

**SPECIAL, 8/25/2020 10:30:00 AM**

BE IT REMEMBERED that on August 25, 2020, there was begun and holden a SPECIAL 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

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

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 25, 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 25, 2020**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **25th** 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 **Special** 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:

10:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.074 to discuss personnel matters regarding Judge Ken Dollinger, Justice of the Peace Pct.1 Place 1.

11:00 am. WORKSHOP: To Discuss potential projects for Hurricane Harvey CDBG-MIT Grant Application.

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/commmlink.htm](https://co.jefferson.tx.us/comm_crt/commmlink.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.

CANCEL- 10:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code

*Notice of Meeting and Agenda and Minutes*  
*August 25, 2020*

Section § 551.074 to discuss personnel matters regarding Judge Ken Dollinger, Justice of the Peace Pct.1 Place 1.

**INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three**

**PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four**

## **PURCHASING:**

1. Consider and approve specifications for Invitation for Bid (IFB 20-042/YS), Term Contract for Aviation Fuel for Jack Brooks Regional Airport.

**SEE ATTACHMENTS ON PAGES 12 - 53**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

2. Consider and approve, execute, receive and file a contract renewal for (IFB 19-038/YS), Term Contract for Paper Stock and Envelopes for Jefferson County with Olmsted Kirk Paper Co. and Western-BRW Paper Co. – Bosworth Papers for a first one (1) year renewal from September 8, 2020 to September 7, 2021.

**SEE ATTACHMENTS ON PAGES 54 - 55**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

3. Consider and approve, execute, receive and file a contract renewal for (IFB 19-040/YS), Term Contract for Road Building Materials for Jefferson County with Gulf Coast, a CRH Company, LD Construction, Martin Marietta Materials, Inc., and Vulcan Construction Materials LLC for a first one (1) year from September 8, 2020 to September 7, 2021.

**SEE ATTACHMENTS ON PAGES 56 - 68**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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4. Consider and approve Master Equipment Lease Purchase Agreement with Function 4 for the lease purchase of (74) copiers; in accordance with TX -BuyBoard # 537-17 Sharp Electronics.

**SEE ATTACHMENTS ON PAGES 69 - 76**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

5. Consider and approve Advantage CPP Maintenance Contract with Function 4 to cover all Sharp equipment leased and owned within Jefferson County TX BuyBoard #537-17 Sharp Electronics in the amount of \$3,750.00 per month.

**SEE ATTACHMENTS ON PAGES 77 - 80**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

6. Consider and approve authorizing Tetra Tech to develop Hurricane Harvey CDBG-MIT applications at an approximate cost of \$6,700 per project. County can submit up to six projects. Cost not to exceed \$40,200.

**SEE ATTACHMENTS ON PAGES 81 - 82**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

7. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

**SEE ATTACHMENTS ON PAGES 83 - 85**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY AIRPORT:**

8. Consider, possibly approve, and authorize the County Judge to execute FAA AIP Grant # 35 in the amount of \$221,538.00. This grant is 100% funded (90% funding from FAA AIP Entitlement Funds and 10% FAA CAREs Act Funding) and requires no local match. Grant project includes Taxiway A Design.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

9. Consider, possibly approve, and authorize the County Judge to execute FAA AIP Grant # 36 in the amount of \$735,723.00. This grant is 100% funded (90% funding from FAA AIP Entitlement Funds and 10% FAA CAREs Act Funding) and requires no local match. Grant project includes Master Plan update.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY AUDITOR:**

10. Consider and approve budget amendment – JP Pct. 4 – additional cost for health insurance.

120-2045-412-2003	EMPLOYEES' INSURANCE	\$6,000.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$6,000.00

**SEE ATTACHMENTS ON PAGES 86 - 86**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

11. Receive and file Financial & Operating Statements – County Funds  
Only for the Month Ending July 31, 2020.

**SEE ATTACHMENTS ON PAGES 87 - 102**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

12. Consider and authorize the County Judge to sign the PSO Prohibited Telecommunications & Video Surveillance Services and Equipment Certification Form as required by the Office of the Governor for NIBRS grant 3738001.

**SEE ATTACHMENTS ON PAGES 103 - 103**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

13. Consider , possibly approve, authorize the County Judge to execute, receive and file SAVNS Grant Contract No. 2111318 with Jefferson County for September 1, 2020 through August 31, 2021.

**SEE ATTACHMENTS ON PAGES 104 - 132**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

14. Regular County Bills – check #474506 through checks #474727

**SEE ATTACHMENTS ON PAGES 133 - 140**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY CLERK:**

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

**PTA has not parceled the districts to provide an adequate Voter Registration database. The current database allows for at-large voting only. Agreement not approved.**

**SEE ATTACHMENTS ON PAGES 141 - 154**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**Opposed: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: NOT APPROVED**

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

**SEE ATTACHMENTS ON PAGES 155 - 168**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

17. Consider and possibly approve, execute, receive and file Joint Election Agreement and Election Services Contract between Jefferson County and Hamshire-Fannett Independent School District for the November 3, 2020, General Election.

**SEE ATTACHMENTS ON PAGES 169 - 183**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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

**SEE ATTACHMENTS ON PAGES 184 - 198**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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

**SEE ATTACHMENTS ON PAGES 199 - 213**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

20. 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 214 - 214**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

21. Consider and possibly approve the appointment of Ms. Dana Johnson to the Board of Trustees of the Spindletop Center to fill the vacancy of Ms. Shirley Adams who retired. (This is an appointment of Judge Branick.)

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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22. Consider, possibly approve, authorize the County Judge to execute, receive and file County Transportation Infrastructure Fund Grant Agreement between Jefferson County and the Texas Department of Transportation for Contract CTIF-02-124.

**SEE ATTACHMENTS ON PAGES 215 - 224**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

23. Receive and file executed Abatement Agreement between Jefferson County and WTS USA, Inc. for Project Clear pursuant to Texas Tax Code Sec. 312.401.

**SEE ATTACHMENTS ON PAGES 225 - 271**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

24. Consider, possibly approve, receive and file CDBG-DR Hurricane Harvey Voluntary Buyout Guidelines.

**SEE ATTACHMENTS ON PAGES 272 - 308**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**ADDENDUMS**

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

25. Consider and possibly approve a Resolution giving permission to the Sheriff to conduct an auction to sell property currently held by Jefferson County and the entities for which it collects. The auction will be held on the first Tuesday of October 2020.

