if you have any questions. We look forward to serving Jefferson County and working together for the preservation of its public and historical assets.

Sincerely,

*Billy Gerwick*

Billy Gerwick  
Account Manager  
billy.gerwick@kofile.us

sgr

**Pepe Dominguez**

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**From:** Pepe Dominguez <[peped@co.jefferson.tx.us](mailto:peped@co.jefferson.tx.us)>  
**Sent:** Friday, July 31, 2020 7:44 AM  
**To:** 'Commissioner Sinegal' (<[msinegal@co.jefferson.tx.us](mailto:msinegal@co.jefferson.tx.us)>)  
**Cc:** 'Commissioner Arnold' (<[eddiearnold@co.jefferson.tx.us](mailto:eddiearnold@co.jefferson.tx.us)>); 'Commissioner Weaver' (<[bweaver@co.jefferson.tx.us](mailto:bweaver@co.jefferson.tx.us)>); 'Commissioner Arnold' (<[eddiearnold@co.jefferson.tx.us](mailto:eddiearnold@co.jefferson.tx.us)>); 'Judge Branick' (<[jbranick@co.jefferson.tx.us](mailto:jbranick@co.jefferson.tx.us)>); Steve Stafford [<[sstafford@co.jefferson.tx.us](mailto:sstafford@co.jefferson.tx.us)>]; [<[sstafford@co.jefferson.tx.us](mailto:sstafford@co.jefferson.tx.us)>]; ggross@co.jefferson.tx.us; 'Ronda Conlin' (<[rconlin@co.jefferson.tx.us](mailto:rconlin@co.jefferson.tx.us)>); Scott Brackin (<[brackin.scott@gmail.com](mailto:brackin.scott@gmail.com)>)  
**Subject:** Premium Contractors Inc, Tract I & Tract II, Minor Plat of 4.709 Acres  
**Attachments:** Premium Contractors Tract I & II\_Comm Court.pdf

Commissioner Sinegal ,

Attached is a PDF of Premium Contractors Inc, Tract I & Tract II, Minor Plat of 4.709 Acres lying in the Lutero Lopez League, Abstract No. 37, in Hamshire, Jefferson County, Texas. Property is located on State Highway 124 in Precinct #3. This plat is not within any ETJ and has met all of our platting requirements.

I will be placing this plat on the Agenda for Tuesday, August 11<sup>th</sup> , 2020.

If you have any questions please contact either Steve or myself.

Pepe Dominguez

Pepe Dominguez  
Jefferson County Engineering  
1149 Pearl 5th Floor  
Beaumont, TX 77701  
Offc. 409 835-8584  
Fax. 409 835-8718  
email: [peped@co.jefferson.tx.us](mailto:peped@co.jefferson.tx.us)



Permit No. 08-U-20

Precinct No. 3

No Bond Required: Trinity Bay Conservation Responsible

NOTICE OF PROPOSED PLACEMENT OF  
PUBLIC UTILITY LINE/COMMON CARRIER PIPELINE WITHIN  
JEFFERSON COUNTY RIGHT-OF-WAY  
(2003 REVISION)

Date July 28, 2020

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

Trinity Bay Conservation District (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of 6" PVC Water Line, location of which is fully described as follows:

Along Englin Road Right of Way. To be installed along backside of ditch bank with depth of cover 3" under flow line of ditch.

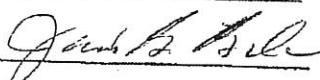
7 pages of drawings attached.

Construction will begin on or after 08/18/2020

It is understood that all work will comply with the requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on 08/11/2020, and all subsequent revisions thereof to date.

Company Trinity Bay Conservation District

By James Gibson



Title Interim General Manager

Address P.O. Box 599

Stowell, Texas 77661

Telephone 409-296-3602

Fax No. 409-296-3745

## FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

_____ road crossing @ \$100.00	\$ <u>1/1</u>
_____ miles parallel @ \$150.00/mile or fraction	\$ <u>N/A</u>
<b>TOTAL</b>	<b>\$ <u>N/A</u></b>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

## ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

Steve Stithard  
Director of Engineering

08/11/2020  
Date

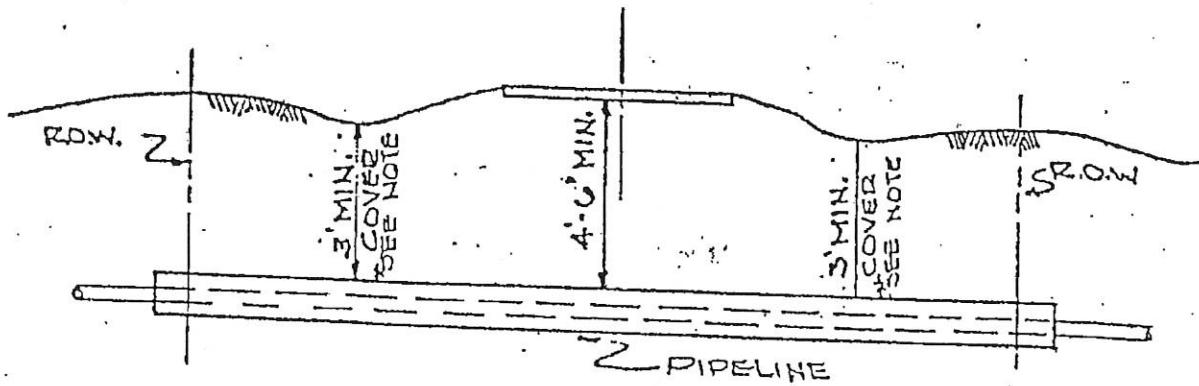
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## COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

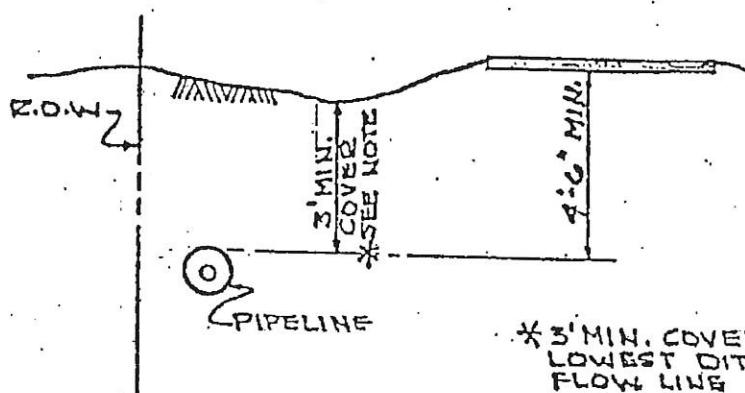
COMMISSIONERS COURT

By Douglas D. Auld  
County Judge



\*3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

## 1. STANDARD PIPELINE CROSSING



## 2. STANDARD PARALLEL LINE

JEFFERSON COUNTY	
ENGINEERING DEPARTMENT	
PIPELINE DETAILS (STD.)	
12-7-79	NO SCALE

**LJA Engineering, Inc.**

2615 Calder Avenue, #500      Phone      409.833.3363  
Beaumont, Texas 77702      Fax      409.833.0317  
www.lja.com      TBPE № F-1386

July 29, 2020

Steve Stafford, County Engineer  
Jefferson County Engineering Department  
1149 Pearl Street  
5<sup>th</sup> Floor  
Beaumont, TX 77701

Re:      Trinity Bay Conservation District  
Request of Approval  
Water Line Extension along Englin Road

Dear Mr. Stafford:

This letter is written on the behalf of James Gibson, General Manger of the Trinity Bay Conservation District (TBCD). TBCD is requesting approval from Jefferson County to install a 6" PVC water distribution line within Jefferson County's public road right-of-way (ROW). This utility line will be installed as to provide water service along Englin Road from the Coon Road to Shellhammer Road approximately 2,600'.

The proposed construction of the 6" PVC water distribution line shall adhere to the specifications as shown in Jefferson County's "Utility and Common Carrier Pipeline Policy". The proposed utility to be installed shall be constructed with a minimum of three (3) feet of cover.

If you should have any questions or comments, please contact Trey Gaspard at 409-748-9452 to discuss.

Sincerely,

**LJA ENGINEERING, INC.**

Trey Gaspard  
Project Coordinator

# TRINITY BAY CONSERVATION DISTRICT

## WATERLINE EXTENSION ALONG ENGLIN ROAD

**LJA**  
LJA Engineering, Inc.  
Phone 409.833.3363  
Fax 409.833.0317  
FRN - F-1386

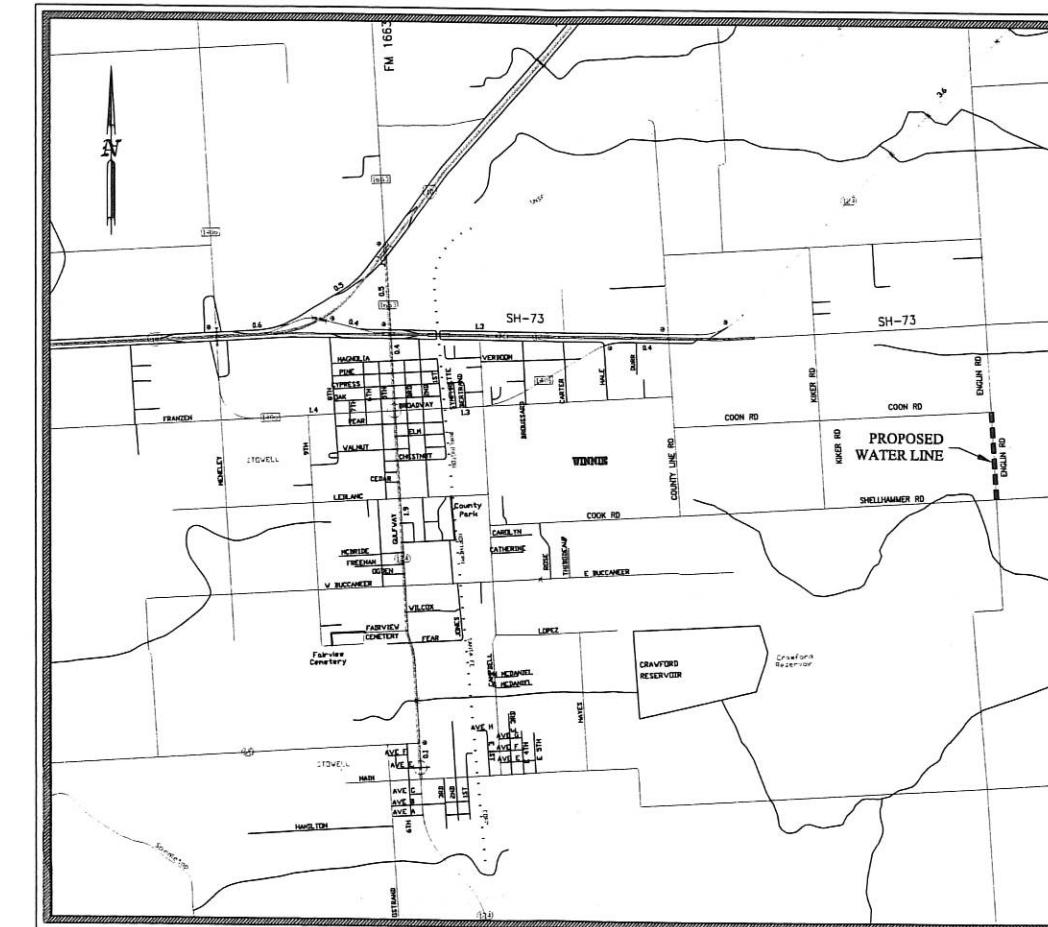
**LJA**  
LJA Engineering, Inc.  
2615 Calder Avenue, Suite 500  
Beaumont, Texas 77702

**LJA**  
LJA Engineering, Inc.  
Phone 409.833.3363  
Fax 409.833.0317  
FRN - F-1386

**LJA**  
LJA Engineering, Inc.  
2615 Calder Avenue, Suite 500  
Beaumont, Texas 77702

### INDEX TO DRAWINGS

<u>TITLE</u>	<u>SHEET NO.</u>
TITLE SHEET	1
LOCATION MAP	2
GENERAL NOTES	3
PROPOSED PLAN SHEETS	4-6
TRENCH DETAILS	7



### PROJECT LOCATION NTS

PREPARED BY:

**LJA ENGINEERING, INC.**  
CONSULTING ENGINEERS  
BEAUMONT, TEXAS  
Texas Registered Engineering Firm F-001054

JULY 2020

### TRINITY BAY CONSERVATION DISTRICT

#### BOARD OF DIRECTORS:

JEFFREY JENKINS	PRESIDENT
GREG TURNER	VICE PRESIDENT
DOROTHY HAMILTON	DIRECTOR
TOMMY GILBERT	SECRETARY
CODY BAUER	DIRECTOR
JAMES GIBSON	GENERAL MANAGER

APPROVED

LJA ENGINEERING, INC.

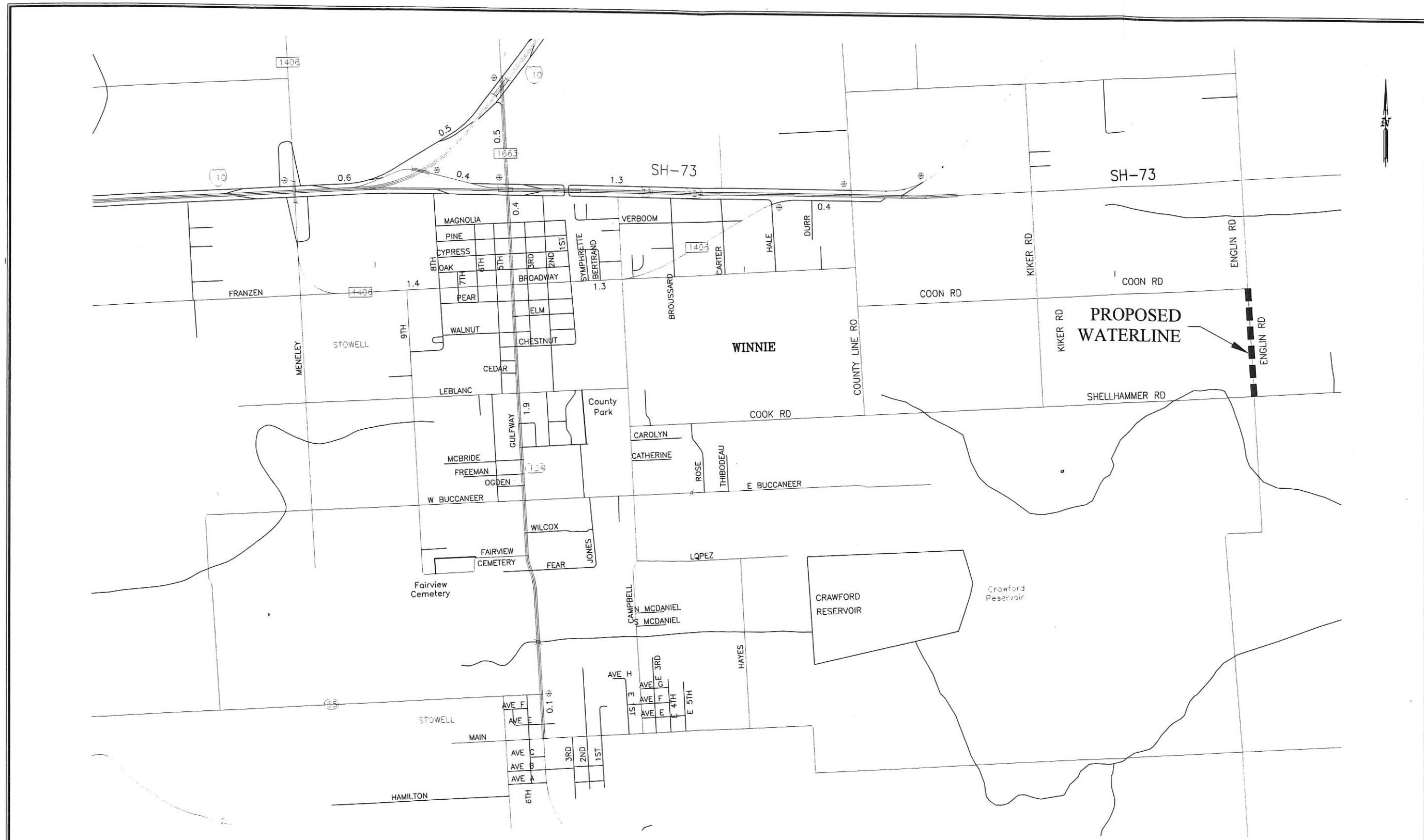
BY: *Jeffrey D. Leavins*  
JEFFREY D. LEAVINS, P.E. NO. 111537

DATE  
7/28/2020



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JEFFREY D. LEAVINS, P.E. 111537,  
ON 7/28/2020

*Jeffrey D. Leavins*



Date :  
7/28/2020  
File Name :  
Location Map  
File Drawer No.  
6442



THE SEAL APPEARING ON THIS  
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JEFFREY D. LEAVINS, P.E. 111537,  
ON 12/20/2020

LJA Engineering, Inc.