**SEE ATTACHMENTS ON PAGES 309 - 309**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY TREASURER:**

26. Receive and File Investment Schedule for July, 2020, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 310 - 312**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

27. Consider and possibly authorize the County Treasurer to execute Release of Excess Collateral with Wells Fargo Bank, N.A. for the funds of Jefferson County

**SEE ATTACHMENTS ON PAGES 313 - 314**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, 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*

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 25, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 20-042/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> 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 two (2) 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 Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Aviation Fuel for Jack Brooks Regional Airport  
**BID NO:** IFB 20-042/YS  
**DUE DATE/TIME:** 11:00 AM CT, Wednesday, September 30, 2020  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, [ysauer@co.jefferson.tx.us](mailto:ysauer@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.**

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 26, 2020 and September 2, 2020

**IFB 20-042/YS**  
**Term Contract for Aviation Fuel for Jack Brooks Regional Airport**  
**Bids due: 11:00 AM CT, Wednesday, September 30, 2020**

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**Bid Submissions:**

**Bidder is responsible for submitting:**

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

**Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.**

**<https://www.co.jefferson.tx.us/Purchasing/>**

## Instructions to Bidders

### 1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

**Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.**

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

### 2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

### 3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

The County requests that bid submissions NOT be bound by staples or glued spines.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

### 5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

## 6. County Holidays – 2020:

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas

## 7. **Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

## 8. **Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

## 9. **Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and

present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

#### **10. Contract**

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

#### **11. Waiver of Subrogation**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

#### **12. Fiscal Funding**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

#### **13. Bid Results**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

#### **14. Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

#### **15. Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

#### **16. Delivery**

**Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.**

#### **17. Interpretation of Bid and/or Contract Documents**

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

**18. Currency**

Prices calculated by the bidder shall be stated in U.S. dollars.

**19. Pricing**

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

**20. Notice to Proceed/Purchase Order**

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

**21. Certification**

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

**22. Definitions**

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

**23. Minority-Women Business Enterprise Participation**

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

## General Conditions of Bidding and Terms of Contract

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By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

### 1. Bidding

**1.1 Bids.** All bids must be submitted on the bid form furnished in this package.

**1.2 Authorized Signatures.** The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

**1.3 Late Bids.** Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

**1.4 Withdrawal of Bids Prior to Bid Opening.** A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

**1.5 Withdrawal of Bids after Bid Opening.** Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

**1.6 Bid Amounts.** Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

**1.7 Exceptions and/or Substitutions.** All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

**1.8 Alternates.** The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

**1.9 Descriptions.** Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

**1.10 Bid Alterations.** Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**1.11 Tax Exempt Status.** Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

**1.12 Quantities.** Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

**1.13 Bid Award.** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

**1.14 Silence of Specifications for Complete Units.** All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

**1.15 Addenda.** Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

**1.16 General Bid Bond/Surety Requirements.** Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.17 General Insurance Requirements.** Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

**1.18 Responsiveness.** A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

**1.19 Responsible Standing of Bidder.** To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

## **1.20 Confidential/Proprietary Information**

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

**1.21 Public Bid Opening.** Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

## **2. Performance**

**2.1 Design, Strength, and Quality.** Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

**2.2 Age and Manufacture.** All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

**2.3 Delivery Location.** All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

**2.4 Delivery Schedule.** Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

**2.5 Delivery Charges.** All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

**2.6 Installation Charges.** All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

**2.7 Operating Instructions and Training.** Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

**2.8 Storage.** Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

**2.9 Compliance with Federal, State, County, and Local Laws.** Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

**2.10 OSHA.** The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

**2.11 Patents and Copyrights.** The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.12 Samples, Demonstrations and Testing.** At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

**2.13 Acceptability.** All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

**2.14 Maintenance.** Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**2.15 Material Safety Data Sheets.** Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation, will be cause to reject any bid applying thereto.

**2.16 Evaluation.** Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

### **3. Purchase Orders and Payment**

**3.1 Purchase Orders.** A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

**3.2 Invoices.** All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

**3.3 Prompt Payment.** In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

**3.4 Funding.** Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

### **4. Contract**

**4.1 Contract Definition.** The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

**4.2 Contract Agreement.** Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on November 1, 2020, and upon agreement between vendor(s) and Jefferson County for a period of three (3) years.

**4.3 Change Order.** No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

**4.4 Price Re-determination.** A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

**4.5 Termination.** Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

**4.6 Conflict of Interest.** Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

**4.7 Injuries or Damages Resulting from Negligence.** Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

**4.8 Interest by Public Officials.** No public official shall have interest in this contract, in accordance with Texas Local Government Code.

**4.9 Warranty.** The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**4.10 Uniform Commercial Code.** The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**4.11 Venue.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

**4.12 Sale, Assignment, or Transfer of Contract.** The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

**4.13 Silence of Specifications.** The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

## **5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses**

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

### **(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)**

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

### **(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)**

**Termination for Convenience:** Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

**Termination for Cause:** The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

**(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))**

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a

subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

**D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

**E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)**

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

#### **F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

#### **G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)**

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

#### **H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

#### **I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)**

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)**

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

## **K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

## **L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **M. ACCESS TO RECORDS**

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

## **N. SEAL, LOGO AND FLAGS**

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

**O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**P. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

**Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

Each bidder shall ensure that required parts of the bid are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

**Bidder is responsible for submitting one (1) *original* bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.**

**All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID." The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.**

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

### 2. Vendor Registration: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.**

### 3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

**FORM 1295 Exemptions:** What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

### 3. **Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED**

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

**1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.**

*Vendors must enter the required information on Form 1295, and print a copy of the completed form.*

*The form will include a certification of filing that will contain a unique certification number.*

**2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.**

**FORM 1295, Completion Instructions, and Login Instructions are available via the**

**Texas Ethics Commission Website at:** [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### 4. **Multiple Vendor Award**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

### 5. **Delivery**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

### 6. **Payment**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

**Invoices shall be submitted to:** Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7<sup>th</sup> floor, Beaumont, TX 77701.

### 7. **Usage Reports**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

### 8. **Insurance**

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

**Minimum Insurance Requirements:**

**Public Liability, including Products & Completed Operations** \$1,000,000

**Excess Liability** \$1,000,000

**Property Insurance (policy below that is applicable to this project):**

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section Below)

**9. Workers' Compensation Insurance**

9.1 Definitions:

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us), regarding any questions or comments. Please reference bid number IFB 20-042/YS.

### Scope

It is the intent of Jefferson County to solicit aviation fuel bids for the Jack Brooks Regional Airport. **The contract shall be for a period of three (3) years from November 1, 2020 through October 31, 2023.**

### Price Formula

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Prices will be based on the previous week's average. The Weekly report will be the reference for prices for all purchases made beginning the following Wednesday for a period of one (1) week, which would be from Wednesday through Tuesday.

Bidder will furnish a computer printout each week showing the above calculations and prices in effect for the period, to be emailed ([arupp@co.jefferson.tx.us](mailto:arupp@co.jefferson.tx.us)) or faxed (409-722-2830) to the attention of Alex Rupp, Airport Director.

All price changes will be emailed to Alex Rupp, Airport Director at [arupp@co.jefferson.tx.us](mailto:arupp@co.jefferson.tx.us), and any other airport personnel as requested.

Bids not based on the above formula prices shall be rejected.

Quote F.O.B. delivered to storage tanks, Jack Brooks Regional Airport, Nederland, Texas, with delivery and unloading charges prepaid. Bidder bears freight charges.

Jefferson County is subject to taxes and fees as follows:

Tax or Fee	AV Gas	
	Low Lead 100	Jet A
Federal Gas Tax	\$0.19790	\$.24590
<b>Total Tax/Fee per Gallon</b>	<b>\$0.19790</b>	<b>\$.24590</b>

Include state fees and federal taxes totaling \$0.19790 per gallon on AV Gas Low Lead 100 and federal taxes of \$0.24590 per gallon on Jet A in your price.

Bidder shall furnish a copy of published specifications for fuels required under this invitation to bid.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bids in response to this request, and Jefferson County will not reimburse bidders for these expenses.

### Approximate Annual Usage

Estimated volume is indicated below. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract.

Purchase Orders will be released to the successful bidder as required. **Minimum Orders are not acceptable.**

### **Contract**

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract. Interpretation and enforcement of this agreement shall be according to the laws of the State of Texas.

### **Technical Specifications**

Aviation gasoline for civil and commercial service, herein referred to as AV Gas Low Lead 100, shall meet the current requirements of the American Society of Testing and Materials as set forth in the ASTM D 910, Grade 100LL.

Aviation turbine fuel, herein referred to as Jet A, shall meet the current requirements of ASTM D1655 for Kerosene-type commercial fuels, and **shall not be pre-blended with anti-icing additive.**

### **Estimated Volume**

We estimate our purchases will be approximately as follows. In the past twelve (12) months, total Jack Brooks Regional Airport volume has been approximately 35,000 gallons of AV Gas Low Lead 100 and 500,000 gallons of Jet A. Of this volume, all was purchased by the County for resale. These figures serve as estimates only and no promise is made or implied that these quantities will be purchased.

### **Credit Cards/"Effective" Bids**

Bids shall offer credit card processing for all major credit card for sales to private aircraft owners and pilots. Service fees (if any) for credit cards must be included in bid. Credit card service fees will be considered when bids are evaluated. It is estimated, based on our previous experience, that our total AV Gas Low Lead 100 volume will be for resale and that 95% of this volume will be credit card sales. We can expect 90% of the Jet A resale volume will be purchased with credit cards. Bids with credit card fees will be factored in order to develop "effective" bids using increments of one cent for percentage point of credit card service fee quoted. For example, a credit card fee of 3% will cause an increment of \$0.03 to be added to the price per gallon in order to develop the "effective" bid. Bids shall include the provision of point-of-sale software and all necessary hardware, including touch-screen handling of all transactions, with integration to most accounting software. Bids must include any monthly fees for network connections and maintenance.

All point of sale software for credit card processing must also be able to handle any and all military credit card transactions. Jack Brooks Regional Airport serves military customers and must be able to process military AIRCARDS. If bidder is unable to process military customer payments, bidder must notify the County in their response.

Bidder must specify any and all software and hardware available, for point of sale and other fuel management activities.

### **Branded or Unbranded**

Bids may be for Branded or Unbranded supply contracts, however bidder must specify.

### **Training, Quality Control and Risk Management**

Bidders offering FAA approved FAR part 139, ATA 103 training, or other training and seminars should attach such offers to their bid, including approximate costs.

### **Refueler**

Bid shall include provision of a 3,000 gallon Jet A refueler truck, including full maintenance coverage except for tires and batteries, no more than five (5) years old at the time of delivery. Bidder must specify how service issues will be handled and where the repair services are located. If repair services are outside of Jefferson County, bidder must specify how they intend to move truck and if there will be a replacement truck.

If the bid proposes a lease arrangement, the lease must allow Jefferson County to terminate the lease without penalty upon thirty (30) days written notice. Other lease terms must be submitted with this proposal. Minimum truck specifications must include the following:

- Stainless Steel Tanks
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle with Digital Meter Readout
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability – must be driver side center-mount
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Bottom load point located on passenger side

### **Into-Plane Contract Fuel**

Bidders may offer “Into-Plane Contract Fuel” programs. The County may accept or reject such programs independent of other items bid within this request.

### **Co-Mingle**

Jefferson County will not accept a bid that proposes co-mingling of fuel.

### **Signs**

The successful bidder shall provide and install signs and emblems acceptable to the Airport Manager, identifying the brand name of fuel provided, grades, and current prices. Signs shall be clearly visible to airplane personnel as they approach the fueling station.

### **Additional Marketing Support**

Bidders desiring to offer cooperative advertising and other marketing support should attach such offer to bid.

### **County Equipment**

The County owns one (1) 750 gallon capacity AV Gas Low Lead 100 truck and one (1) 3000 capacity Jet A truck.

### **Contact**

For further information, bidder may contact Alex Rupp, Airport Director, Jack Brooks Regional Airport at 409-719-4900.

## Bidder Information Form

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

**Bid Name & Number:** Term Contract for Aviation Fuel for Jack Brooks Regional Airport, IFB 20-042/YS

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

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

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

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

**Email Address:** \_\_\_\_\_

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
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:**

_____			For clarification of this offer, contact:	
Company Name				
_____			_____	
Address			Name	
_____			_____	
City	State	Zip	Phone	Fax
_____			_____	
Signature of Person Authorized to Sign			E-mail	
_____			_____	
Printed Name				
_____				
Title				

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

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Aviation Fuel for Jack Brooks Regional Airport. Contract Term: Three (3) years from November 1, 2020 through October 31, 2023.

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 20-042/YS, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. 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

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Date

**Attest:**

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Carolyn L. Guidry  
County Clerk

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

## Bid Form

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

<b>Item 1.</b> <b>Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.</b>			
Estimated Quantity	Description	Unit Price per Gallon	Estimated Total Price per Year
35,000 gallons	AV Gas Low Lead 100	\$ _____	\$ _____
	Platts Reference Price for 8-25-2020	\$ _____	
	Bidder's Markup	\$ _____	
	Taxes/Fees per Gallon	\$ _____	
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)	\$ _____	\$ _____
	Texas Delivery Fee (per delivery)	\$ _____	\$ _____

<b>Item 2.</b> <b>Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.</b>			
Estimated Quantity	Description	Unit Price per Gallon	Estimated Total Price per Year
500,000 gallons	Jet A	\$ _____	\$ _____
	Platts Reference Price for 8-25-2020	\$ _____	
	Bidder's Markup	\$ _____	
	Taxes/Fees per Gallon	\$ _____	
	Unit Price per Gallon (price, bidder's markup, and taxes/fees per gallon)	\$ _____	\$ _____
	Texas Delivery Fee (per delivery)	\$ _____	\$ _____

**Name of Company:** \_\_\_\_\_

## Bid Form (Continued)

**Credit Cards honored and service fees:**

_____	____%	_____	____%
_____	____%	_____	____%
_____	____%	_____	____%
_____	____%	_____	____%

Weighted Average of Fees (50% major oil)	\$ _____
Increment due to the Average of Credit Card Fee	\$ _____
AV Gas Low Lead 100 Effective Bid Price per Gallon	\$ _____
Total Effective Bid per Gallon	\$ _____
Jet A Effective Bid per Gallon	\$ _____
Total Effective Bid per Gallon	\$ _____
Effective Bid Value, Grand Total	\$ _____
Bid Surety	\$ _____
Additional Marketing Support (co-op advertising)	\$ _____