2615 Calder Avenue, Suite 5  
Beaumont, Texas 77702

Phone 409.833.3  
Fax 409.833.0  
FRN - F-1

TRINITY BAY CONSERVATION DISTRICT  
WATERLINE EXTENSION ALONG ENGLIN ROAD

#### LOCATION MAP

Action	Name	Date
Design	GTG	7/20
Drawn	JRT	7/20
Checked	GTG	7/20
Approved	GTG	7/20
Scale	AS SHOWN	
Sheet	2	of 7

#### GENERAL NOTES

1. In all construction, the Contractor shall be responsible for providing all fittings and appurtenances necessary for a complete installation even if not specifically mentioned.
2. The Contractor shall verify all dimensions and existing conditions of the job site. Any variation from dimensions or details as shown on the structural drawings shall be reported to the Engineer.
3. The Contractor shall confine his operations to the indicated easements and rights of ways. He shall keep all work sites in a neat, orderly, and safe manner during the course of the construction. All excess soils and materials shall be disposed of on a regular basis or whenever, in the opinion of the Engineer, they constitute a hazard or nuisance. Disposal of excess soils shall be in accordance with all local, state, and federal laws at the Contractor's expense. All litter and temporary trash disposal facilities shall be removed, all materials designated to be salvaged to the Owner shall be deposited in an Owner approved site, and all surface restoration, including seeding shall be completed prior to the Contract being considered complete.
4. All work areas, surfaces, and ditches disturbed by the Contractor shall be cleaned and restored to their original condition or better in the time frame established in the specifications.
5. The location of all utilities (water, telephone, cable, electrical, gas, etc.) is the responsibility of the Contractor. The utilities shown on the plans are for informational purposes only and are not intended to show the exact location of the utilities. The Contractor shall give each utility Owner the required notice prior to beginning construction near each utility. The Contractor shall be responsible for resolving any disputes with the utility Owners regarding damage to the utilities. The owner shall not be responsible for damage to existing utilities.
6. The contractor shall be responsible for the control of ground water. The contractor shall submit to the engineer his plan for keeping the ground water out of trenches and excavations. At no time shall ground water be allowed in the excavation while pouring concrete.
7. The Contractor shall be responsible for the restoration of all property markers disturbed during construction.
8. The Contractor shall take necessary precautions to prevent large amounts of soil, rock, and other excavation materials from being washed into the ditches and drainage ways. The streets shall be kept free of dirt and mud that results from the Contractor's work. The Engineer and Owner shall have the right to require that the Contractor immediately remedy any situation which they consider detrimental to public health, safety, the environment, and any other problematic disturbances that are caused by the Contractor's work.
9. In the Road R.O.W.'s and where indicated on the plans, disturbed soil areas shall be broadcast seeded after surface restoration, in accordance with the specifications.
10. Megalug restraining flanges shall be used at all mechanical joint ductile iron fittings. Transition gaskets shall be used where necessary to connect to existing piping. Payment shall be subsidiary to appropriate bid items.
11. The slopes of any ditches or any surfaces that are disturbed shall be returned to their original condition or better. Any ditches that the main crosses and that are open cut shall have their slopes backfilled immediately to its original condition.
12. The Contractor shall coordinate with TBCD a minimum of 48 hours prior to making connections to any existing water lines or sewer lines.
13. Trench protection in accordance with the specifications shall be used where excavations are deeper than five (5) feet deep or if the trench is less than (5) feet deep and in a dangerous condition. The contractor shall be responsible for all shoring of open pits as required by OSHA and the specifications.
14. The contractor shall keep all work sites in a neat, orderly and safe manner during the course of the construction. All excess materials shall be disposed of on a regular basis or whenever, in the opinion of the engineer, they constitute a hazard or nuisance. Disposal of excess soils shall be the responsibility of the contractor and shall be in accordance with all local, state, and federal laws. All work areas and surfaces disturbed by the contractor shall be restored to their original condition or better.
15. The Contractor shall dispose of all materials and rubbrush removed from the project site at an off site disposal area in accordance with all local, state, and federal laws.
16. The Contractor shall be responsible for removing any trees, stumps, and brush in the areas of construction and where indicated on the plans as necessary to construct the improvements in this project in accordance with all local, state, and federal laws and the scope of work. The Contractor shall dispose of all refuse at an off site facility at his own expense. Payment for clearing and disposal will be incidental to the line work.
17. The Contractor shall be responsible for keeping all state and county roads free of dirt, debris, or any other nuisance conditions caused by his activities. The Contractor shall be responsible for the repair of any damage to county or city roads resulting from his operations.

#### GENERAL LINework NOTES

1. If unstable or wet soil conditions are encountered in the trench bottom, the Contractor shall cease work and stabilize the unstable area according to the method called for in the specifications. The Contractor must obtain the approval of the Engineer prior to placement of such material. There will be no additional payment for trench bottom stabilizing or dewatering, regardless of the method used.
2. All underground fittings shall be ductile iron according to the specification. The Contractor shall construct thrust blocks at all bends and tees as approved by the Engineer. See thrust block details.
3. All proposed underground mains shall have a minimum cover as shown in the plans and details, including ditch crossings and bores.
4. The Contractor shall maintain adequate drainage throughout the limits of the project during all construction phases.
5. All drainage structures shall be cleaned and outfall channels unobstructed on a daily basis.
6. All existing signs and sign posts within the limits of construction are to be removed during construction and replaced upon completion to prevent damage. Any signs or posts damaged by the Contractor shall be replaced at his entire expense. There will be no direct expense for this work, but it shall be considered subsidiary to the various bid items of the contract.
7. If an open pit is to be left unbackfilled overnight, all open pipes in the pit shall be plugged. Open pits shall be barricaded and roped off and warning signs shall be placed directing pedestrian traffic around the pit. If an open pit is left overnight in the roadway, lighted signs shall be used in accordance with the "Manual on Uniform Traffic Control Devices" as adopted by TxDot. No driveway or intersection shall be left blocked overnight by the Contractor's operations. The Contractor shall be responsible for all maintenance of the travelway and appurtenances within the barricades for the duration of the project.
8. The Contractor shall follow the alignments as shown on the plans. Deviations shall only be allowed in order to avoid existing facilities and then only with the approval of the Engineer. All deviations from the plan sheets shall be shown on the "As Built" plans.
9. The Owner shall supply water for the testing and sterilization of the water lines. If the line fails and a retest or additional sterilization is necessary the Contractor will pay the Owner for water to refill the line the second time.
10. If applicable, the Contractor shall submit his proposed method of connection for HDPE pipe to PVC pipe to the Engineer for approval.
11. All PVC water line pipe shall be SDR 26 pressure pipe.
12. All signage and safety markings for construction purposes shall be in accordance with TxDot's "Manual on Uniform Traffic Control Devices".

**LJA Engineering, Inc.**

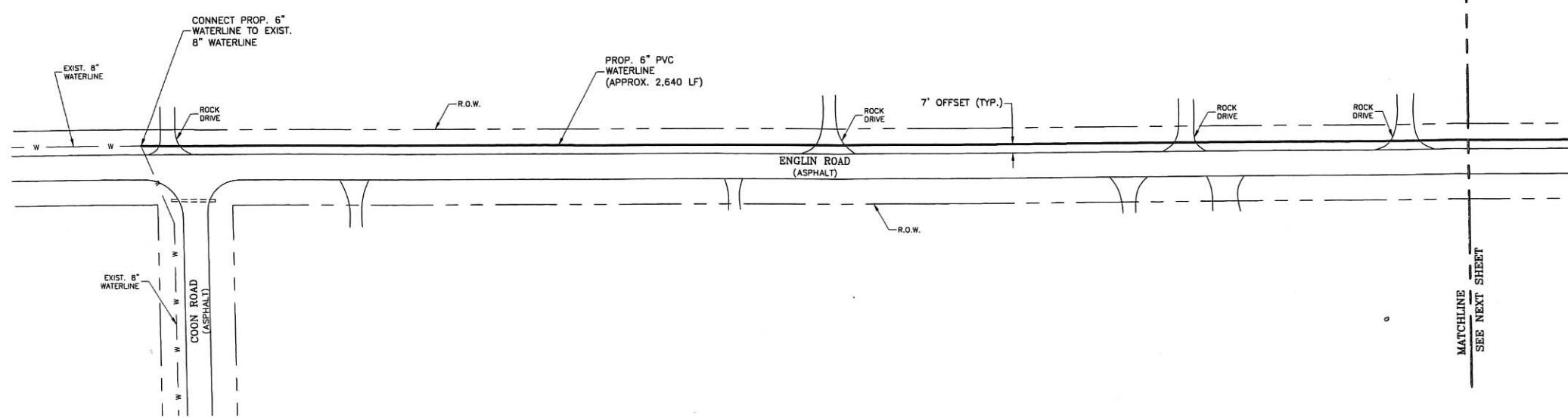
2615 Calder Avenue, Suite 500  
Beaumont, Texas 77702

**JA**  
Phone 409.833.3363  
Fax 409.833.0317  
FRN - F-1386

TRINITY BAY CONSERVATION DISTRICT  
WATERLINE EXTENSION ALONG ENGLIN ROAD

#### GENERAL NOTES

Action	Name	Date
Design	GTG	7/20
Drawn	JRT	7/20
Checked	GTG	7/20
Approved	GTG	7/20
Scale	AS SHOWN	
Sheet	3	Of 7



SCALE: 1"=50'

Date : 7/28/2020  
File Name : Plan Sheets  
File Drawer No. : 6442



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JEFFREY D. LEAVINS, P.E. 111537  
ON 3/18/2010

LJA Engineering, Inc.

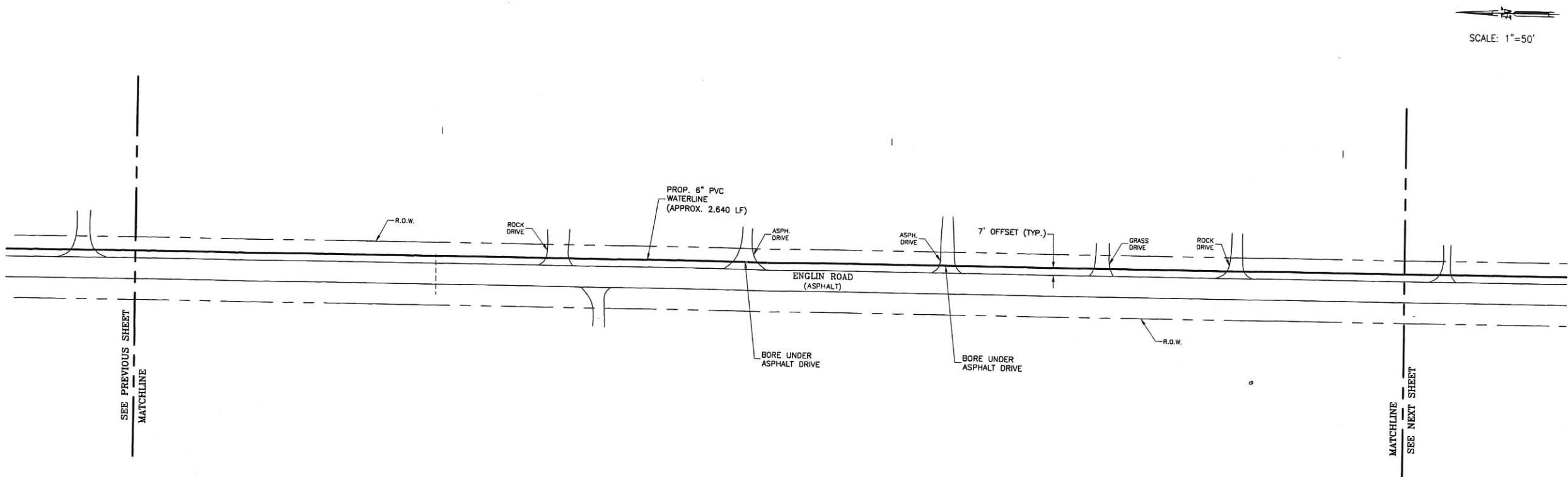
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Beaumont, Texas 77702



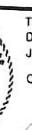
TRINITY BAY CONSERVATION DISTRICT  
WATERLINE EXTENSION ALONG ENGLIN ROAD

PROPOSED WATERLINE PLAN SHEET

Action	Name	Date
Design	GTG	7/20
Drawn	JRT	7/20
Checked	GTG	7/20
Approved	GTG	7/20
Scale	AS SHOWN	
Sheet	4	of 7



Date : 7/28/2020	 <b>JEFFREY D. LEWINS</b> 111537 REGISTERED PROFESSIONAL ENGINEER
File Name : Plan Sheets	
File Drawer No. : 8442	



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JEFFREY D. LEAVINS, P.E. 111537.  
ON 12.20.2020

**LJA Engineering, Inc.**

2615 Calder Avenue, Suite 50  
Beaumont, Texas 77702

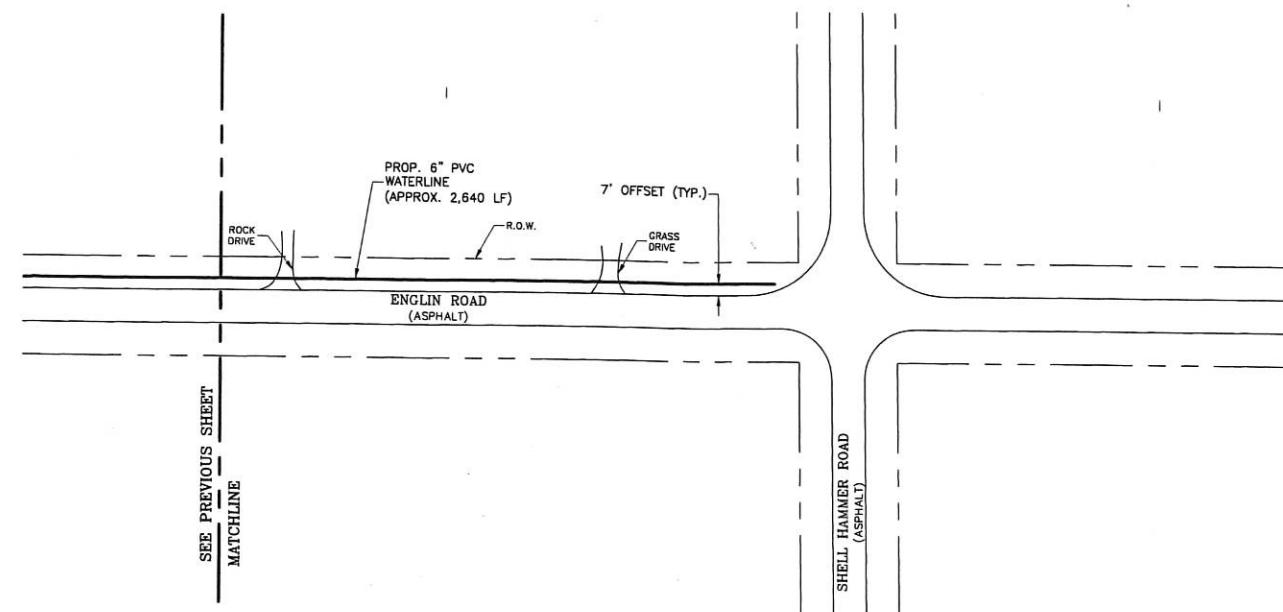
Phone 409.833.3333  
Fax 409.833.0303  
ERN - E-134

TRINITY BAY CONSERVATION DISTRICT  
WATERLINE EXTENSION ALONG ENGLIN ROAD

PROPOSED WATERLINE PLAN SHEET

ction	Name	Date
esign	GTG	7/20
rawn	JRT	7/20
checked	GTG	7/20
pproved	GTG	7/20
cale	AS SHOWN	

SCALE: 1"=50'



Date : 7/28/2020  
 File Name :  
 Plan Sheets  
 File Drawer No. : 6442



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEFFREY D. LEAVINS, P.E. 111537, ON 7/28/2020

No.	Revisions	By	Checked	Date

**LJA Engineering, Inc.**

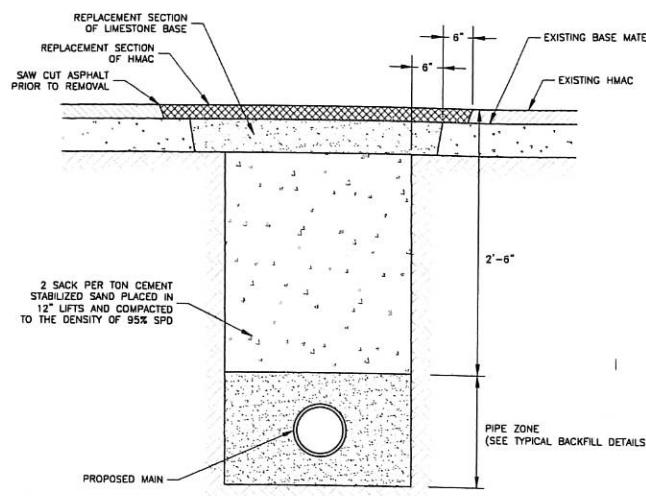
2615 Calder Avenue, Suite 500  
 Beaumont, Texas 77702