**Refueler Truck**

3,000 Gallon Jet A Refueler Truck – Annual Cost:	\$ _____
Make/Model	_____

**Name of Company:** \_\_\_\_\_

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

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

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

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

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

## 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: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

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

## Signature Page

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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.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Bidder (Entity Name)</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Street &amp; Mailing Address</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Print Name</div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">City, State &amp; Zip</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Date Signed</div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Telephone Number</div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Fax Number</div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">E-mail Address</div>	

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

## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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>	<div style="border: 1px solid black; padding: 2px; text-align: center;"><b>OFFICE USE ONLY</b></div> <div style="border: 1px solid black; height: 150px; margin-top: 5px;"> <div style="position: absolute; top: 5px; right: 5px; font-size: small;">Date Received</div> </div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1 Name of vendor who has a business relationship with local governmental entity.</b> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</b>   <div style="font-size: small;">(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.)</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3 Name of local government officer about whom the information in this section is being disclosed.</b>   <div style="text-align: center; margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 200px; margin: 0 auto;"></div> <div style="font-size: small;">Name of Officer</div> </div> <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> <div style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div> <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> <div style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div> <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> <div style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b> </div>		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 5px;"></div> <div style="font-size: small;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 5px;"></div> <div style="font-size: small;">Date</div> </div> </div>		

Adopted 8/7/2015

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

## Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
1	Name of Local Government Officer	
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p><b>AFFIDAVIT</b></p> <p style="text-align: center;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <div style="text-align: right; margin-top: 20px;"> <div style="border-top: 1px solid black; width: 200px; margin: 0 auto;"></div> <p style="margin: 0;">Signature of Local Government Officer</p> </div> <p style="margin-top: 20px;">AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%; border-top: 1px solid black; margin: 0;"></div> <div style="width: 30%; border-top: 1px solid black; margin: 0;"></div> <div style="width: 30%; border-top: 1px solid black; margin: 0;"></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 30%; font-size: small;">Signature of officer administering oath</div> <div style="width: 30%; font-size: small;">Printed name of officer administering oath</div> <div style="width: 30%; font-size: small;">Title of officer administering oath</div> </div>	

Adopted 8/7/2015

## 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 . . .

- |                              |                             |   |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. <b>Provide</b> 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 contact within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>  |

**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.**

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
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 SUCONTRACTOR 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.**

## HUB SUBCONTRACTOR DISCLOSURE

**(Duplicate as Needed)**

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

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): \_\_\_\_\_

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

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

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

E-mail address:

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

Name (print or type): \_\_\_\_\_

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

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

E-mail address:

**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 \_\_\_\_\_ [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.):	
Company Name submitting bid/proposal:	
Mailing address:	
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**

\* 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, \_\_\_\_\_, the undersigned representative of (company or business name) \_\_\_\_\_  
(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.

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

Notary Seal

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
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.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
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 \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_,

on this day personally appeared \_\_\_\_\_, who  
(name)

after being by me duly sworn, did depose and say:

"I, \_\_\_\_\_ am a duly authorized officer of/agent  
(name)

for \_\_\_\_\_ and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said \_\_\_\_\_.  
(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: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

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

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

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

**CONTRACT RENEWAL FOR IFB 19-038/YS**  
**TERM CONTRACT FOR PAPER STOCK AND ENVELOPES FOR**  
**JEFFERSON COUNTY**

The County entered into a contract with Olmsted Kirk Paper Co. for one (1) year, from September 9, 2019 to September 8, 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 September 8, 2020 to September 7, 2021.

ATTEST:

  
Carolyn L. Guidry, County Clerk

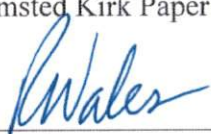
JEFFERSON COUNTY, TEXAS

  
Jeff Brantick, County Judge



CONTRACTOR:  
Olmsted Kirk Paper Co.

(Name)

  
RICHARD WALES

**CONTRACT RENEWAL FOR IFB 19-038/YS**  
**TERM CONTRACT FOR PAPER STOCK AND ENVELOPES FOR**  
**JEFFERSON COUNTY**

The County entered into a contract with Western-BRW Paper Co. – Bosworth Papers for one (1) year, from September 9, 2019 to September 8, 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 September 8, 2020 to September 7, 2021.

ATTEST:

  
 Carolyn L. Guidry, County Clerk

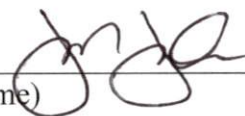
JEFFERSON COUNTY, TEXAS

  
 Jeff Branick, County Judge



CONTRACTOR:

Western-BRW Paper Co. – Bosworth  
 Papers

(Name) 

**CONTRACT RENEWAL FOR IFB 19-040/YS**  
**TERM CONTRACT FOR ROAD BUILDING MATERIAL FOR**  
**JEFFERSON COUNTY**

The County entered into a contract with Gulf Coast, a CRH Company for one (1) year, from September 9, 2019 to September 8, 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 September 8, 2020 to September 7, 2021.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
Carolyn L. Guidry, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:

Gulf Coast, a CRH Company

  
(Name)

## TERM CONTRACT FOR ROAD BUILDING MATERIAL FOR JEFFERSON COUNTY

The County entered into a contract with LD Construction for one (1) year, from September 9, 2019 to September 8, 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 September 8, 2020 to September 7, 2021.

ATTEST:


  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
LD Construction

  
(Name)  
Tracy Dawson



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

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

August 11, 2020

Martin Marietta Materials, Inc.  
 5675 Fannett Road  
 Beaumont TX 77705  
 Attention: Mr. Bill Kelley

Re: (IFB 19-040/YS), Term Contract for Road Building Material for Jefferson County

Dear Mr. Kelley:

Pursuant to the referenced contract, Jefferson County hereby exercises its first one (1) year option to renew the contract with the same terms and conditions.

Enclosed are the current award sheet and two (2) renewal contracts. Please sign the **two (2) original renewal contracts** and return them by mail or courier service to the Jefferson County Purchasing Department no later than Wednesday, August 19, 2020, or email signed scanned copies to [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

**Along with the renewal contracts, please include a current Certificate of Insurance copy as required in the original IFB. Jefferson County should be included as an additional insured on the policy, and the written notation "Jefferson County is an Additional Insured" should be included on the certificate.**

Additionally, vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**Please review your company's SAM (System for Award Management) status to ensure that you are both registered and in good standing, as this status will be reviewed by our office prior to contract renewal.**

**If you e-mail your signed copies, you must follow up with delivery of original signed copies to our office via mail or courier service (i.e. Fed Ex, UPS).** The renewal is scheduled for Commissioners' Court approval on Tuesday, August 25, 2020. After it has been received and filed in the County Clerk's office, the original will be mailed to your attention.

Sincerely,

Deborah L. Clark  
 Purchasing Agent  
 Jefferson County, Texas

DC: ys  
 Enclosures

**CONTRACT RENEWAL FOR IFB 19-040/YS  
TERM CONTRACT FOR ROAD BUILDING MATERIAL FOR  
JEFFERSON COUNTY**

The County entered into a contract with Martin Marietta Materials, Inc. for one (1) year, from September 9, 2019 to September 8, 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 September 8, 2020 to September 7, 2021.

ATTEST:

  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
Martin Marietta Materials, Inc.

  
(Name)

**CONTRACT RENEWAL FOR IFB 19-040/YS**  
**TERM CONTRACT FOR ROAD BUILDING MATERIAL FOR**  
**JEFFERSON COUNTY**

The County entered into a contract with Martin Marietta Materials, Inc. for one (1) year, from September 9, 2019 to September 8, 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 September 8, 2020 to September 7, 2021.

ATTEST:

  
\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
Martin Marietta Materials, Inc.

  
\_\_\_\_\_  
(Name)

IFB 19-040/YS

Term Contract for Road Building Materials for Jefferson County

Awarded: September 9, 2019

Updated 2/27/2020

**CURRENT PRICING****1A. Rock Asphalt - Truck Delivery**

(Price per ton, FOB, delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

		Vulcan Construction Materials LLC		
A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments		China Rd	Viterbo Rd	Boyt Rd
1	Item 302 Type PB Gr 3	84.90	85.22	85.06
2	Item 302 Type PB Gr 4	84.90	85.22	85.06
3	Item 302 Type PB Gr 4S	84.90	85.22	85.06
		*minimum 24 ton delivery		

**1B. Rock Asphalt - Truck Delivery**

(Price per ton, FOB delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

		Vulcan Construction Materials LLC			
A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments		Rosedale	LaBelle	Hamshire	Hebert
1	Item 302 Type PB Gr 3	84.42	82.02	84.74	84.42
2	Item 302 Type PB Gr 4	84.42	82.02	84.74	84.42
3	Item 302 Type PB Gr 4S	84.42	82.02	84.74	84.42
		*minimum 24 ton delivery			

**1C. Rock Asphalt - Railroad Delivery**

(Price per ton, FOB Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

		Vulcan Construction Materials LLC		
A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments		China Rd.	Viterbo Rd.	Boyt Rd.
1	Item 302 Type PB Gr 3	66.34	66.34	66.34
2	Item 302 Type PB Gr 4	66.34	66.34	66.34
3	Item 302 Type PB Gr 4S	66.34	66.34	66.34
		*minimum 4000 ton delivery		

**1D. Rock Asphalt - Railroad Delivery**  
(Price per ton, FOB Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

		Vulcan Construction Materials LLC			
A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments		Rosedale	LaBelle	Hamshire	Hebert
1	Item 302 Type PB Gr 3	66.34	66.34	66.34	66.34
2	Item 302 Type PB Gr 4	66.34	66.34	66.34	66.34
3	Item 302 Type PB Gr 4S	66.34	66.34	66.34	66.34
		*minimum 4000 ton delivery			

**2. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 - Maximum P.I. 10)**

A. Truck Delivery - Prices FOB Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. Flexible Base - Price per ton delivered from Vendor's hopper to job site. Bidder shall supply material from location closest to the County project site.

Vulcan Construction Materials LLC		
	Price per ton, tandem dump	Price per ton, trailer
1. 1 - 10 miles	28.00	28.00
2. 11 - 20 miles	29.00	29.00
3. 21 - 30 miles	30.50	30.50
4. 31 + miles	36.00	36.00

\*minimum 24 ton delivery

B. Hopper Pick-Up		Vulcan Construction Materials LLC	
Location	Address	Price per ton FOB truck shipping point	
1. Beaumont	1399 Carroll Street	22.50	
2. Port Neches		No Bid	
3. Port Arthur		No Bid	
4. Other		No Bid	
5. Other		No Bid	
Hours of Hopper Operation:		7 am - 5 pm *minimum 24 ton delivery	

**3. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)**

A. Truck Delivery-Prices FOB Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. Patching Material-Price per ton delivered from Vendor's hopper to job site. Bidder shall apply material from location closest to the County project site.

	Gulf Coast	
	Price per ton, tandem dump	Price per ton, trailer
1. 1 - 10 miles	95.00	95.00
2. 11 - 20 miles	97.70	97.70
3. 21 - 30 miles	100.85	100.85
4. 31+ miles	103.20	103.20

B. Hopper Pick-Up

Location	Gulf Coast	
	Address	Price per ton FOB truck shipping point
1. Beaumont	860 Pine Street	90.00
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid
Hours of Hopper Operation:	Mon-Fri, 7am-4pm	

4A. Cement Stabilized Base - Truck Delivery (price per ton, FOB delivered Jefferson County Precinct Service Center with freight prepaid and allowed)

A-1. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	45.00	44.00	44.50		
A-2. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	No Bid	45.00	44.50	45.00	44.50
B-1. Item 276, Plant Mix, Crushed Stone, 2 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	48.00	47.00	47.50		
B-2. Item 276, Plant Mix, Crushed Stone, 2 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	No Bid	48.00	47.50	48.00	47.50
C-1. Item 276, Plant Mix, Crushed Stone, 3 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	54.00	53.00	53.50		
C-2. Item 276, Plant Mix, Crushed Stone, 3 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	No Bid	54.00	53.50	54.00	53.50
D-1. Item 276, Plant Mix, Crushed	Martin Marietta Materials, Inc.				

Stone, 4 sack/ton	China Rd	Viterbo Rd	Boyt Rd		
	60.00	59.00	59.50		
D-2. Item 276, Plant Mix, Crushed Stone, 4 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	No Bid	60.00	59.50	60.00	59.50
E-1. Item 401, Flowable Backfill, 1-1/2 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	92.00/cy	92.00/cy	92.00/cy		
E-2. Item 401, Flowable Backfill, 1-1/2 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	No Bid	92.00/cy	92.00/cy	92.00/cy	92.00/cy
F-1. Item 401, Flowable Backfill, 2 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	95.00/cy	95.00/cy	95.00/cy		
F-2. Item 401, Flowable Backfill, 2 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	No Bid	95.00/cy	95.00/cy	95.00/cy	95.00/cy

**4A. Cement Stabilized Base - Truck Delivery (continued)** (price per ton, FOB delivered Jefferson County Precinct Service Center with freight prepaid and allowed)

G-1. Item 401, Flowable Backfill, 3 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	101.00/cy	101.00/cy	101.00/cy		
G-2. Item 401, Flowable Backfill, 3 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	No Bid	101.00/cy	101.00/cy	101.00/cy	101.00/cy
H-1. Item 401, Flowable Backfill, 4 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	107.00/cy	107.00/cy	107.00/cy		
H-2. Item 401, Flowable Backfill, 4 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	No Bid	107.00/cy	107.00/cy	107.00/cy	107.00/cy