Phone 409.833.3363  
 Fax 409.833.0317  
 FRN - F-1386

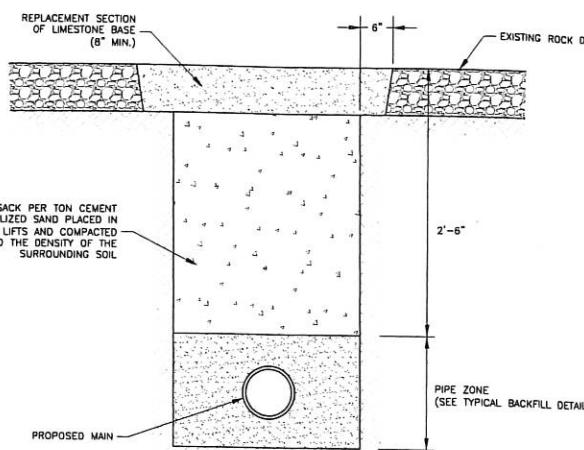
TRINITY BAY CONSERVATION DISTRICT  
 WATERLINE EXTENSION ALONG ENGLIN ROAD

PROPOSED WATERLINE PLAN SHEET

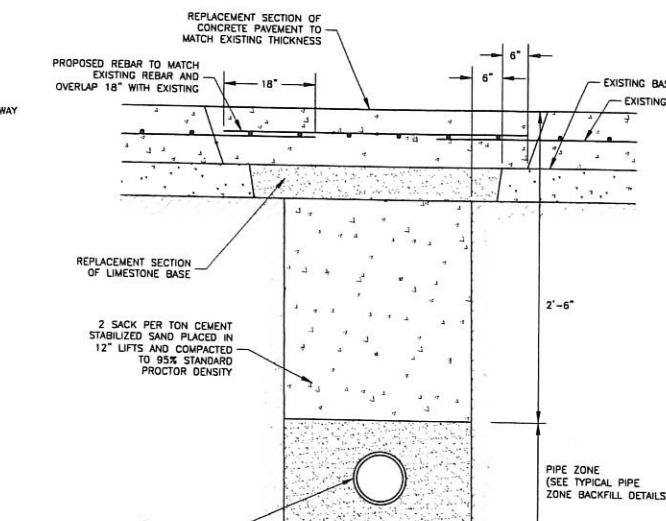
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Approved	GTG	7/20
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Sheet	6	of 7



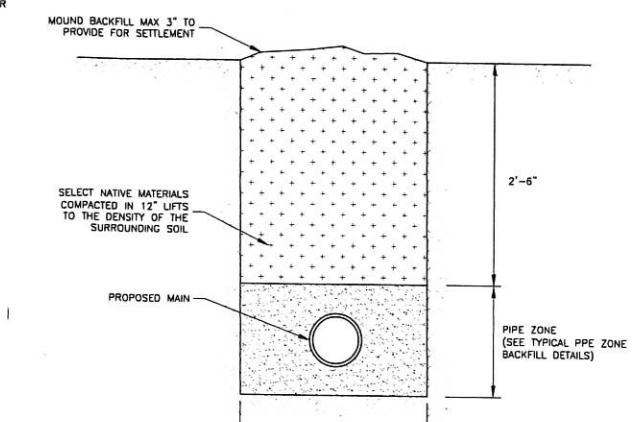
TYPICAL SURFACE RESTORATION  
IN ASPHALT PAVEMENT  
NTS



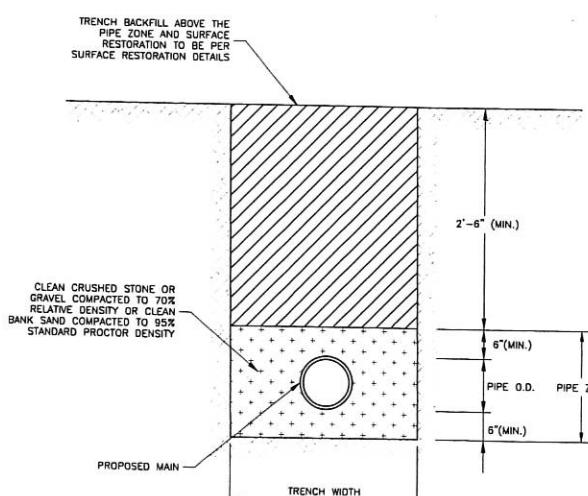
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IN ROCK DRIVEWAY  
NTS



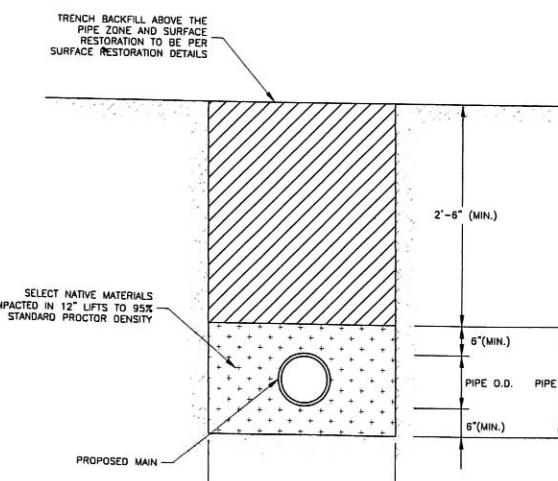
TYPICAL SURFACE RESTORATION  
IN CONCRETE PAVEMENT  
NTS



TYPICAL SURFACE RESTORATION  
OUTSIDE OF PAVEMENT  
NTS

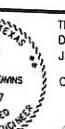


TYPICAL PIPE ZONE BACKFILL  
FOR MAINS INSIDE OF PAVEMENT  
NTS



TYPICAL PIPE ZONE BACKFILL  
FOR MAINS OUTSIDE OF PAVEMENT  
NTS

Date : 7/28/2020	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEFFREY D. LEAVINS, P.E. 111537, ON 7/28/2020.
File Name : Trench Details	STATE OF TEXAS JEFFREY D. LEAVINS REGISTERED PROFESSIONAL ENGINEER 111537
File Drawer No. : 8442	



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JEFFREY D. LEAVINS, P.E. 111537,  
ON 7/28/2020.

No.	Revisions	By	Checked	Date

**LJA Engineering, Inc.**

2615 Calder Avenue, Suite 500  
Beaumont, Texas 77702

Phone 409.833.3363  
Fax 409.833.0317  
FRN - F-1386



TRINITY BAY CONSERVATION DISTRICT  
WATERLINE EXTENSION ALONG ENGLIN ROAD

TRENCH DETAILS

Action	Name	Date
Design	GTC	7/20
Drawn	JRT	7/20
Checked	GTG	7/20
Approved	GTC	7/20
Scale	AS SHOWN	

Sheet 7 of 7

## Pepe Dominguez

---

**From:** Pepe Dominguez <[peped@co.jefferson.tx.us](mailto:peped@co.jefferson.tx.us)>  
**Sent:** Wednesday, August 05, 2020 10:02 AM  
**To:** 'Commissioner Alfred' (<[ealfred@co.jefferson.tx.us](mailto:ealfred@co.jefferson.tx.us)>)  
**Cc:** 'Commissioner Arnold' (<[eddiearnold@co.jefferson.tx.us](mailto:eddiearnold@co.jefferson.tx.us)>); 'Commissioner Weaver' (<[bweaver@co.jefferson.tx.us](mailto:bweaver@co.jefferson.tx.us)>); 'Commissioner Sinegal' (<[msinegal@co.jefferson.tx.us](mailto:msinegal@co.jefferson.tx.us)>); 'Judge Branick' (<[jbranick@co.jefferson.tx.us](mailto:jbranick@co.jefferson.tx.us)>); Steve Stafford [<[sstafford@co.jefferson.tx.us](mailto:sstafford@co.jefferson.tx.us)>] [<[sstafford@co.jefferson.tx.us](mailto:sstafford@co.jefferson.tx.us)>]; 'Ronda Conlin' (<[rconlin@co.jefferson.tx.us](mailto:rconlin@co.jefferson.tx.us)>); ggross@co.jefferson.tx.us; 'stacey@soutex.net'; Natalie Roberts (<[nroberts@co.jefferson.tx.us](mailto:nroberts@co.jefferson.tx.us)>); Doug Canant <[dscanant@dd6.org](mailto:dscanant@dd6.org)> [<[dscanant@dd6.org](mailto:dscanant@dd6.org)>]  
**Subject:** Tracts 49-A & 49-B, 5.134 (Called 5.136) Acres of Land, Replat of All of Lot 49 South Fork, Section One  
**Attachments:** Tracts 49-A & 49-B Replat of all of Lot 49 South Fork Sec. 1\_Comm Court.pdf

Commissioner Alfred ,

Attached is a PDF of Tracts 49-A & 49-B, 5.134 (Called 5.136) Acres of Land, Replat of All of Lot 49 South Fork, Section One, Jefferson County and located on Santa Fe Trail in Precinct #4. This plat is not within any ETJ and has met all the platting requirements of the Jefferson County Engineering Department.

I will be placing this plat on the Agenda for Tuesday, August 11<sup>th</sup> 2020.  
If you have any questions please contact either Steve or myself.

Pepe Dominguez

Pepe Dominguez  
Jefferson County Engineering  
1149 Pearl 5th Floor  
Beaumont, TX 77701  
Offc. 409 835-8584  
Fax. 409 835-8718  
email: [peped@co.jefferson.tx.us](mailto:peped@co.jefferson.tx.us)

## Acknowledgement and certificate of dedication by the Owner, to wit:

STATE OF TEXAS  
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT CECILE WHITNEY, OWNER OF 5.134 ACRES OF LAND, ALL OF LOT 49, SOUTH FORK, SECTION ONE, VOL 14, PG 164, MAP RECORDS, JEFFERSON COUNTY, TEXAS, AS CONVEYED TO ME BY DEEDS DATED 6/21/1990, AND RECORDED IN FILM CODE NOS. 103-23-0341 AND 103-23-0344, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 5.134 ACRES OF LAND, ALL OF LOT 49, SOUTH FORK, SECTION ONE, TO BE KNOWN AS THE TRACTS 49-A & 49-B, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS 3rd DAY OF August, 2020.

*Cecile L. Whitney*  
OWNER CECILE WHITNEY

STATE OF TEXAS  
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CECILE WHITNEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 3rd DAY OF August, 2020.

*Stacy G. Dill*  
NOTARY PUBLIC IN AND FOR  
JEFFERSON COUNTY, TEXAS  
MY COMMISSION EXPIRES 5/18/2021  
(DATE)

## Certificate of County Approval, to-wit:

STATE OF TEXAS  
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1  
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 2  
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 3  
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 4  
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE  
JEFFERSON COUNTY, TEXAS

## Certificates of Recording, to-wit:

STATE OF TEXAS  
COUNTY OF JEFFERSON

I, \_\_\_\_\_, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF 20, AT 0 O'CLOCK AM, AND DULY RECORDED ON THE 20 DAY OF 20, AT 0 O'CLOCK AM, IN THE PLAT RECORDS OF JEFFERSON COUNTY, TEXAS, IN BOOK 1, PAGE 1.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

## Certification of Jefferson County Engineering:

I, STEVE STAFFORD, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

COUNTY ENGINEER

## Certification of Surveyor:

I, RANDALL ALVEY CREEL, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

*Randall Alvey Creel*  
RANDALL ALVEY CREEL  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6678

Development Regulations Notes:  
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

Municipal/ETI note:  
THIS SUBDIVISION DOES NOT APPEAR TO LIE WITHIN THE BOUNDARIES OF ANY AREA OF EXTRA TERRITORIAL JURISDICTION.

School District Plat Note:  
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAMSHIRE-CANNETT INDEPENDENT SCHOOL DISTRICT.

FEMA Flood Plain Note:  
A PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN, FLOOD ZONE "A", AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY COMMUNITY PANEL # 480385-0240-C, DATED 08-06-2002.

Utility Notes:  
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENERGY  
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T  
GAS UTILITY SERVICE WILL BE PROVIDED BY: N/A  
WATER UTILITY SERVICE WILL BE PROVIDED BY: N/A  
SEWER UTILITY SERVICE WILL BE PROVIDED BY: N/A  
CABLE UTILITY SERVICE WILL BE PROVIDED BY: SPECTRUM

Sewage Disposal Note:  
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

Individual Water Supply Note:  
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

Pipeline Easement Note:  
ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

Drainage Easement Note:  
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

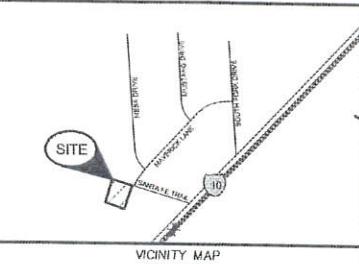
Benchmark(s):  
MAG SPIKE IN CONCRETE ON THE SOUTH RIGHT OF WAY LINE OF SANTA FE TRAIL, FOR THE MOST NORtherly COMMON CORNER OF TRACTS 49-A & 49-B, N:13900707.36, E: 3449194.23, ELEV. = 13.64'

## TRACTS 49-A &amp; 49-B

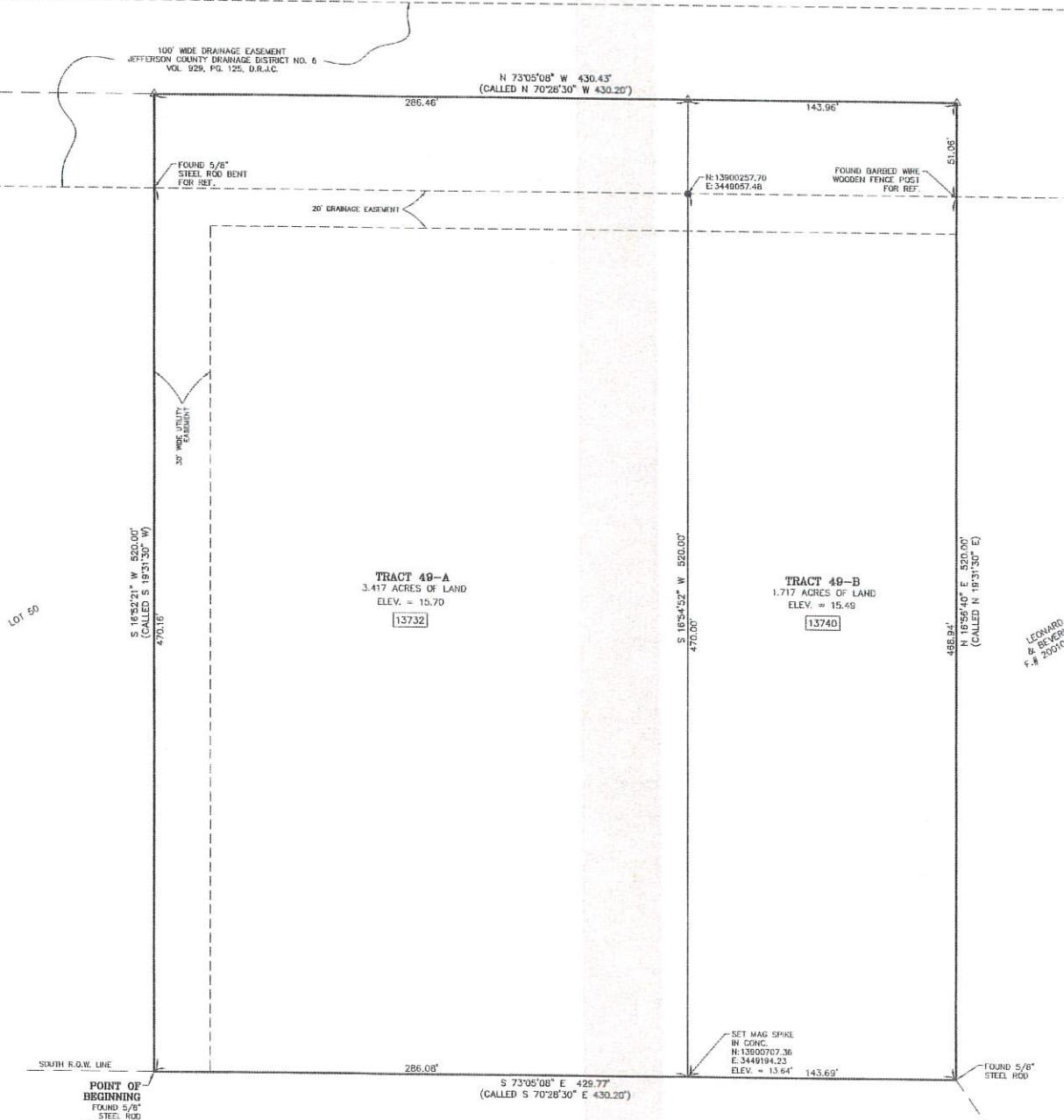
5.134 (CALLED 5.136) ACRES OF LAND  
REPLAT OF ALL OF LOT 49  
SOUTH FORK, SECTION ONE  
JEFFERSON COUNTY, TEXAS

LEONARD J. FRANCIS  
& BEVERLY J. FRANCIS  
F. # 2001016368, O.P.R.I.C.