**4B. Cement Stabilized Base - Hopper Pick Up**

Martin Marietta Materials, Inc.		
A. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton	Address	Price per ton FOB truck shipping point
1. Beaumont	2525 Dollinger	39.00
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid

5. Other		No Bid
Martin Marietta Materials, Inc.		
B. Item 276, Plant Mix, Crushed Stone, 2 sack/ton	Address	Price per ton FOB truck shipping point
1. Beaumont	2525 Dollinger	42.00
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid
Martin Marietta Materials, Inc.		
C. Item 401, Flowable Backfill, 1-1/2 sack/ton	Address	Price per ton FOB truck shipping point
1. Beaumont	2525 Dollinger	88.00/cy
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid

#### 4B. Cement Stabilized Base - Hopper Pick Up (continued)

Martin Marietta Materials, Inc.		
D. Item 401, Flowable Backfill, 2 sack/ton	Address	Price per ton FOB truck shipping point
1. Beaumont		91.00/cy
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid
Martin Marietta Materials, Inc.		
E. Item 401, Flowable Backfill, 3 sack/ton	Address	Price per ton FOB truck shipping point
1. Beaumont		97.00/cy
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid

#### 5. Hot Mix Asphaltic Concrete Pavement - Hopper Pick-Up

A. Item 340 TY D		Gulf Coast		LD Construction	
	Location	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point
	1. Beaumont	860 Pine Street	63.50	2360 Dollinger	58.75
	2. Port Neches		No Bid		No Bid
	3. Port Arthur		No Bid		No Bid
	4. Other		No Bid		No Bid
	5. Other		No Bid		No Bid
	Hours of Hopper Operation	Mon-Fri, 7 am - 4 pm			

B. Item 340 TY D - Anti Stripping Agent shall be added if required by design mix		Gulf Coast		LD Construction	
Location	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point	
1. Beaumont	860 Pine Street	63.50	2360 Dollinger	58.75	
2. Port Neches		No Bid		No Bid	
3. Port Arthur		No Bid		No Bid	
4. Other		No Bid		No Bid	
5. Other		No Bid		No Bid	
Hours of Hopper Operation	Mon-Fri, 7 am - 4 pm				

## 6. Hot Mix Cold Laid Asphaltic Concret Pavement - Hopper Pick-Up

A. Item 334, Type D		Gulf Coast	
Location	Address	Price per ton FOB truck shipping point	
1. Beaumont	860 Pine Street	73.50	
2. Port Neches		No Bid	
3. Port Arthur		No Bid	
4. Other		No Bid	
5. Other		No Bid	
Hours of Hopper Operation:		Mon-Fri, 7 am - 4 pm	

## 7. Concrete Structures - Truck Delivery

A. Delivered to Job Site, Jefferson County, price per ton FOB truck shipping point		Martin Marietta Materials, Inc.
1. Item 421 Class A		98.00/cy
2. Item 421 Class B		94.00/cy
3. Item 421 Class S		102.00/cy

### Gulf Coast, a CRH Company

PO Box 20779

Beaumont TX 77720

attn: Rebecca Rutledge

[Rebecca.Rutledge@gc-texas.com](mailto:Rebecca.Rutledge@gc-texas.com)

ph: 409-284-2600 or 409-866-1444

fx: 409-866-1032

### Martin Marietta Materials, Inc.

5675 Fannett Road

Beaumont TX 77705

attn: Bill Kelley

[william.kelley@martinmarietta.com](mailto:william.kelley@martinmarietta.com)

ph: 658-7791

fx: 409-654-3312

**LD Construction**

148 South Dowlen Road, PHB 694

Beaumont TX 77707

attn: Troy Dodson

[troy.ldconstruction@gmail.com](mailto:troy.ldconstruction@gmail.com)

ph: 409-656-4161

fx: 409-866-4447

**Vulcan Construction Materials LLC**

PO Box 791550

San Antonio TX 78279

attn: Jeff Harris

[vulcantxquotes@vmcmail.com](mailto:vulcantxquotes@vmcmail.com)

ph: 210-524-3512

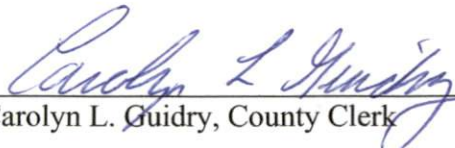
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**CONTRACT RENEWAL FOR IFB 19-040/YS  
TERM CONTRACT FOR ROAD BUILDING MATERIAL FOR  
JEFFERSON COUNTY**

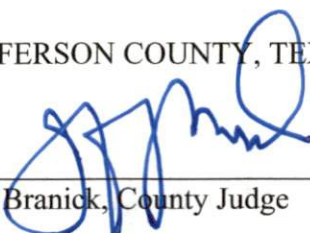
The County entered into a contract with Vulcan Construction Materials LLC for one (1) year, from September 9, 2019 to September 8, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from September 8, 2020 to September 7, 2021.

ATTEST:

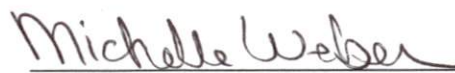
  
\_\_\_\_\_  
Carolyn L. Guidry, County Clerk

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
Vulcan Construction Materials LLC

  
\_\_\_\_\_  
(Name)

**CONTRACT RENEWAL FOR IFB 19-040/YS**

# Master Equipment Lease-Purchase Agreement

Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

**Customer Information:**

Customer's Full Legal Name ("You" and "Your"):  
 County of Jefferson

Address:

1149 Pearl St., 7th Floor

City/State/Zip Code:

Beaumont, TX 77701

Telephone Number:

409-835-8500

Federal Tax ID#:

1-74-6000291-2

County:

Jefferson

**Supplier Information:**

Supplier Name ("Supplier"):  
 Function 4 LLC

Address:

4785 Eastex Freeway

City/State/Zip Code:

Beaumont, TX 77706

You acknowledge and agree that this agreement (as amended from time to time, this "Agreement") and each Schedule (defined below) represent the complete and exclusive agreement between You and Us regarding the subject matter herein and therein and supersedes any other oral or written agreements between You and Us regarding such matters. "Schedule" means a schedule, in such form as We may accept in our sole discretion, that may be entered into from time to time by You and Us for a lease transaction pursuant to this Agreement. This Agreement and each Schedule can be changed only by a written agreement between You and Us. Other agreements not stated herein or in a Schedule (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of a Lease (defined below). This Agreement is not a commitment by Us to enter into any Schedule not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Us to enter into any proposed Schedule, it being understood that whether We enter into any proposed Schedule shall be a decision solely within Our discretion.

**1. LEASE OF EQUIPMENT.** Each Schedule executed by You represents Your agreement to lease from Us the personal property listed therein (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated in such Schedule and this Agreement. Each Schedule and the terms of this Agreement which are incorporated by reference into such Schedule shall constitute a separate and independent contract between You and Us and shall be referred to as a "Lease". In the event of any conflict between the provisions of this Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. Each Schedule is binding on You as of the date You sign it. You agree that after You sign this Agreement or a Schedule, We may insert or correct any information missing in this Agreement or a Schedule, including Your proper legal name, serial numbers and any other information describing the Equipment.

**2. TERM; PURCHASE OPTION.** The term of each Lease will begin on, and interest shall accrue from, the date that We disburse lease proceeds pursuant to the related Schedule (the "Commencement Date") and will continue for the number of months shown on such Schedule (the "Term"), subject to Section 14. You authorize Us to insert the applicable Commencement Date on the Schedule relating to each Lease. **Each Lease is non-cancelable for the full Term, subject to Section 14.** Notwithstanding the foregoing, provided that You are not then in default under a Lease, such Lease will terminate and Our security interest in the Equipment will terminate (i) at the end of the Term, upon payment in full of all Payments and other amounts payable by You under such Lease; or (ii) on any Payment date, upon payment by You of the then applicable "Prepayment Amount" under such Lease as set forth in the related Schedule, plus the Payment due on such date and all other amounts then due under such Lease, provided that You shall have given Us not less than 30 days' prior written notice of Your intent to make such payment.

**3. UNCONDITIONAL OBLIGATION.** With respect to each Lease, You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Agreement or any Schedule; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your obligations under each Lease are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever, subject to Section 14; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of any Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us under any Lease; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under each Lease.

**4. PAYMENTS.** Each Payment Period for a given Lease, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment due under the related Schedule, and (ii) applicable taxes and other charges provided for in the Lease. As set forth in the Schedule relating to a Lease, a portion of each Payment is paid as, and represents payment of, interest, and the balance of each Payment is paid as, and represents payment of, principal. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay under a Lease is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations under the applicable Lease. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or the maximum amount permitted by law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft.

**5. INDEMNIFICATION.** To the extent permitted by applicable law, You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of each Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

**6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** You hereby grant to Us a security interest in the Equipment and all proceeds thereof to secure Your obligations under each Lease. You authorize Us to record UCC financing statements to protect Our interests in the Equipment.

**7. DELIVERY; LOCATION; OWNERSHIP; USE AND MAINTENANCE.** We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location specified in a Schedule unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. During the Term of each Lease, title to the Equipment shall vest in You, except as otherwise provided in the related Schedule; provided, however, upon a default under Section 11 or the termination of a Lease pursuant to an event of Non-Appropriation, title in and to the Equipment shall immediately vest in Us. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under the applicable Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for performing one or more of Your governmental functions and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

**8. LOSS; DAMAGE; INSURANCE.** You shall, at all times during each Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or its Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. With respect to each Lease, You have the choice of satisfying these insurance requirements for a given Lease by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date of such Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. With Our prior written consent, You may satisfy Your Property Insurance

**BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2**

Customer: (identified above) County of Jefferson

Function 4 LLC ("We," "Us," "Our" and "Lessor")

By:  Date: 08.25.2000

By: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Print name: Jeff Brannick Title: County Judge

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Agreement Number: \_\_\_\_\_

obligations under this Section 8 by means of a self-insurance program reasonably acceptable to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date of a Lease, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

**9. ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement or any Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment, this Agreement and/or any Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations under this Agreement or any Lease. You agree not to assert against the Assignee any claim, defense or offset You may have against Us. Upon receipt of notice of any Transfer of a Lease to an Assignee, You shall record the same in records maintained for such purpose in order to comply with Section 149 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code").

**10. TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement, each Lease and/or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Term of each Lease, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment leased under each Lease. With respect to each Lease, You also agree to pay Us upon demand a documentation/processing fee in the amount set forth in the related Schedule (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during a Lease. In connection with the expiration or earlier termination of a Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Agreement and each Lease may include a profit to Us and/or the Supplier.

**11. DEFAULT; REMEDIES.** With respect to each Lease, You will be in default if (1) You fail to pay any amount due under any Lease within 15 days of the due date; (2) You breach or attempt to breach any other term, representation or covenant in this Agreement, any Lease or in any other agreement now existing or hereafter entered into with Us or any Assignee; (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee; (4) You file, or there is filed against You, a case or proceeding under any bankruptcy, insolvency or other similar laws, or (5) You suffer an adverse change in Your financial condition. If You default under a Lease, We may do any or all of the following: (A) cancel such Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due under such Lease, and (ii) all remaining Payments for the remainder of Your then-current fiscal period (such amounts specified in sub-clauses "i" through "ii" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

**12. RETURN OF EQUIPMENT.** If You are required to return the Equipment under any Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of the applicable Lease, including Your obligation to make Payments and pay all other amounts due thereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Agreement. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

**13. APPLICABLE LAW; SEVERABILITY.** This Agreement and each Lease shall be deemed fully executed and performed in the State in which You are located. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement or any Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder or thereunder. Each provision of this Agreement and each Lease shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision of this Agreement or any Lease is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof or thereof.

**14. GOVERNMENTAL PROVISIONS.** As of the Commencement Date of each Lease, You hereby represent, warrant and covenant to Us that: (a) You intend, subject only to this Section 14, to remit to Us all sums due and to become due under this Lease for the full Term; (b) Your governing body has appropriated sufficient funds to pay all Payments and other amounts due during Your current fiscal period; (c) You reasonably believe that legally available funds in an amount sufficient to make all Payments for the full Term can be obtained; and (d) You intend to do all things lawfully within Your power to obtain and maintain funds from which Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Your governing body fails to appropriate sufficient funds to pay all Payments and other amounts due and to become due hereunder in Your next fiscal period ("Non-Appropriation"), then (i) You shall promptly notify Us of such Non-Appropriation, (ii) this Lease will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) You shall return the Equipment to Us pursuant to Section 12. Your obligations under each Lease shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Your creation of indebtedness, nor shall anything contained herein constitute a pledge of Your general tax revenues, funds or monies. As of the Commencement Date of each Lease, You further represent, warrant and covenant to Us: (a) You have the power and authority under applicable law to enter into such Lease and the transactions contemplated thereby and to perform all of Your obligations thereunder, (b) You have duly authorized the execution and delivery of such Lease by appropriate official action of Your governing body and You have obtained such other authorizations, consents and/or approvals as are necessary to consummate such Lease, (c) all legal and other requirements have been met, and procedures have occurred, to render such Lease enforceable against You in accordance with its terms, and (d) You have complied with all public bidding requirements applicable to such Lease and the transactions contemplated thereby.