SCALE: 1" = 40'



VICINITY MAP  
NO SCALE



LEONARD J. FRANCIS  
& BEVERLY J. FRANCIS  
F. # 2001016368, O.P.R.I.C.

TRACTS 49-A AND 49-B  
5.134 (CALLED 5.136) ACRES OF LAND  
ALL OF LOT 49, SOUTH FORK, SECTION ONE  
JEFFERSON COUNTY, TEXAS

BEING 5.134 (CALLED 5.136) ACRES OF LAND, ALL OF LOT 49, SOUTH FORT, SECTION ONE, RECORDED IN VOLUME 14, PAGE 164, MAP RECORDS, JEFFERSON COUNTY, TEXAS, SAID 5.134 ACRE TRACT BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

NOTE: BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, US SURVEY FEET, AND ARE REFERENCED TO SMARTNET, NORTH AMERICA.

BEGINNING AT A 5/8 INCH STEEL ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF SANTA FE TRAIL, FOR THE MOST NORtherly COMMON CORNER OF LOTS 49 AND 50, AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; SAID 5/8 INCH STEEL ROD HAVING COORDINATES OF N: 13900624.13, E: 3449467.93;

THENCE, SOUTH 16 DEG. 52 MIN. 21 SEC. WEST (CALLED SOUTH 19 DEG. 31 MIN. 30 SEC. WEST), ON THE WEST LINE OF LOTS 49 AND 50, AT 470.16' PASSING A BENT 5/8 INCH STEEL ROD FOUND FOR REFERENCED AND CONTINUING A DISTANCE OF 520.00' TO A POINT ON THE CENTERLINE OF A 100' WIDE DRAINAGE EASEMENT, THE JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6, RECORDED IN VOLUME 929, PAGE 125, DEED RECORDS, JEFFERSON COUNTY, TEXAS, FOR THE MOST SOUTHERLY COMMON CORNER OF LOTS 49 AND 50, AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 73 DEG. 06 MIN. 06 SEC. WEST (CALLED NORTH 70 DEG. 28 MIN. 30 SEC. WEST), ON THE CENTERLINE OF SAID 100' WIDE DRAINAGE EASEMENT, A DISTANCE OF 490.43' (CALLED 430.20) TO A POINT FOR THE SOUTHWEST CORNER OF LOT 49, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 16 DEG. 56 MIN. 40 SEC. EAST (CALLED SOUTH 10 DEG. 26 MIN. 30 SEC. EAST), ON THE WEST LINE OF LOT 49, AND AN EASTERLY LINE OF A TRACT OF LAND DESCRIBED AS FOLLOWS: LEONARD J. FRANCIS AND BEVERLY J. FRANCIS, RECORDED IN FILE NO. 2001016368, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, TEXAS, ON JULY 31, 2001, PASSING A WOOD FENCEPOST FOR A BARBED WIRE FENCE, FOUND FOR REFERENCED, AND CONTINUING A TOTAL DISTANCE OF 520.00' TO A 5/8 INCH STEEL ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF SANTA FE TRAIL, FOR THE NORTHWEST CORNER OF LOT 49, AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 73 DEG. 05 MIN. 00 SEC. EAST (CALLED SOUTH 70 DEG. 26 MIN. 30 SEC. EAST), ON THE SOUTH RIGHT-OF-WAY LINE OF SANTA FE TRAIL, A DISTANCE OF 429.77' (CALLED 430.20) TO THE POINT OF BEGINNING, AND CONTAINING 5.134 ACRES OF LAND, MORE OR LESS.

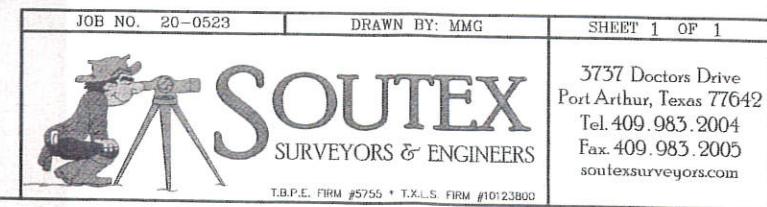
THIS DESCRIPTION IS BASED ON THE LAND SURVEY MADE UNDER THE DIRECT SUPERVISION OF RANDALL ALVEY CREEL, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6678 ON JULY 21, 2020.

CECILE WHITNEY  
LS-20-6523

OSSF TABLE				
TYPE OF FACILITY	USAGE RATE GALLONS PER DAY (WITHOUT WATER SAVING DEVICES)	REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET)	USAGE RATE - GALLONS PER DAY (WITH WATER SAVING DEVICES)	REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET)
SINGLE FAMILY (1-2 BEDROOMS) LESS THAN 1500 SQ. FT.	225	6428	180	5143
SINGLE FAMILY (3 BEDROOMS) LESS THAN 2500 SQ. FT.	300	8571	240	6857
SINGLE FAMILY (4 BEDROOMS) LESS THAN 3500 SQ. FT.	375	10714	300	8571
SINGLE FAMILY (5 BEDROOMS) LESS THAN 4500 SQ. FT.	450	12857	360	10286
SINGLE FAMILY (6 BEDROOMS) LESS THAN 5500 SQ. FT.	525	15000	420	12000

1. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL DISASTER MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SELECT TRACT LIES IN THE 100 YEAR FLOOD ZONE. THE ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SURVEYORS, INC. DOES NOT WARRANT NOR GUARANTEE THE ACCURACY OR SCALE OF SAID MAP.  
2. BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, US SURVEY FEET, REFERENCED TO SMARTNET, NORTH AMERICA.  
3. ELEVATIONS SHOWN ARE HAULDING ORTHOMETRIC HEIGHTS DERIVED USING GEOD128 AND ARE REFERENCED TO SMARTNET, NA.

FEMA Flood Zone: A  
Community Panel No.: 485457-0035-C  
Panel Date: 08/06/2002



## TEXAS HISTORICAL COMMISSION

### HURRICANES HARVEY, IRMA, AND MARIA (HIM) EMERGENCY SUPPLEMENTAL HISTORIC PRESERVATION FUND (ESHPF) GRANT CFDA: 15.957

FEDERAL AGENCY: NATIONAL PARK SERVICE (NPS)  
FEDERAL AWARD IDENTIFICATION NO. (FAIN): P19AP00014

### SUBGRANT AGREEMENT TX-02-10026

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#### **ARTICLE I. PARTIES**

This Agreement is entered into by the Texas Historical Commission (DUNS No. 099724275), an agency of the State of Texas, hereinafter referred to as “THC”, and Jefferson County (DUNS No. 010807535), hereinafter referred to as “Subgrantee”.

#### **ARTICLE II. AUTHORITY & PURPOSE**

This Agreement is made pursuant to a grant awarded to THC by the U.S. Department of the Interior, National Park Service (“NPS”), on April 4, 2019 under the provisions of the National Historic Preservation Act of 1966 as amended (54 U.S.C. Sec 300101 et seq.), Continuing Appropriations Act, 2017 (P.L. 115-123), and is pursuant to the terms and conditions of the Historic Preservation Fund (“HPF”) Grants Manual, 2007 (link in Art. III below), and all provisions under [2 CFR 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

This Agreement is made for the purpose of funding a project or projects to be undertaken by Subgrantee as a participant in the Hurricanes Harvey, Irma, and Maria Emergency Supplemental Historic Preservation Fund (HIM-ESHPF) Grant Program.

This Agreement is also authorized under Texas Government Code Ch. 442.005 and is subject to the Statewide Uniform Grant Management Standards (UGMS), Texas Government Code Ch. 783, and the conditions and assurances promulgated thereunder by the Texas State Comptroller’s Office. The UGMS can be found here: <https://comptroller.texas.gov/purchasing/grant-management>.

#### **ARTICLE III. ACRONYMS & DEFINITIONS**

- **Coercion.** Has the meaning given at section 103 of the Trafficking Victims Protection Act, as amended (22 U.S.C. § 7102).
- **Commercial sex act.** Has the meaning given at section 103 of the Trafficking Victims Protection Act, as amended (22 U.S.C. § 7102).
- **E.O.** Executive Order.
- **Employee.** Either:

- An individual employed by Subgrantee or a subcontractor who is engaged in the performance of the project or program under this award; or
  - Another person engaged in the performance of the project or program under this award and not compensated by Subgrantee including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- **ESHPF.** Emergency Supplemental Historic Preservation Fund.
- **Forced labor.** Labor obtained by any of the following methods: The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- **Government.** The federal government of the United States of America.
- **HIM-ESHPF.** The Hurricanes Harvey, Irma, and Maria Emergency Supplemental Historic Preservation Fund.
- **HPF.** Historic Preservation Fund.
- **Private entity.** Any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and includes:
  - A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
  - A for-profit organization.
- **SAM.** System for Award Management.
- **Severe forms of trafficking in persons.** Has the meaning given at section 103 of the Trafficking Victims Protection Act, as amended (22 U.S.C. § 7102).
- **SHPO.** State Historic Preservation Office.
- **State.** The State of Texas.
- **UGMS.** The State of Texas Uniform Grant Management Standards.
- **United States.** The 50 states and the District of Columbia.
- **Worker.** Any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and
  - Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

- Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. § 541,
- Regardless of the contractual relationship alleged to exist between the individual and the employer,
- Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).
- Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

## **ARTICLE IV. SCOPE OF WORK**

- A. The eligible Scope of Work for the project(s) under this Agreement is included in **Attachment B**, as attached hereto and herein incorporated by reference.
- B. The Scope of Work shall include eligible pre-development or development work, eligible review and compliance activities, and National Register of Historic Places nomination work as defined in Chapter 6, Sections J, I, K, M, and O of the HPF Grants Manual. The manual can be found here: [https://www.nps.gov/preservation-grants/HPF\\_Manual.pdf](https://www.nps.gov/preservation-grants/HPF_Manual.pdf). All of the activities defined in those sections apply unless specifically stated to the contrary in this Agreement. Funds may also be used for workshops or technical assistance to local government officials and property owners to preserve historic resources affected by Hurricane Harvey, or for the recordation and survey of damaged structures in accordance with Chapter 6, Section D of the HPF Grants Manual. Only damage resulting from the named disaster is eligible for assistance, and all development work must only be directed to properties listed in, or eligible for listing in, the National Register of Historic Places.
- C. The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (“ADA”), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (“ABA”). Work altering the property should be done in compliance with all applicable regulations and guidance.
- D. No substantial involvement on the part of NPS is anticipated for the successful completion of the Scope of Work eligible under this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, or technical assistance at the request of Subgrantee or THC.
- E. As necessary, Subgrantee represents and warrants that it will monitor the activities of any of its subrecipients under this Agreement to ensure that any subaward(s) are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved within the Scope of Work of this Agreement.

## ARTICLE V. AMOUNT OF CONTRACT

The total amount of this Agreement shall not exceed **\$249,913.00**. THC shall reimburse Subgrantee on a cash basis exclusively from the U.S. Department of the Interior NPS Emergency Supplemental Historic Preservation Fund. This Agreement is subject to the availability of those funds and is subject to termination or cancellation, either in whole or in part, without penalty to THC if such funds are not appropriated or become unavailable.

## ARTICLE VI. TERM OF THE AGREEMENT

The period of this Agreement begins on the date of the last signature in Article XVI and shall terminate on **March 31, 2023** (“Initial Term”), unless terminated at an earlier date per Article XII. **The period of performance for work eligible for reimbursement under this Agreement begins from the incident date of Hurricane Harvey, August 23, 2017, and shall terminate on March 31, 2023.**

All work authorized by this Agreement shall be completed by March 31, 2023 in order to be eligible for reimbursement hereunder. Any expenses incurred by Subgrantee for work completed before August 23, 2017 or after March 31, 2023 shall be considered ineligible for reimbursement, unless otherwise mutually agreed and pursuant to a dually executed amendment to this Agreement.

All reimbursement requests shall be submitted to THC within 30 days of the expiration of the Initial Term, or by **April 30, 2023**. All final products, deliverables, and final reports must be submitted within 60 days of the end of the Contract Term, or by **May 31, 2023**.

Extensions of the Initial Term of this Agreement may be granted by THC upon review and approval of a written extension request and sufficient justification by Subgrantee (“Extension”), provided that the same extension has first been provided to THC by NPS. Extensions are not guaranteed.

## ARTICLE VII. AWARD & PAYMENT

- A. THC will provide funding to Subgrantee on a reimbursement basis in an amount not to exceed that defined in Article V, for the Scope of Work described in **Attachment B**, and in accordance with the THC-approved Estimated Budget found in **Attachment C**.
- B. Subgrantee shall request payment in accordance with the procedures set forth in **Attachment D**, Reimbursement Request Policies & Procedures.
- C. **Allowable and Eligible Costs.** Expenses charged against awards under this Agreement may not be incurred prior to the Hurricane Harvey incident date of August 23, 2017 and may be incurred only as necessary to carry out the approved objectives, scope of work, and budget approved by NPS and THC. Subgrantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the Period of Performance end date stipulated in this Agreement. Additional information on Eligible Costs can be found in **Attachment A**, NPS Grant Conditions as well as Chapter 13 of the HPF Grants Manual.
- D. **Travel Costs.** For travel costs charged against awards under this Agreement, costs incurred must be considered reasonable and otherwise allowable, to the extent that such costs do not

exceed charges normally allowed by Subgrantee in its regular operations as the result of Subgrantee's written travel policy, and these charges do not exceed federal GSA maximum travel rates or THC-set travel rates, as outlined in **Attachment D**, Reimbursement Request Policies & Procedures. All charges for travel must conform to the applicable cost principles.

**E. Indirect Costs.** Indirect costs are allowable only if they are 1) applicable to Subgrantee's project(s), and 2) specifically included as a line item in the approved **Attachment C**, Estimated Budget.

## ARTICLE VIII. PRIOR APPROVAL

Subgrantee shall obtain prior approval from THC for specific actions in accordance with 2 CFR 200.308 and the HPF Grants Manual, including:

- a) changes to approved budgets (of 10% or more per budget category),
- b) program revisions to Scope of Work, and
- c) use of income generated as a result of this grant program (not anticipated).

## ARTICLE IX. INSURANCE & LIABILITY

**A. Insurance.** Subgrantee shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government and THC to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this Agreement.

**B. Insured.** Reserved.

**C. Indemnification.** Neither party assumes any indemnification obligation under this agreement Subgrantee hereby agrees:

1. Reserved.
2. To pay the United States and the State of Texas the full value for all damage to the lands or other property of the United States or the State of Texas caused by Subgrantee, its officers, employees, or representatives.
3. To provide workers' compensation protection to Subgrantee, its officers, employees, and representatives.
4. To cooperate with THC and NPS in the investigation and defense of any claims that may be filed with NPS or the State of Texas arising out of the activities of Subgrantee, its agents, and employees.
5. In the event of damage to or destruction of the buildings and facilities assigned for the use of Subgrantee in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require NPS or the State of Texas to replace or repair the buildings or facilities. If NPS determines in writing, after consultation with THC and Subgrantee that damage to the buildings or portions thereof renders such buildings unsuitable for continued use, NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting

operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable for use will constitute termination of this Agreement by THC and NPS.

**D. Flow-Down.** For the purposes of this Article, "Subgrantee" includes such subgrantees, contractors, or subcontractors as, in the judgment of THC and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this Article.

## ARTICLE X. REPORTS & DELIVERABLES

**A. Interim Reports.** Subgrantees will report on the funded project, tasks, or activities under this Agreement by submitting **Interim Progress Reports** to THC on a quarterly basis pursuant to the Reporting Periods included in Subsection C below, until the completion of the grant, and shall include:

1. A completed Interim Progress Report Cover Sheet (see **Attachment E**), and
2. Any backup documentation or attachments needed in order to submit completed information.

**B. Final Report.** A **Final Report** must be submitted within 60 days of the end of the contract period, or by **May 31, 2023**, and shall include:

1. A completed Final Report Cover Sheet (see **Attachment F**),
2. Any backup documentation or attachments needed in order to submit completed information, and
3. One digital copy of any deliverables, publications, or products associated with or produced by this grant (ex: before and after images, workshop materials, handouts, pamphlets, videotapes, press releases, etc.), under the terms and conditions stipulated in **Attachment G**, Digital Product Submission Guidelines.

**C. Reporting Periods.** The following reporting period end dates shall be used for the interim reports required pursuant to Subsection A above. For final reports, the reporting period end date shall be the end date of the Contract. **Quarterly interim progress reports shall be submitted no later than 15 days after the end of each reporting period.**

Period Begin Date	Period End Date	Report Due Date
Contract Execution	May 31, 2020	<b>June 15, 2020</b>
June 1, 2020	August 31, 2020	<b>September 15, 2020</b>
September 1, 2020	November 30, 2020	<b>December 15, 2020</b>
December 1, 2020	February 28, 2021	<b>March 15, 2021</b>
March 1, 2021	May 31, 2021	<b>June 15, 2021</b>
June 1, 2021	August 31, 2021	<b>September 15, 2021</b>
September 1, 2021	November 30, 2021	<b>December 15, 2021</b>
December 1, 2021	February 28, 2022	<b>March 15, 2022</b>
March 1, 2022	May 31, 2022	<b>June 15, 2022</b>
June 1, 2022	August 31, 2022	<b>September 15, 2022</b>
September 1, 2022	November 30, 2022	<b>December 15, 2022</b>

December 1, 2022	February 28, 2023	<b>March 15, 2023</b>
March 1, 2023	March 31, 2023	<b>Final Report due May 31, 2023</b>

**D. Report Submission.** All reports shall be submitted to THC via email to him-eshpf@thc.texas.gov. Subgrantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports. Failure to submit timely and acceptable progress reports places Subgrantee in noncompliance with the terms and conditions of this Agreement and can result in withholding, suspension, or termination.

**E. Records Access and Review.** The Secretary of the Interior and the Comptroller General of the United States, THC, the State Comptroller of Texas and the duly authorized representatives of the foregoing, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to this Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333. THC reserves the right to direct Subgrantee to retain documents for a longer period of time or transfer certain records to THC custody when it is determined the records possess longer term retention value. Subgrantee must include the substance of this clause in all subawards and subcontracts.

**F. Deliverables/Publications.** Subgrantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables, press, and publications concerning NPS grant-supported activities as referenced in the Scope of Work, **Attachment B**.

1. All deliverables must contain the following disclaimer and acknowledgement:
 

*"This material was produced with assistance from the Emergency Supplemental Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."*
2. Deliverables/publications include but are not limited to: grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs, invitations and photos, websites, mobile apps, exhibits, and interpretive signs.
3. Refer to the attached guidance document, **Attachment G**, Digital Product Submission Guidelines for instructions on creating, naming, and submitting digital copies of deliverables and publications.
4. The NPS and THC shall have a royalty-free right to republish any materials produced under this grant. All photos included as part of the interim and final reporting, and deliverables or publications will be considered released to NPS for future official use. Photographer, date, and caption should be identified on each photo, so that NPS may provide proper credit for use.
5. A digital (preferred) or physical copy of all deliverables must be available for public access.

## ARTICLE XI. PROPERTY UTILIZATION

Subgrantee may not expend grant funds for tangible, nonexpendable personal property or equipment, including exempt property.

## ARTICLE XII. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION, & DISPUTE RESOLUTION

- A. This Agreement may be modified only by a written instrument executed by both parties. Requests for amendments, and any approved amendments, will be in writing.
- B. Additional conditions may be imposed by THC if it is determined that Subgrantee is non-compliant with the terms and conditions of this Agreement. Remedies for Noncompliance can be found in 2 CFR 200.338 and will be discussed on an as-needed basis between Subgrantee authorized officials and THC staff.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.
- D. The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the Agreement, unless some other dispute resolution process is otherwise provided under this Agreement or relevant law.

## ARTICLE XIII. GENERAL & SPECIAL PROVISIONS

### A. General Provisions

- 1. **Compliance with Laws, Rules, and Requirements.** Subgrantee represents and warrants that it will comply and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Subgrantee represents and warrants that it will comply with all requirements imposed by THC concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subgrantee, the more restrictive requirement applies.
- 2. **OMB Circulars and Other Regulations.** The following Federal and State regulations are incorporated by reference into this Agreement. Full text for Federal regulations can be found at [www.ecfr.gov](http://www.ecfr.gov).
  - a. Administrative Requirements:  
*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;*
  - b. Determination of Allowable Costs:  
*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles,*

*and Audit Requirements for Federal Awards, Subpart E;*

- c. Audit Requirements:  
*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.*
- d. Code of Federal Regulations/Regulatory Requirements:  
*2 CFR Part 182 & 1401*, “Government–Wide Requirements for a Drug–Free Workplace”;  
*2 CFR 180 & 1400*, “Non–Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (Non-Procurement)”;  
*43 CFR 18*, “New Restrictions on Lobbying”;  
*2 CFR Part 175*, “Trafficking Victims Protection Act of 2000”;  
*FAR Clause 52.203–12, Paragraphs (a) and (b)*, Limitation on Payments to Influence Certain Federal Transactions;  
*2 CFR Part 25*, System for Award Management ([www.SAM.gov](http://www.SAM.gov)) and Data Universal Numbering System (DUNS); and  
*2 CFR Part 170*, “Reporting Subawards and Executive Compensation”.

- e. State Regulations:

This Agreement is subject to the UGMS, developed and maintained by the State of Texas Comptroller’s Office under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in the local government and in programs requiring cooperation among local, state, and Federal agencies.

- 3. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- 4. **Lobbying Prohibition.** Pursuant to 18 U.S.C. § 1913, Lobbying with Appropriated Moneys, no part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the

United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

5. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
6. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432, it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy, and Subgrantee is encouraged to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
7. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and THC.
8. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
9. **Agency.** Neither THC nor Subgrantee is an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will THC or Subgrantee represent itself as such to third parties. NPS employees are not agents of THC or Subgrantee and will not act on behalf of THC or Subgrantee.
10. **Non-Exclusive Agreement.** This Agreement in no way restricts THC, Subgrantee, or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
11. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
12. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other

than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
14. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS, THC, and Subgrantee or its representatives. No representative of Subgrantee shall perform any function or make any decision properly reserved by law or policy to the Government.
15. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS, THC, and Subgrantee. Except as expressly provided herein, it is not intended, nor shall it be construed, to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
16. **Foreign Travel.** Subgrantee shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301–10.131 through 301–10.143.
17. **Child Support Obligation.** Subgrantee represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: “Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from funds awarded by the State must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”
18. **Clean Air Act and Federal Water Pollution Control Act.** If the Contract Amount in Article V of this Agreement exceeds \$150,000, Subgrantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
19. **Contract Work Hours and Safety Standards Act.** If the Contract Amount in Article V of this Agreement exceeds \$100,000 and Subgrantee seeks to employ mechanics or laborers to perform services involving funds under this Agreement, Subgrantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
20. **Cybersecurity Training Program (Local Government System).** If Subgrantee is a local

government entity, Subgrantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

21. **Cybersecurity Training Program (State Contractor).** If Subgrantee has access to any state computer system or database, Subgrantee shall complete cybersecurity training and verify completion of the training program to THC pursuant to and in accordance with Section 2054.5192 of the Government Code.
22. **Disclosure of Suspected Fraud, Unlawful Conduct, and Violations of Federal Criminal Law.** Subgrantee represents and warrants its compliance with 2 CFR § 200.113 and Section 321.022 of the Texas Government Code which require the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of suspected fraud; unlawful conduct; and certain civil, criminal, or administrative proceedings to SAM and/or the State Auditor's Office, as applicable.
23. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** Subgrantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
24. **Excluded Parties.** Subgrantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control.
25. **Executive Head of a State Agency Affirmation.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subgrantee certifies that it is not (1) the executive head of THC, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of THC, or (3) a person who employs a current or former executive head of THC.
26. **Federal Solid Waste Disposal Act.** If applicable, Subgrantee represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
27. **No Waiver on Sovereign Immunity.** The Parties expressly agree that no provision of the grant is in any way intended to constitute a waiver by THC or the State of Texas of any immunities from suit or from liability that THC or the State of Texas may have by operation of law.

## B. Special Provisions

### 1. Public Information and Endorsements

- a. Subgrantee shall not publicize or otherwise circulate promotional material (such

as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, departmental, bureau, or government employee endorsement of a business, product, service, or position which Subgrantee represents. No release of information relating to this award may state or imply that the State or the federal government approves of Subgrantee's work products or considers Subgrantee's work product to be superior to other products or services.

- b. All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

*Partially funded by the Emergency Supplemental Historic Preservation Fund, National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material do not constitute endorsement or necessarily reflect the views of the Department of the Interior or U.S. Government.*

- c. Subgrantee must obtain prior written approval from THC for any public information releases concerning this award which refer to THC, the Department of the Interior, or any bureau or employee of the foregoing (by name or title). The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval. Subgrantee must provide THC with a digital copy of any public information releases concerning this award.
- d. Subgrantee must transmit notice of any public ceremonies planned to publicize the project or its results in a timely enough manner so that NPS, Department of the Interior, Congressional or other Government officials, THC staff and members, or other State officials can attend if desired.
- e. If Subgrantee is a governmental entity, Subgrantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.
- f. Information, documentation, and other material in connection with this Agreement or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Subgrantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2. **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit

will be given to the efforts of those parties' contribution to the publication. In the event that no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but will assume full responsibility for any statements on which there is a difference of opinion.

3. **Rights in Data.** Subgrantee must grant the United States of America and the State a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of, in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by Subgrantee, its employees, or any individual or concern specifically employed or assigned to originate and prepare such material.
4. **Retention and Access Requirements for Records.** All Subgrantee financial and programmatic records, supporting documents, statistical records, and other grant-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337 and the HPF Grants Manual. THC reserves the right to direct Subgrantee to retain documents for a longer period of time or transfer certain records to THC custody when it is determined the records possess longer term retention value. Subgrantee must include the substance of this clause in all subawards and subcontracts.
5. **Audit Requirements**
  - a. Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. § 7501–7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6> or through a search on [www.ecfr.gov](http://www.ecfr.gov).
  - b. Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the THC or NPS.
  - c. Federal audits, if required, shall be made by an independent auditor in accordance with generally accepted Government auditing standards covering financial audits. Additional audit requirements applicable to this Agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb>.
  - d. Additionally, the State auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds directly under the Agreement or indirectly through a subgrant under this Agreement acts as acceptance of the authority of the State auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection

with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State auditor must provide the State auditor with access to any information the State auditor considers relevant to the investigation or audit.

6. **Procurement Procedures.** Subgrantees must comply with the Federal procurement standards found in 2 CFR 200.317-320.

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all subgrantees of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by Subgrantee to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible.

Subgrantee shall take all of the following steps to further this goal:

- a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- b. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

7. **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government While Driving.** Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately-owned vehicles when on official government business or when performing any work for or on behalf of the government.
8. **Seat Belt Provision.** Subgrantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
9. **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of

the Trafficking Victims Protections Act of 2000, as amended (2 CFR 175.15).

a. If Subgrantee is a private entity:

- i. Subgrantee, Subgrantee's employees, any subgrantees and employees under this Agreement may not:
  - 1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2) Procure a commercial sex act during the period of time that the award is in effect; or
  - 3) Use forced labor in the performance of the award or subawards under the award.
- ii. THC, as the State awarding agency, may unilaterally terminate this award, without penalty, if Subgrantee, a private entity:
  - 1) Is determined to have violated a prohibition in paragraph (a)(i) of this section; or
  - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a)(i) of this section through conduct that is either:
    - a) Associated with performance under this award; or
    - b) Imputed to Subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-Procurement)," as implemented at 2 CFR Part 1400.

b. If Subgrantee is not a private entity:

THC, as the State awarding agency, may unilaterally terminate this award, without penalty, if Subgrantee is a not private entity, and

- i. Is determined to have violated an applicable prohibition in paragraph (a)(i) of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a)(i) of this section through conduct that is either:
  - 1) Associated with performance under this award; or
  - 2) Imputed to Subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non Procurement)," as implemented at 2 CFR Part 1400.

c. Provisions applicable to all Subgrantees.

- i. Subgrantee must inform THC immediately of any information Subgrantee receives from any source alleging a violation of a prohibition in paragraph (a)(i) of this section.

- ii. THC's right to terminate unilaterally that is described in paragraph (a)(ii) or (b) of this section:
  - 1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - 2) Is in addition to all other remedies for noncompliance that are available to THC under this award.

## **10. Subgrantee Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**

- a. This award and employees working under the provisions of this Agreement will be subject to the whistleblower rights and remedies in the pilot program on employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- b. Subgrantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712.
- c. Subgrantee shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

## **11. Conflicts of Interest**

- a. *Applicability*
  - i. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
  - ii. In the procurement of supplies, equipment, construction, and services by Subgrantee and by employees and subcontractors of Subgrantee, the conflict of interest provisions in 2 CFR 200.318 and Chapter 176 of the Texas Local Government Code apply.
- b. *Requirements*
  - i. Subgrantee must avoid actual or potential prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question Subgrantee's ability to provide impartial, technically sound, and objective performance under or with respect to this Agreement.
  - ii. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of Subgrantee, if Subgrantee was substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to Subgrantee or subcontractors or in development of the requirement leading to the funding announcement.
- c. *Notification*
  - i. Subgrantee must disclose in writing any conflict of interest to THC in accordance with 2 CFR 200.112, Conflicts of Interest.

- ii. Subgrantee must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. Subgrantee is responsible for notifying THC in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subcontractors.
- d. *Restrictions on Lobbying.* Non-Federal entities are strictly prohibited from using funds under this Agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 U.S.C 1352.
- e. *Review Procedures.* THC will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the project or projects under this Agreement, will determine whether a significant potential conflict exists, and, if it does, will develop an appropriate means for resolving it.
- f. *Enforcement.* Failure to resolve conflicts of interest in a manner that satisfies the State may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

## 12. Minimum Wages Under Executive Order 13658 (January 2015)

- a. *Executive Order Minimum Wage Rate.*
  - i. Subgrantee shall pay to workers, while performing in the United States, and performing on, or in connection with, this Agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.
  - ii. Subgrantee shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.
  - iii.
    - 1) Subgrantee may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance but will not otherwise include any amount for general and administrative costs, overhead, or profit.
    - 2) Subgrantee may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (a)(ii). THC shall consider any Subgrantee requests for such price adjustment.

- 3) Neither NPS nor THC will adjust the agreement price under this clause for any costs other than those identified in paragraph (a)(iii)(1) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
- 4) Subgrantee warrants that the prices in this Agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- 5) Subgrantee shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. Subgrantee may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.
- 6) Subgrantee shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
- 7) Nothing in this clause shall excuse Subgrantee from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
- 8) Subgrantee shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
- 9) Subgrantee shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

b. *Applicability*

- i. This clause applies to Workers as defined in this Agreement. As provided in that definition:
  - 1) Workers are covered regardless of the contractual relationship alleged to exist between Subgrantee or a subcontractor and the worker;
  - 2) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and
  - 3) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
- ii. This clause does not apply to -
  - 1) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals

who perform duties necessary to the performance of this Agreement, but who are not directly engaged in performing the specific work called for by this Agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

2) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to:

- a) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).
- b) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).
- c) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § Part 541).

c. *Notice.* Subgrantee shall notify all workers performing work on, or in connection with, this Agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, Subgrantee may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, Subgrantee shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Subgrantees that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any website that is maintained by Subgrantee, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

d. *Payroll Records.*

- i. Subgrantee shall make and maintain records, for three (3) years after completion of the work, containing the following information for each worker:
  - 1) Name, address, and social security number;
  - 2) The worker's occupation(s) or classification(s);
  - 3) The rate or rates of wages paid;
  - 4) The number of daily and weekly hours worked by each worker;
  - 5) Any deductions made; and
  - 6) Total wages paid.

THC reserves the right to direct Subgrantee to retain documents for a longer period of time or transfer certain records to THC custody when it is determined the records possess longer term retention value.

ii. Subgrantee shall make records pursuant to paragraph (d)(i) of this clause

available for inspection and transcription by authorized representatives of the Administrator. Subgrantee shall also make such records available upon request of THC or the NPS.

- iii. Subgrantee shall make a copy of this Agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
- iv. Failure to comply with this paragraph (d) shall be a violation of 29 CFR. § 10.26 and this Agreement. Upon direction of the Administrator or upon the action of the NPS or THC, payment shall be withheld until such time as the noncompliance is corrected.
- v. Nothing in this clause limits or otherwise modifies Subgrantee's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
- e. *Access.* Subgrantee shall permit authorized representatives of the Administrator or THC to conduct investigations, including interviewing workers at the worksite during normal working hours.
- f. *Withholding.* NPS or THC may, upon either's own action or upon written request of the Administrator, withhold funds or cause funds to be withheld, from Subgrantee under this or any other Federal agreement with Subgrantee, sufficient to pay workers the full amount of wages required by this clause.
- g. *Disputes.* The U.S. Department of Labor has set forth in 29 CFR § 10.51, Disputes Concerning Contractor Compliance, the procedures for resolving disputes concerning Subgrantee's compliance with Department of Labor regulations at 29 CFR § 10. Such disputes shall be resolved in accordance with those procedures. This includes disputes between Subgrantee (or any of its subcontractors) and THC, the Department of Labor, or the workers or their representatives.
- h. *Anti-Retaliation.* Subgrantee shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- i. *Subcontractor Compliance.* Subgrantee is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due to Subgrantee or subcontract workers.
- j. *Subawards.* Subgrantee shall include the substance of this clause, including this paragraph (j) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

### 13. Data Availability

- a. *Applicability.* The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.
- b. *Use of Data.* The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- c. *Availability of Data.* Subgrantee and THC shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:
  - i. The scientific data relied upon;
  - ii. The analysis relied upon; and
  - iii. The methodology, including models, used to gather and analyze data.

### ARTICLE XIV. KEY OFFICIALS

Unless otherwise noted, all grant documents should be sent to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov). Subgrantee shall include the subgrant agreement number on all correspondence.

Key officials are essential to ensure maximum coordination and communication between contract parties and the work being performed. The key officials for THC are as follows:

#### **Texas HIM-ESHPF Program Coordinator**

Lisa Hart

[lisa.hart@thc.texas.gov](mailto:lisa.hart@thc.texas.gov)

(512) 463-6000

Division of Architecture

Texas Historical Commission

P.O. Box 12276

Austin, Texas 78701-2276

#### **Texas HIM-ESHPF Grant Coordinator**

Norma Valle

[norma.valle@thc.texas.gov](mailto:norma.valle@thc.texas.gov)

(512) 463-5976

Staff Services Division

Texas Historical Commission

P.O. Box 12276

Austin, Texas 78701-2276

## ARTICLE XV. ATTACHMENTS

The following documents are attached to, and made a part of, this Agreement:

- A. NPS Grant Conditions
- B. Scope of Work
- C. Estimated Budget
- D. Reimbursement Request Policies & Procedures
- E. Interim Progress Report Cover Sheet
- F. Final Report Cover Sheet
- G. Digital Product Submission Guidelines
- H. HIM-ESHPF Subgrant Signature Card  
*\*Please complete and return to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov) upon contract execution.*
- I. Direct Deposit Authorization Form  
*\*Please complete and return to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov) upon contract execution.*

## ARTICLE XVI. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

## FOR THE TEXAS HISTORICAL COMMISSION:

Name: Mark S. Wolfe Date  
Title: Executive Director and Texas SHPO

## **FOR THE SUBGRANTEE:**

Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

## ATTACHMENT A

### NPS GRANT CONDITIONS

State, Tribal, Local, Plans & Grants (STLPG) Division  
National Park Service

#### **1. ELIGIBLE COSTS**

Eligible costs under this award are as described in this attachment as well as 2 CFR 200, and the Historic Preservation Fund (HPF) Grants Manual, found here:

[https://www.nps.gov/preservation-grants/HPF\\_Manual.pdf](https://www.nps.gov/preservation-grants/HPF_Manual.pdf).

For this grant program, they also include:

- a. Recovery of historic resources in areas that received a major disaster declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.);
- b. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA)
- c. Administrative costs necessary to complete and administer the program
- d. Necessary compliance activities required by 54 U.S.C. § 306108 (commonly known as Section 106) of the National Historic Preservation Act related to the consequences of Hurricanes Harvey, Irma, and Maria
- e. Recovery and repair of properties:
  - i. Eligible properties include historic districts, buildings, sites, structures and objects listed or eligible for listing in the National Register of Historic Places
  - ii. Eligible properties include historic districts, buildings, sites, structures and objects listed or considered eligible for listing in the National Register of Historic Places by the Tribal Historic Preservation Officer;
  - iii. Eligible properties that receive funding must complete and submit a nomination as part of the project;
  - iv. All work must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
  - v. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
- f. Survey and inventory of historic resources to determine eligibility, degree of damage, and provide preparedness for future disasters;
- g. Projects must substantially mitigate the threat and include steps to mitigate future damage.
- h. Cost for producing a nomination to the National Register of Historic Places (if applicable);
  - i. Cost for administering an easement/covenant for the property;
  - j. Cost for any required audits or financial requests;
  - k. Cost for the production of a project sign;
  - l. Costs for public notice of subgrant opportunity, and notice of grant and subgrant awards;
  - m. Costs associated with required training or reporting; and
  - n. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

## 2. OVERSIGHT

The National Park Service and THC will provide oversight of this grant project through the following reviews:

- a. Review and approval of interim and final reporting to include compliance with 2 CFR 200;
- b. Review and approval of consultants' qualifications to conduct the work of the grant project if over \$50,000 Federal share;
- c. Review and approval for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- d. Review and approval for compliance with Sections 106 (54 U.S.C. § 306108) and 110f (54 U.S.C. § 306107) of the National Historic Preservation Act in coordination with the Commission;
- e. Review and approval for compliance with the National Environmental Protection Act (NEPA);
- f. Review and approval of project signage to notify the public of federal involvement;
- g. Review and approval of draft and executed easement/covenant (as required) to protect federal investment;
- h. Any other reviews as determined by the NPS or THC based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

## 3. COST SHARING/MATCHING REQUIREMENT

Non-Federal cost-share/match is NOT required for this grant program.

## 4. ADMINISTRATIVE AND INDIRECT COSTS

The federally negotiated **indirect cost rate plus administrative costs** to be applied against this Agreement, by statute 54 U.S.C. § 302902, commonly known as Section 102 (e) of the National Historic Preservation Act (NHPA) of 1966, **shall not exceed 25% of the total budget**.

Administrative costs are defined as: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other "overhead" functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the THC and NPS Awarding Officer (AO).

## 5. PRE-AWARD INCURRENCE OF COSTS

Subgrantee shall be entitled to costs incurred on or after the incident period start date. This date for Hurricane Harvey has been established by the Federal Emergency Management Agency (FEMA) to be **August 23, 2017**. In accordance with 2 CFR 200.458, such costs are allowable only to the extent

that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the awarding agency. Pre-award costs are authorized for necessary expenses related to the consequences of Hurricanes Harvey, Irma, and Maria, as stipulated in Public Law 115-123, including costs necessary to complete compliance activities required by Section 306108 of Title 54, United States Code (formerly Section 106 of the National Historic Preservation Act); costs needed to administer the program provided that grants shall only be available for areas that have received a major disaster declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.); and costs for the preservation, stabilization, rehabilitation, and repair of historic properties that are listed in or considered eligible for listing in the National Register of Historic Places damaged by the above-named storms within such as areas.

## **6. PATENTS AND INVENTIONS**

Subgrantees of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

## **7. REQUIREMENT FOR PROJECT SIGN/NOTIFICATION**

Subgrantee must display public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate.

Signage/notification will be provided to Subgrantee by THC. The sign/notification will be of reasonable and adequate design and construction to withstand weather exposure; be of a size that can be easily read from the public right-of-way; and be maintained in place throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications will contain the following statement:

***“This project is being supported in part by an Emergency Supplemental Grant from the Historic Preservation Fund, administered by the National Park Service, U.S. Department of the Interior, and the Texas Historical Commission, an agency of the State of Texas.”***

Additional information briefly identifying the historical significance of the property, recognizing other contributors, or use of the allowable logo (with approval) is encouraged and permissible. Photo documentation of the sign/notification in place at the project location site must be submitted to THC with the first quarterly interim report.

## **8. COMPLIANCE WITH SECTION 106**

Per the NPS, pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), THC, as the Texas SHPO for HIM-ESHPF grant assistance, must initiate consultation and must complete the consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation (AHP) in 36 CFR 800, **prior** to the commencement of all grant-assisted construction, ground disturbance, or project planning. It shall be understood that NPS remains ultimately responsible for all findings and determinations. THC must retain proof of public

notice and a request for consultation for every selected subrecipient in its project files. Subgrantee will be required to submit documents to THC for determination of effects to historic properties. Review documentation will remain with each subgrant file until such time as Subgrantee submits a final report and photographs for work to THC to confirm that all work completed was done as required.

All documentation should conform to 800.11 of the 36 CFR Part 800. Documentation of proper review by THC staff for compliance with the appropriate Secretary of the Interior's *Standards* must be available to NPS at all times while the grant remains open. In addition, Subgrantee must comply with those recommendations stated in the Historic Preservation Fund Grants Manual Chapter 8, Section D "Standards Applicable to Subgrantees." Determinations of Adverse Effect will cause terminations of subgrant projects. In cases of cumulative adverse effects, however, there may be a need to develop a Memorandum of Agreement (MOA) with THC, NPS, and the Advisory Council on Historic Preservation (ACHP). Should a signed Programmatic Agreement exist for this Grant Program, it shall remain in place during the term agreed to and govern the activities of the ESHPF grant as related to Section 106 compliance until terminated.

## **9. COMPLIANCE WITH SECTION 110**

Section 110 of The National Historic Preservation Act (NHPA) identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 U.S.C. § 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. In addition, Section 110(k) (54 U.S.C. § 306113) prohibits NPS from funding any direct grantee or subgrantee that attempts to avoid the requirements of Section 106 (see above). Subgrantee must make every effort to ensure preservation projects do no harm to or have adverse effects on an NHL. Should it be discovered that Subgrantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, THC shall notify NPS to determine, in consultation with the ACHP, if the project can proceed. Should a signed Programmatic Agreement exist for this Grant Program, it shall remain in place during the term agreed to and govern the activities of the ESHPF grant as related to Section 110 compliance until terminated.

## **10. REQUIREMENT FOR NEPA COMPLIANCE**

All ESHPF-funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of NPS implementation of this Act, the Commission is required to notify NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award.

In addition, NPS has determined that most ESHPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, Subgrantee should submit an Environmental Screening Worksheet (ESW), in order to assist THC and the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized.

More information may be obtained at: [www.nps.gov/subjects/nepa/policy.htm](http://www.nps.gov/subjects/nepa/policy.htm). Environmental Screening Worksheets can be found at <https://www.nps.gov/shpo/reporting.html> and should be

submitted with plans and specifications if required by the Scope of Work, to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov).

## **11. NPS REVIEW OF PLANNING/DESIGN DOCUMENTS FOR CONFORMANCE TO THE SECRETARY OF THE INTERIOR'S "STANDARDS"**

Subgrantee must submit the following to THC prior to the beginning of grant assisted work via [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov):

- a. a site plan that has the north direction clearly marked
- b. a city/county map with the site of the property clearly labeled
- c. set of plans and specifications for the project
- d. photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan.
- e. interior photographs (or digital images) of all major rooms and those involved in the project, labeled and keyed to a floor plan
- f. any additional information that will better enable a technical review of the project to be completed like historic photographs, historic structure reports, building studies, etc.

Subgrantee must submit documents for the entire undertaking to THC for its review to ensure conformance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, and with the conditions listed in this Grant Agreement.

Work that does not comply with these *Standards* in the judgment of NPS and THC will not be reimbursed and may cause this Agreement to be terminated and funds de-obligated.

## **12. RESERVED**

## **13. GIS SPATIAL DATA TRANSFER STANDARDS**

All GIS data produced or collected by Subgrantee as part of the grant funds will be submitted to THC. All GIS data files shall be in a shapefile (\*.shp) or GeoDatabase format, preferably a GeoDatabase format. Federal Geographic Data Committee compliant data set level metadata shall be maintained for each shapefile or feature class included. All cultural resources delineated with GIS data (points, lines or polygons) should further be established in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata.

Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: [https://www.nps.gov/crgis/crgis\\_standards.htm](https://www.nps.gov/crgis/crgis_standards.htm). Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested.

## **14. DISASTER PREPAREDNESS PLANNING**

Subgrantee will develop a plan of action to address cultural resource disaster preparedness, response, and recovery as relevant to the Scope of Work under this Agreement. The "plan of action" must include but is not limited to how to mitigate effects on historic resources and/or improve disaster response and preparedness within the state and, specifically, the affected areas.

In accordance with 13 Texas Administrative Code § 6.94(a)(9), Subgrantee shall provide to THC the descriptions of its business continuity and disaster recovery plans.

## **15. INELIGIBLE ACTIVITIES**

Acquisition of real property is not an eligible cost for assistance from this emergency funding. Reconstruction is limited to portions of a historic property that still retain (prior to reconstruction) sufficient significance and integrity to remain listed in the National Register. Total reconstructions are not eligible for grant assistance. If specific features or elements of a building or landscape are missing and thus need to be recreated, this work is potentially eligible for funding (provided adequate historical documentation is available). Major reconstruction projects, such as recreating a building or landscape that has been completely destroyed, are not eligible for grant assistance because vanished structures, by definition, have lost their integrity and therefore are no longer eligible for the National Register of Historic Places, or for grant assistance.

## **16. NOTICE OF FINANCIAL MANAGEMENT AND SUBRECIPIENT REVIEW**

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal disaster funding, Subgrantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation. There is higher chance of an audit associated with this funding.

Subgrantee must ensure the responsibility of all subcontractors under this Agreement by ensuring that such subrecipients will:

- a. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities; or a firm commitment, arrangement, or ability to obtain such;
- b. Be able to comply with the proposed or required completion schedule for the project;
- c. Have a satisfactory record of integrity, sound judgment, and satisfactory performance, especially with prior performance upon grants and contracts;
- d. Have an adequate accounting system and auditing procedures to provide effective accountability and control of property, funds, and assets sufficient to meet audit requirements.

NPS and THC oversight of this Agreement and any subcontracts under this Agreement will include:

- a. Review of any subcontract announcements and agreements;
- b. Review of any physical preservation work for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
- c. Review of any physical preservation work or archeological surveys for compliance with the National Environmental Protection Act (NEPA);
- d. Review, in concert with other National Park Service regional office(s), physical preservation work as per Section 110(f) (54 U.S.C. § 306107) which clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from

harm;

- e. Review of draft and final executed preservation easement/covenant;
- f. Additional requirements as determined by THC for Subgrantee based on risk or program requirements.

## **17. UNANTICIPATED DISCOVERY PROTOCOLS**

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require Subgrantee and any subcontractors to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the NPS or THC, as appropriate, has determined a suitable course of action within 15 calendar days. With the express permission of THC, Subgrantee may perform additional measures to secure the jobsite if THC and Subgrantee determine that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

## **18. PUBLICITY AND PRESS RELEASES**

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to THC at [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov). Subgrantee must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that THC, NPS, Department of the Interior, Congressional, Federal, legislative or State officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that *“Funding for [this activity] was provided [in part or in whole] by emergency supplemental funding from the Historic Preservation Fund, administered by the National Park Service, U.S. Department of the Interior, and the Texas Historical Commission.”*

## **19. NOTICE TO APPLICANTS FOR OTHER FINANCIAL ASSISTANCE FROM THE NATIONAL PARK SERVICE**

Work approved under this grant shall in no way inhibit or preclude others from applying for federal assistance through other programs overseen or reviewed by NPS, such as the Federal Historic Preservation Tax Incentive for Income Producing Structures. It shall be understood that approvals through this grant funding are not transferable to other NPS or NPS sponsored programs. Subgrantee should understand that work performed under this grant program may impact other work approvals. Grant funds cannot be claimed as eligible expenses for potential tax credits.

## **20. STRENGTHENING BUY-AMERICAN PREFERENCES FOR INFRASTRUCTURE PROJECTS PER E.O. 13858**

Per Executive Order 13858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" Subgrantee shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States of America, for infrastructure projects as defined by the Executive Order when the statement of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.

## **21. FUNDING FOR USE OF UNMANNED AIRCRAFT SYSTEMS (UAS)**

If Federal funding is provided to a State, Tribal, local, or territorial government, or other non- profit organization, for the use of UAS (aka drones) as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

ESHPF funding for UAS usage is eligible only in this Agreement if an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS is contracted. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

*(end of Attachment A)*

## ATTACHMENT B

### SCOPE OF WORK

The eligible and approved Scope of Work for the project or projects under this Agreement is described in this attachment below. In the event of a conflict between this Attachment B, Scope of Work, and any other terms or conditions of this Agreement, this Attachment B is subsequent to all other terms and conditions of this Agreement. Any changes to this scope must be approved by THC after review of a written request to THC by Subgrantee and executed in an amendment to this Agreement. Send scope of work change requests to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov). Please include your subgrant agreement number on all correspondence.

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#### Jefferson County Historic Resources Survey

##### **Task 1: Historic Resource Survey Plan: Investigative Study Research Design, Draft Fieldwork Methodology and Draft Public Involvement Plan**

The Contracted Service Provider(s) shall prepare an investigative study research design that delineates primary documentation tasks and establishes preliminary fieldwork methodology.

The Contracted Services Provider(s) shall follow the Texas Department of Transportation (TxDOT) Documentation Standard for Historical Studies Research Design (DS) [Documentation Standard for Preparing an Historic Resources Research Design](#), as applicable, and shall consult with THC if issues arise related to the DS.

The Contracted Services Provider(s) shall develop a draft fieldwork methodology. The draft fieldwork methodology shall address how the Contracted Services Provider(s) will conduct field investigations, which shall document historic-age properties.

The Contracted Services Provider(s) shall develop a draft public involvement plan. The public involvement plan shall identify potential interested parties in the county and outline efforts to involve them in the research and review of the historic resources survey. These parties may include, but are not limited to, the county historical commission (CHC), certified local government (CLG) staff, local and statewide historic preservation organizations, and local history museums, libraries, or repositories. The public involvement plan shall incorporate at least two (2) stakeholder meetings held within the county to be surveyed. The public involvement plan shall identify the location of the first stakeholder meeting and propose one (1) primary and one (1) alternate date and time; the date of the second stakeholder meeting will be dependent on the completion of the survey fieldwork. The Contracted Service Provider(s) shall ensure the availability of the proposed location for the primary and alternate times. The first stakeholder meeting shall be led by the Contracted Service Provider(s) who will provide information on the purpose and goals of the historic resource survey, the research design, the preliminary fieldwork methodology, the draft historic context, and the draft geographic survey scope. The first stakeholder meeting shall provide an opportunity for the stakeholders to express their views on the historic resources survey. The Contracted Service Provider(s) shall be prepared to collect information that the stakeholders might bring to the meeting, by means of scanning, copying, or photographing. The second stakeholder meeting shall be led by the Contracted Service Provider(s) who will provide information on the results of the

historic resources survey report, including the historic context, fieldwork, and evaluations. The second stakeholder meeting shall provide an opportunity for the stakeholders to express their views on the historic resources survey.

The Contracted Services Provider(s) shall submit the Task 1 draft deliverables - investigative study research design, draft fieldwork methodology and draft public involvement plan - in Adobe PDF plus the native file formats used, such as Microsoft Word or Adobe InDesign, submitted via email to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov) attention HIM-ESHPF Program Manager. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of thirty (30) calendar days to review and comment on the draft deliverables for this task before acceptance. Based on THC's review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

### **Task 2: Draft Historic Context Report, Draft Countywide Survey Plan, Draft Geographic Survey Scope, and Final Public Involvement Plan**

Upon THC review and acceptance of the Task 1 deliverables, the Contracted Services Provider(s) shall develop a draft historic context report specific to the county, a draft countywide survey plan, a draft geographic survey scope recommendation, and a final public involvement plan. The Contracted Services Provider(s) shall consult with the THC during the development of the deliverable for this task.

A historic context report shall be understood as a narrative that includes information based on cultural themes, specific chronological periods, and a defined geographic area. It describes the broad patterns of community development, considering history, architecture, archeology, engineering, and culture, and identifies specific resource types (buildings, structures, sites, objects, and/or districts) that represent those patterns. Work will conform with National Park Service's *National Register Bulletin 39: Researching a Historic Property*.

Based on the appropriate historic context, including the identified Period(s) of Significance and Area(s) of Significance, the Contracted Service Provider(s) shall develop a draft countywide survey plan and develop a draft geographic survey scope recommending specific communities, locations, areas, and/or themes in which to conduct the initial phase of field investigations.

The identified geographic scope shall be of reasonable scale that completion of a windshield-level field investigation by the Contracted Service Provider(s) is feasible before the end of the Contract period and within the Contract budget. The draft geographic survey scope shall also propose how future phases of field investigations covering the remainder of the county should be organized.

After addressing any THC comments regarding the Task 1 deliverable of the draft public involvement plan, the Contracted Services Provider(s) shall submit the final public involvement plan.

The Contracted Services Provider(s) shall submit the Task 2 draft deliverables – the draft historic context report, draft countywide survey plan, draft geographic survey scope and final public involvement plan - in Adobe PDF plus the native file formats used, such as Microsoft Word or

Adobe InDesign, submitted via email to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov) attention HIM-ESHPF Program Manager. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of thirty (30) calendar days to review and comment on the draft deliverables for this task before acceptance. Based on THC's review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

### **Task 3: First Stakeholder Meeting, Final Geographic Survey Scope, and Final Fieldwork Methodology**

Upon THC review and acceptance of the Task 2 deliverable, the Contracted Service Provider(s) shall lead the first stakeholder meeting, develop the final fieldwork methodology, and develop the final geographic survey scope.

The Contracted Services Provider(s) shall lead at least one (1) stakeholder meeting, as described in the public involvement plan, prior to conducting the survey fieldwork. As a deliverable, the Contracted Services Provider(s) shall submit a copy of the stakeholder meeting agenda, a copy of the meeting sign-in sheet, copies of any materials presented or displayed at the meeting, copies or summaries of any comments received, copies of any information collected at the meeting, and a memorandum briefly describing the meeting and how the views and comments of the stakeholders have been taken into account.

After addressing any THC comments regarding the Task 2 deliverable of the draft geographic survey scope, the Contracted Services Provider(s) shall submit the final geographic survey scope in which to conduct the initial phase of field investigations.

After addressing any THC comments regarding the Task 1 deliverable of the draft fieldwork methodology, and taking into account any relevant comments from other stakeholders, the Contracted Services Provider(s) shall submit the final fieldwork methodology. The final fieldwork methodology shall estimate the number of historic-age properties and the range of property types likely to be included in the initial phase of field investigations within the geographic survey scope.

The Contracted Services Provider(s) shall submit the Task 3 draft deliverables—the first stakeholder meeting documentation, the final geographic survey scope, and the final fieldwork methodology—in both Adobe PDF and the native file formats used, such as Microsoft Word or Adobe InDesign, submitted via email to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov) attention HIM-ESHPF Program Manager. The Contracted Services Provider(s) shall also submit the Task 3 draft deliverables on one (1) compact flash drive and two (2) hard copies to the HIM ESHPF Program Manager. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of thirty (30) calendar days to review and comment on the draft deliverables for this task before acceptance. Based on THC's review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

### **Task 4: Draft Historic Resources Survey Report**

Upon THC review and approval of the Task 3 deliverable, the Contract Services Provider(s) shall complete a windshield-level survey of the area(s) identified in the final geographic survey scope. The survey shall apply the appropriate historic contexts and implement the final fieldwork methodology.

To the extent possible, the Contracted Services Provider(s) shall document historic properties on private land from the public rights-of-way only. Documentation shall include field forms created using the “Details” sub-tables in the CRSurveyor Collector cultural resource survey tool to that record salient historic significance, physical features, and historic integrity of each historic-age property surveyed, as well as digital photographs of each historic-age property surveyed and their surrounding context.

The historic resources survey shall result in a report that applies the evaluation methodology in narrative format with a survey form for each surveyed property, GIS data collected using the CRSurveyor Collector cultural resource survey tool, and a Microsoft Access-compatible database containing all data from the CRSurveyor Collector. The historic resources survey report shall also include appropriate graphics, such as maps and historic photographs, to illustrate the history, condition, and development of the surveyed properties.

The Contracted Services Provider(s) shall submit the Task 4 draft deliverables in both Adobe PDF and the native file formats used, such as Microsoft Word or Adobe PDF, Adobe Access-compatible, and ESRI ArcGIS Pro-compatible file formats, as appropriate submitted via email to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov) attention HIM-ESHPF Program Manager. The Contracted Services Provider(s) shall also submit the Task 4 draft deliverables on one (1) compact flash drive and two (2) hard copies to the HIM ESHPF Program Manager. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of sixty (60) calendar days to review and comment on the draft deliverables for this task before acceptance. Based on THC’s review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

### **Task 5: Second Stakeholder Meeting, Final Historic Resources Survey Report and Final Historic Context Report**

Upon THC review and approval of the Task 4 deliverable, the Contracted Services Provider(s) shall submit the final historic resources survey report and final historic context report that addresses all comments from THC from all previous tasks.

Upon THC review and approval of the Task 4 deliverable, the Contracted Services Provider(s) shall lead at least one (1) stakeholder meeting, as described in the public involvement plan, after conducting the survey fieldwork, to present the findings of the historic resources survey report. As a deliverable, the Contracted Services Provider(s) shall submit a copy of the stakeholder meeting agenda, a copy of the meeting sign-in sheet, copies of any materials presented or displayed at the meeting, copies or summaries of any comments received, copies of any information collected at the meeting, and a memorandum briefly describing the meeting and how the views and comments of the stakeholders have been taken into account.

The Contracted Services Provider(s) shall consult with the THC during the development of the  
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Subgrant Agreement No.: TX-02-10026

deliverables for these tasks, including seeking THC comments on questions, data gaps, and/or requests for clarification.

The Contracted Services Provider(s) shall submit the Task 5 draft deliverables in Adobe PDF plus the native file formats used, such as Microsoft Word or Adobe PDF, Adobe Access-compatible, and ESRI ArcGIS Pro-compatible file formats, as appropriate, via email to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov) attention HIM-ESHPF Program Manager. The Contracted Services Provider(s) shall also submit the Task 5 draft deliverables on three (3) compact flash drives and three (3) hard copies contained in individual three-ring binders to the HIM ESHPF Program Manager. The final Task 5 deliverable shall address any THC comments concerning the pre-final Task 6 deliverable. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of sixty (60) calendar days to review and comment on the draft deliverables for this task before acceptance. Based on THC's review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

#### **Task 6: Draft and Final Public Involvement Plan for Historic Preservation Plan**

The Contracted Service Provider(s) shall prepare a public involvement plan to guide the development of a county-wide Historic Preservation Plan.

The public involvement plan for the historic preservation plan shall identify potential interested parties in the county and, at minimum, outline efforts to involve them in the vision development and planning process. These parties may include, but are not limited to, the county historical commission (CHC), certified local government (CLG) staff, local and statewide historic preservation organizations, and local history museums, libraries, or repositories.

The public involvement plan for the historic preservation plan shall incorporate at least two (2) stakeholder meetings held within the county. The public involvement plan shall identify the location of the first stakeholder meeting and propose one (1) primary and one (1) alternate date and time; the date of the second stakeholder meeting will be dependent on the completion of the draft Historic Preservation Plan. The Contracted Service Provider(s) shall ensure the availability of the proposed location for the primary and alternate times. The first stakeholder meeting shall be led by the Contracted Service Provider(s) who will provide information on the purpose and goals of the Historic Preservation Plan. The first stakeholder meeting shall provide an opportunity for the stakeholders to express their views on the vision, guiding principles that will shape the future of the County's preservation efforts and the framework of the county historic preservation program. The Contracted Service Provider(s) shall be prepared to collect information that the stakeholders might bring to the meeting, by means of scanning, copying, or photographing. The second stakeholder meeting shall be led by the Contracted Service Provider(s) who will provide information on the results of all stakeholder meetings and the draft Historic Preservation Plan. The second stakeholder meeting shall provide an opportunity for the stakeholders to express their views on the draft Historic Preservation Plan. Views expressed will be taken into account as part of the finalization of the Plan.

The Contracted Services Provider(s) shall submit the Task 6 draft deliverable - draft public involvement plan for the Historic Preservation Plan- in Adobe PDF plus the native file formats used, such as Microsoft Word or Adobe InDesign, submitted via email to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov)

[eshpf@thc.texas.gov](mailto:eshpf@thc.texas.gov) attention HIM-ESHPF Program Manager. The Contracted Services Provider(s) shall also submit deliverable on one (1) compact flash drive and two (2) hard copies to the HIM ESHPF Program Manager. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of thirty (30) calendar days to review and comment on the draft deliverable for this task before acceptance.

After addressing any THC comments regarding the Task 6 deliverable of the draft public involvement plan, the Contracted Services Provider(s) shall submit the final public involvement plan. The Contracted Services Provider(s) shall submit the Task 6 final deliverable – the final public involvement plan - in Adobe PDF plus the native file formats used, such as Microsoft Word or Adobe InDesign, submitted via email to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov) attention HIM-ESHPF Program Manager. The Contracted Services Provider(s) shall also submit deliverable on one (1) compact flash drive and two (2) hard copies to the HIM ESHPF Program Manager. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of thirty (30) calendar days to review and comment on the draft deliverables for this task before acceptance. Based on THC's review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

### **Task 7: Draft and Final County-Wide Historic Preservation Plan**

Upon THC review and acceptance of the Task 6 deliverables, the Contracted Services Provider(s) shall develop a draft Historic Preservation Plan that identifies preservation goals and creates a means to promote and measure preservation progress. The plan shall include, but not be limited to, identifying goals and strategies to guide rehabilitation of historic properties, strategies to address disaster and emergency preparedness, timelines for goals, and recommendations for future plan updates. The Contracted Services Provider(s) shall consult with the THC during the development of the deliverable for this task.

The Contracted Services Provider(s) shall submit the Task 7 draft deliverable - draft Historic Preservation Plan - in Adobe PDF plus the native file formats used, such as Microsoft Word or Adobe InDesign, submitted via email to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov) attention HIM-ESHPF Program Manager. The Contracted Services Provider(s) shall also submit deliverable on one (1) compact flash drive and two (2) hard copies to the HIM ESHPF Program Manager. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of sixty (60) calendar days to review and comment on the draft deliverable for this task before acceptance

After addressing any THC comments regarding the Task7 deliverable of the draft Historic Preservation Plan, the Contracted Services Provider(s) shall submit the final Historic Preservation Plan- in Adobe PDF plus the native file formats used, such as Microsoft Word or Adobe InDesign, submitted via email to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov) attention HIM-ESHPF Program Manager. The

Contracted Services Provider(s) shall also submit deliverable on one (1) compact flash drive and two (2) hard copies to the HIM ESHPF Program Manager. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverables before they are submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of thirty (30) calendar days to review and comment on the final deliverables for this task before acceptance. Based on THC's review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

#### **Task 8: Project Website**

The Contracted Services Provider(s) shall produce a website for the project.

The website will be maintained and hosted by Jefferson County. The website will be a simple, straightforward method for convenient information dissemination. Content of the website will match the contents of the project approved deliverables.

The website portal will contain high resolution images, be user friendly and searchable utilizing Search Engine Optimization (SEO). Ideally, there should be a customized url.

The Contracted Services Provider(s) shall submit a draft website for review. THC will review content and appearance. The Contracted Services Provider(s) shall consult with the THC during the development of the deliverable for this task. The Contracted Services Provider(s) is/are responsible for quality assurance and quality control of the deliverable before it is submitted to the THC for review.

The Contracted Services Provider(s) shall allow THC a minimum of thirty (30) calendar days to review and comment on the draft deliverable for this task before acceptance. Based on THC's review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

After addressing any THC comments regarding the draft web site, the Contracted Services Provider(s) shall submit the final content via email to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov) attention HIM-ESHPF Program Manager.

The Contracted Services Provider(s) shall allow THC a minimum of thirty (30) calendar days to review and comment on the final deliverable for this task before acceptance. Based on THC's review of the deliverable, THC may require additional consultation and revision of the deliverable before its acceptance.

## **ATTACHMENT C**

### **ESTIMATED BUDGET**

The eligible and approved Estimated Budget for the project or projects under this Agreement is shown in this attachment below. It's understood and expected that actual expenses can and likely will vary.

Any anticipated variations of 10% or more per budget category must be approved by THC prior to incurring expenditures (where possible) and will only be allowed after review of a written request to THC by Subgrantee and executed in an amendment to this Agreement. Send budget change requests to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov). Please include your subgrant agreement number on all correspondence.

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<b>Budget Category</b>			<b>Total Estimated Amount (\$)</b>
Personnel			232,000.00
Travel			17,092.50
Supplies			900.00
Contractual (Non-Construction)			
Construction (N/A)			
Other (Please Specify)			
Indirect Costs (N/A)			
<b>Total</b>			<b>\$249,992.50</b>

## ATTACHMENT D

### REIMBURSEMENT REQUEST POLICIES & PROCEDURES

The required reimbursement request policies and procedures are described in this attachment. Please direct financial and administrative questions to THC's HIM-ESHPF Grant Coordinator, Norma Valle. Please direct program, scope, and technical assistance questions to THC's HIM-ESHPF Program Coordinator, Lisa Hart, whose contact information can be found under Article XIV, Key Officials.

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All work under this Agreement must be completed by **March 31, 2023**. Any expenses incurred by Subgrantee for work completed before August 23, 2017 (Hurricane Harvey incident date) or after March 31, 2023 shall be considered ineligible for reimbursement, unless an extension has been granted by THC.

Subgrantee must complete and return the attached Subgrant Signature Card (see **Attachment H**) before any reimbursements can be processed.

Subgrantee is encouraged to receive reimbursements via electronic funds transfer, where possible, to a bank account set up in the Texas Centralized Accounting Payroll and Personnel System (CAPPS) as identified by Subgrantee on the State of Texas Direct Deposit Authorization Form (see **Attachment I**).

Subgrantee may submit reimbursement requests electronically as a PDF file directly to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov) or as a hard copy by US mail or local land-carrier service to the address listed in Article XIV, Key Officials, to the attention of Lisa Hart, HIM-ESHPF Program Coordinator.

#### **Allowable Costs**

Please refer to the NPS Grant Conditions, Attachment A, Section 1, and Chapter 13 of the Historic Preservation Fund Grant Manual (HPF) for detailed allowable and unallowable costs under this grant program.

***The following items are ineligible for reimbursement without exception:***

- sales tax
- alcohol
- food and beverages (except for meals for traveling Subgrantee staff, "per diem")

All procurements must comply with the Federal Procurement Standards in 2 CFR 200, which includes obtaining at least one (1) bid for all procurements regardless of dollar amount. Please see the details of 2 CFR 200 here (or do an online search to find the circular more easily): <https://www.ecfr.gov/cgi-bin/text-idx?SID=7171c0a78045d8b17f10ef38340808b2&mc=true&node=pt2.1.200&rgn=div5>. Procurements must also comply with the State of Texas Uniform Management Standards (UGMS), details of which can be found here: <https://comptroller.texas.gov/purchasing/grant-management>.

#### **Backup Documentation**

Requests shall be accompanied by complete documentation, including vendor invoices, proof of

payment, receipts, accounting system screen shots, credit card statement copies, cancelled (deposited) check copies as applicable, purchase orders, requisitions, and contracts as applicable, or any other available documentation, for all expenses identified in the approved Scope of Work and Estimated Budget.

Use this list of documents as a guide when preparing a request package:

\_\_\_\_\_ (a.) Billing Statement (or Invoice) on Subgrantee letterhead with:

- Complete mailing address
- Subgrant contract number
- Subgrantee's Federal tax identification number
- Period covered by the request (start and end dates)
- Signed by an authorized individual identified on the Subgrant Signature Card  
**(Attachment H)**

The format of this invoice is up to Subgrantee, provided that all relevant information is included.

\_\_\_\_\_ (b.) Summary of Expenditures being claimed with the current request showing:

- a general breakdown by budget category (using the data in the Estimated Budget in **Attachment C**). Please include columns showing Estimated Costs versus Actual Costs, so that variations can be clearly identified.
- an itemized list of expenditures under the current request, showing all individual transactions that add up to the claimed amount of the current request.

The format of this summary is up to Subgrantee, provided that all expenses add up to the claimed amount, and sufficient backup documentation can be clearly linked with expenditures.

\_\_\_\_\_ (c.) Copies of Vendor Invoices showing evidence that:

- Invoices are in the name of Subgrantee
- Services dates are within the approved project period
- Purchase price is compatible with the estimated budget cost and falls within budget
- Purchases are relevant to the project scope of work

\_\_\_\_\_ (d.) Proof of Payment to Vendors showing:

- Evidence that paid amounts and dates align with invoices, receipts, and other provided backup documentation
- Evidence that any applicable discounts and/or credits were applied
- Including any of the following if applicable:
  - Copies of receipts or properly endorsed (cancelled/deposited) checks (**front and back**)
  - Copies of bank account or credit card statements with all other irrelevant or confidential information blacked out, showing grant expenditures
  - Accounting system screen shots showing payments, if applicable and/or paid via direct deposit
  - Any other verifiable proof of payment. This is subject to the review and approval by THC's HIM-ESHPF Grant Coordinator.

\_\_\_\_\_ (e.) Staff Time documentation, if applicable, including:

- Copies of time records or timesheets for Subgrantee staff, including supervisor's verification (signature). Time Records must show the actual hours worked, date(s) worked, and the specific duties performed. Employees can claim their regular wage.
- Spreadsheets or other records indicating time spent and value of time, if staff is paid on a basis of a percentage of overall time, versus a varied hourly amount per day.
- Evidence of employee's rates of pay
- Documentation must state that no other federal funds were used for this purpose, and that this portion of salaries and benefits was not used as match for any other federal grant programs.

## **Payment Schedule**

Reimbursement requests may be submitted as often as expenses are incurred, but not more frequently than monthly. All final requests must be submitted to THC within 30 days of the end of the contract period, or by **April 30, 2023**, unless an extension has been granted by THC. Final reimbursements will be made only after an acceptable final report and final products/deliverables have been received and approved by THC.

Requests will first be reviewed by THC's Program Coordinator and federal reviewers before they go to THC's Grant Coordinator for final review and reimbursement processing. Once invoices are received by the Grant Coordinator, reimbursement will be processed within 30 days per the Texas Prompt Payment Act.

Reimbursement payments to Subgrantee are subject to the receipt of Federal funds from NPS.

## **Travel Records**

Any travel documentation (including that for subcontractors, if itemized on their invoices) must identify traveler(s), date(s) of travel, any costs for lodging, per diem (meals and incidentals), airfare, parking, personal vehicle mileage, ground transportation (including ridesharing). All receipts are required.

## **Maximum Allowable Travel Rates**

THC will reimburse Subgrantee or other subgrant participant traveling for purposes of the program as verified by THC. Since travel allowances may vary among federal, State, and local organizations, a traveler will be reimbursed the lowest allowed amount. Although Subgrantee is neither an employee of the State of Texas or THC, nor does this Agreement create any such employment relationship, the maximum allowable rates for travel under this Agreement will be in accordance with the Textravel guide distributed by the Texas Comptroller of Public Accounts, available at <https://fmx.cpa.texas.gov/fmx/travel/textravel/rates/current.php>. These rates are consistent with the federal General Services Administration (GSA) and Internal Revenue Service (IRS) set rates.

## **ATTACHMENT E**

### **INTERIM PROGRESS REPORT COVER SHEET**

Subgrantee is required to submit quarterly Interim Progress Reports for subgrant projects in accordance with Article X of this Agreement.

Please complete all information below and attach extra pages as needed. Submit completed cover sheet and any accompanying documentation to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov) no later than **15 days** after the end of each quarterly reporting period.

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- 1. Subgrant Agreement Number:**
- 2. Project Title:**
- 3. Current Reporting Period End Date:**
- 4. Briefly describe the progress to date in completing the objectives in the grant contract Scope of Work.**
- 5. Briefly describe any difficulties or delays you have been made aware of that were encountered in completing the project work during this reporting period.**
- 6. Attach any draft or completed products, deliverables, or photographs showing all work completed during this reporting period.**
- 7. Briefly describe any concerns, issues, or items with which you need THC assistance at this time.**

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Signature of Authorized Certifying Official

Date

---

Printed Name

Title

---

Email Address

Phone Number

## ATTACHMENT F

### FINAL REPORT COVER SHEET

Subgrantee is required to submit a Final Report for subgrant projects in accordance with Article X of this Agreement.

Please complete all information below and attach extra pages as needed. Submit completed cover sheet and any accompanying documentation to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov) no later than **60 days** following the end of the contract period.

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**1. Subgrant Agreement Number:**

**2. Project Title:**

**3. Current Reporting Period End Date:**

**4. Provide a final summary of the work completed under this Agreement. Note any differences between planned and actual objectives as outlined in the Scope of Work, Attachment B of this Agreement.**

**5. Attach any final products, deliverables, or photographs showing all work completed during the final reporting period (if they have not already been submitted).**

**6. Provide an itemized budget breakdown of final project costs, showing the planned versus actual expenditures in comparison to the approved Estimated Budget in Attachment C of this Agreement.**

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Signature of Authorized Certifying Official

Date

---

Printed Name

Title

---

Email Address

Phone Number

## ATTACHMENT G

### DIGITAL PRODUCT SUBMISSION GUIDELINES

The National Park Service's State, Tribal, Local, Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for this grant program. Products submitted digitally may be uploaded and shared with the general public through the Integrated Resource Management Application (IRMA), NPS's digital repository system.

THC will be responsible for submitting products to NPS and through IRMA. Subgrantee is responsible for working with THC's Program Coordinator and reviewers to ensure that all products described in this attachment, relevant to Subgrantee's project(s) under this Agreement, are submitted to THC with the correct filing and naming system, and that these guidelines are followed as closely as possible.

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#### What to Submit

Provide one digital copy of each product, deliverable, or publication applicable to the project(s) covered under this Agreement. These include, but are not limited to, the following materials:

SUBMIT	DO NOT SUBMIT
<b>Reports, plans and guidelines</b> (including historic structure reports, design guidelines, economic impact studies, treatment reports, historic context statements, preservation plans)	<b>Digital copies saved on CD/DVD-Rs or flash drives</b> (unless arrangements have been made with your grant administrator)
<b>Substantive event materials</b> (including programs, proceedings, handouts, photographs)	<b>Confidential/restricted reports that cannot be viewed by the general public</b> (including archeological reports, architectural reports on federal buildings or restricted sites)
<b>Professionally produced content</b> (including books, documentaries, oral histories, presentations and PSAs)	<b>Other documentation not intended for the general public</b> (including survey forms, financial records, correspondence)
<b>Interpretive products</b> (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans)	<b>Ephemeral products unlikely to be of future value to the general public</b> (including flyers, postcards, invitations, meeting minutes)
<b>Online content</b> (including websites, story maps, and other web-based projects)	

**NOTE:** Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer found in Article XIII, Section B.1(b) of this Agreement. Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version

of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers. For additional questions about the required disclaimer, consult with THC's Program Coordinator.

## Naming Files for Submission

- Name each file you will be submitting using the following naming convention:  
**[Grant Program]\_[Fiscal Year]\_[State]\_[Subgrantee ]\_[FAIN Number]\_[Short File Description]**
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For “Short File Description,” write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description.  
*Ex: Audio files submitted under an FY 2020 grant by Example County -*  
*HIM\_20\_TX\_Example County\_P19AP00014\_JohnDoeInterview001.mp3*  
*HIM\_20\_TX\_Example County\_P19AP00014\_JohnDoeInterview002.mp3*

## Required File Formats and Resolution Standards

- *Reports and publications:* PDF files saved at 300 ppi (pixels per inch) and 100% of the original document size. When possible, convert original documents to PDFs (for example, saving as PDFs from Word or InDesign files). Otherwise, save high resolution scans of printed materials as PDFs.
- *Photos:* JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
  - **When submitting photographs, include captions, photo credit, and a signed release form (if needed).** Photo release forms are available on the National Park Service's (NPS) State, Tribal, Local, Plans & Grants (STLPG) Division website ([www.nps.gov/stlpg](http://www.nps.gov/stlpg)).
  - **Development (construction) grants must submit at least one before and one after photograph of work completed under the grant.** Refer to the [NPS Documenting Historic Places on Film Guidelines](#) for more information on photographing a variety of historic environments and buildings. See part three of [NR Bulletin 23: How To Improve The Quality Of Photographs For National Register Nominations](#).
- *Videos:* MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- *Audio:* Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the [National Archives' Tables of File Formats](#).

## Creating an Index File for Your Submission

- Include this information in the index file for *each product* that is being submitted: - -  
 - Federal Award Identifier Number (FAIN)

- Subgrant Agreement Number
- Title of Product
- Filename
- Product Creator(s) - Give full names and their roles. Include up to 5 names or organizations.
- Date Completed
- Extent (number of pages, photographs, or length of audio/video files; use when applicable)
- Description (up to 200 words)
- Save the index file as a Microsoft Word document using the following naming convention:  
**[Grant Program]\_[Fiscal Year]\_[State]\_[Subgrantee]\_[FAIN Number]\_Index.docx**  
*Ex: HIM\_20\_TX\_Example County\_P19AP00014\_Index.docx*

## Submitting Your Files to THC

- Submit your documents via email to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov).
- If your files are too large to email, submit them via Dropbox and notify the THC by sending an email to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov).

## Reviewing Submitted Files

- When THC receives the files, we will review your submitted products for compliance with the HPF Grants Manual, the *Secretary of the Interior's Standards for Archeology and Historic Preservation*, and any other relevant requirements.
- If there are issues with the submitted files or grant products, THC will contact you and may ask for corrections and resubmission if necessary.
- THC will submit final files to NPS. NPS will review and approve submitted products for compliance with the HPF Grants Manual, the *Secretary of the Interior's Standards for Archeology and Historic Preservation*, and any other relevant requirements.
- If there are issues with the submitted files or grant products, the Texas SHPO grants manager will contact THC staff accordingly.
- NPS will determine whether the submitted products are suitable for sharing with the general public through Integrated Resource Management Application (IRMA). If so, NPS will upload the files to IRMA to make them publicly available.

*(end of Attachment G)*

## ATTACHMENT H

### HIM-ESHPF SUBGRANT SIGNATURE CARD

This attachment designates Subgrantee signatory authority for any and all applicable person(s) with authority to sign grant application packages, funding agreements, contracts, reimbursement request forms, time sheets, correspondence, and any other grant forms or documents that require signature approval. Edit titles as needed, the following are for example only. Electronic signatures are also accepted on subgrant documents and are otherwise considered verified.

**Upon execution of this Agreement, Subgrantee staff shall complete and return this attachment via email to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov).** If Subgrantee officials change throughout the period of this Agreement, please send an updated form.

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**Subgrant Contract Number: TX-02-10026**

Title	Typed or Printed Name	Signature
Property Owner, Legal Representative, or Potential Purchaser of the Property		
Manager, Lessee, or Maintainer of the Property		
Primary Grant Project Contact		
Secondary Grant Project Contact		
City Mayor or Elected Official		
County Judge		
Accountant		
City Secretary		
<i>(other) – edit titles and add rows or pages as needed</i>		

## **ATTACHMENT I**

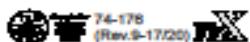
### **DIRECT DEPOSIT AUTHORIZATION FORM**

Subgrantee is encouraged to receive reimbursements via electronic funds transfer, where possible, to a bank account set up in the Texas Centralized Accounting Payroll and Personnel System (CAPPS). The form on the following page is a Direct Deposit Authorization Form, maintained by the Texas Comptroller's Office.

**Upon execution of this Agreement, Subgrantee may complete and return this attachment via email to [him-eshpf@thc.texas.gov](mailto:him-eshpf@thc.texas.gov) to be set up for direct deposit.** If Subgrantee bank account information changes throughout the period of this Agreement, please send an updated form.

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*(see next page)*  
*(next page is final page of this Agreement)*



## STATE OF TEXAS

For Comptroller's Use Only

## Direct Deposit Authorization

This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.

## Transaction Types

SECTION 1	1. Select transaction types:		
	<input type="checkbox"/> New setup (Sections 2, 3, 5 and 6)	<input type="checkbox"/> Change account type (Sections 2, 3, 4, 5 and 6)	
	<input type="checkbox"/> Change financial institution (Sections 2, 3, 4, 5 and 6)	<input type="checkbox"/> Cancellation (Sections 2 and 6 - Sections 7 and 8 for state agency use)	
<input type="checkbox"/> Change account number (Sections 2, 3, 4, 5 and 6)			
<input type="checkbox"/> Change custodial agency _____			

## Payee Identification

SECTION 2	2. Payee type	3. Identification number	4. Mailing address (Street, city, state and ZIP code)
	<input type="checkbox"/> State employee <input type="checkbox"/> Vendor or other recipient	<input type="checkbox"/> Social Security number (SSN)* <input type="checkbox"/> Texas Identification Number (TIN) <input type="checkbox"/> Employer Identification Number (EIN)	<input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)
5. Payee name	6. Phone (Area code and number) (      ) ext.		
7. Mailing address (Street, city, state and ZIP code)			

## New Account Information (Setups and Changes) (Completion by financial institution is recommended)

SECTION 3	8. Financial institution name	9. City	10. State
	11. Routing number (9 digits)	12. Customer account number (maximum 17 characters)	13. Account type <input type="checkbox"/> Checking <input type="checkbox"/> Savings
	14. Financial representative name (optional)	15. Title (optional)	
16. Financial representative signature (optional)	17. Phone (Area code and number) (optional) (      ) ext.	18. Date (optional)	

## Existing Account Information (Changes Only)

SECTION 4	19. Routing number (9 digits)	20. Customer account number (maximum 17 characters)	21. Account type <input type="checkbox"/> Checking <input type="checkbox"/> Savings

## International Payments Verification (required)

SECTION 5	22. Will these payments be forwarded to a financial institution outside the United States? _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).		

## Authorization for Setup, Changes or Cancellation (required)

SECTION 6	I authorize the Texas Comptroller of Public Accounts to electronically deposit my payments from the state of Texas to my financial institution. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error. I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)		
	23. Authorized signature 	24. Printed name	25. Date

## Cancellation by Agency (for state agency use)

SECTION 7	26. Reason	27. Date

## State Agency Contact (for state agency use)

SECTION 8	28. Authorized signature 	29. Date
	30. Phone (Area code and number) (      ) ext.	31. Agency number
	32. Agency name	
33. Comments		
34. Please return to the paying agency at the following address:		

\* See Federal Privacy Act Statement on page 2.

**Regular, August 11, 2020**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, August 11, 2020