**15. TAX REPRESENTATIONS AND COVENANTS.** As of the Commencement Date of each Lease, You hereby represent, warrant and covenant unto Us that: (a) You are a state or political subdivision thereof within the meaning of Section 103(c) of the Code and will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as such, (b) You intend that each Lease not constitute a "true" lease for federal income tax purpose and therefore, it is Your intention that You be considered the owner of all Equipment for federal income tax purposes, (c) You will not take any action that would cause the interest component of Payments to be or to become ineligible for the exclusion from Our gross income for federal income tax purposes, nor will You omit to take or cause to be taken, in a timely manner, any action which omission would cause the interest component of such Payments to be or to become ineligible for the exclusion from Our gross income for federal income tax purposes, (d) You have not created or established, and do not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Payments, or (ii) that may be used solely to prevent a default in the payment of Payments, (e) the proceeds of each Lease will not be used to reimburse You for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance the Equipment under such Lease, (f) You will not permit any Equipment to be used, directly or indirectly, for a private business use within the meaning of Section 141 of the Code, and (g) You agree to complete in a timely manner an information reporting return (either Form 8038-G or Form 8038-GC, as appropriate) with respect to each Lease as required by the Code. If You breach any of the covenants contained in this Section 15, the interest component of Payments may become includable in Our gross income for federal income tax purposes. In such event, You agree to pay Us promptly after any such determination of taxability and on each Payment date thereafter an additional amount determined by Us to compensate Us for the loss of such excludability. Notwithstanding anything in this Section 15 or elsewhere in this Agreement to the contrary, any amount payable by You under a Lease shall be payable solely from funds legally available for such purpose and shall be subject to Section 14 hereof.

**16. MISCELLANEOUS.** You shall furnish Us or an Assignee with current financial statements, current budgets and/or proof of appropriations for each Lease for each ensuing fiscal period upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or any Lease, and (b) provide Your credit application, information regarding Your account to credit reporting agencies, potential Assignees, Vendors and parties having an economic interest in this Agreement, a Lease and/or the Equipment. Each Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, with respect to a Schedule, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Agreement and each Schedule and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement and any Lease. You waive notice of receipt of a copy of this Agreement and any Schedule with Our original signature.

# Equipment Schedule

Financial Services | 800 Walnut, 4th floor | Des Moines, Iowa 50309

**Title of lease, rental or other agreement:** Schedule to Master Equipment Lease-Purchase Agreement (the "Agreement")

**Lessee/Renter/Customer:** County of Jefferson ("Customer")

**Lessor/Lender/Owner:** Function 4 LLC ("Company")

Quantity	Equipment Make, Model & Serial Number	Equipment Location (if different than address shown in Agreement)
1	Sharp MX-4071	1225 Pearl St.
1	Sharp MX-4071	1149 Pearl St.
1	Sharp MX-M7570	1225 Pearl St., #200
2	Sharp MX-M7570	1149 Pearl St.
1	Sharp MX-M7570	1085 Pearl St., #300
2	Sharp MX-M7570	5030 Hwy 69 South
12	Sharp MX-M4071	1149 Pearl St.
10	Sharp MX-M4071	1001 Pearl St.
5	Sharp MX-M4071	1085 Pearl St.
1	Sharp MX-M4071	4875 Parker St.
3	Sharp MX-M4071	525 Lakeshore Dr., Port Arthur
1	Sharp MX-M4071	7965 Viterbo Rd.v
4	Sharp MX-M4071	800 4th St., Port Arthur
4	Sharp MX-M4071	820 Neches St.,
1	Sharp MX-M4071	145 S 11th St.
4	Sharp MX-M4071	215 Franklin St.
1	Sharp MX-M4071	7933 Viterbo Rd.
6	Sharp MX-M4071	5030 Hwy 69 South
1	Sharp MX-M4071	1225 Pearl St.
3	Sharp MX-M4071	5326 US 69 South (Access Rd.)
1	Sharp MX-M4071	900 4th St., Port Arthur 2nd Fl
2	Sharp MX-M4071	1295 Pearl St
1	Sharp MX-M4071	20205 Hwy 90 West
1	Sharp MX-M4071	7759 Viterbo Rd.
1	Sharp MX-M4071	7780 Boyt Rd.
1	Sharp MX-M4071	4605 Jerry Ware

This schedule amends and supplements the Agreement described herein. This schedule, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This schedule may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this schedule and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this schedule.

**Customer (identified above):** County of Jefferson

**Company (identified above):**

By:

Date:

08.25.2020

By:

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

Print name: Jeff Brinick

Title: County Judge

Print name:

Title:

**Agreement Number:**

**Master Agreement Number (if applicable):**

# Schedule to Master Equipment Lease-Purchase Agreement

Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

**Customer Information:**

 Customer's Full Legal Name ("You" and "Your"):  
 County of Jefferson

Commencement Date:

 Address:  
 1149 Pearl Street 7<sup>th</sup> Floor

 City/State/Zip Code:  
 Beaumont TX 77701

 County:  
 Jefferson

**Equipment Information:**
☒ See Attached Equipment Schedule

Equipment Location (if different than address shown above):

Quantity	Equipment Make, Model & Serial Number	Quantity	Equipment Make, Model & Serial Number

**Term And Payment Information:** Term: **60** months

 Interest Rate: **3.6** Amount Financed: **\$457,860.39**

 Payment: **See Payment Schedule attached hereto**

Payment Period is "Monthly" unless otherwise noted here: Security Deposit: \$ Documentation/Processing Fee: \$75.00

 Advance Payment: \$ applied to: ☐ 1st Payment ☐ Last Payment ☐ 1st and Last Payments

This is a Schedule that is being entered into subject to the master agreement referenced below (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement together with this Schedule constitute a Lease (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding the leasing of the equipment listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment"). This Schedule can be changed only by a written agreement between You and Us. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

**1. LEASE OF EQUIPMENT.** You hereby agree to lease from Us the Equipment described above upon the terms and conditions set forth in this Schedule and in the Master Agreement.

**2. GENERAL GOVERNMENTAL PROVISIONS.** You hereby represent, warrant and covenant to Us that with respect to this Schedule, Your representations, warranties and covenants set forth in the Master Agreement (including, without limitation, those set forth in Sections 14 and 15 thereof) are true and correct as though made as of the Commencement Date hereof.

**3. TEXAS PROVISIONS.** To the extent that the Master Agreement includes provisions pursuant to which You agree to do all things lawfully within Your power to obtain and maintain funds from which Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law, such provisions are hereby deleted and are of no force or effect with respect to this Schedule.

**4. MISCELLANEOUS.** This Schedule may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of the Master Agreement and this Schedule and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Lease. You waive notice of receipt of a copy of this Schedule with Our original signature.

**This Lease is non-cancelable for the full Term, except as otherwise provided in the Master Agreement.**

Customer (identified above) County of Jefferson

("We," "Us" and "Our")

By:

Date: 08/25/2020 By:

Print name: Jeff Branick

Title: County Judge

Print name:

Title:

**Schedule Number:**
**Master Agreement Number:**

Compound Period: Monthly

**County of Jefferson**

Nominal Annual Rate: 3.6 %

	Event	Amount	Number	Period
1	Loan	457,860.39	1	
2	Payment	8,350.00	60	Monthly

**AMORTIZATION SCHEDULE - Normal Amortization**

Period	Payment	Interest	Principal	Balance
	\$0.00	\$0.00	\$0.00	\$457,860.39
1	\$8,350.00	\$1,373.95	\$6,976.05	\$450,884.34
2	\$8,350.00	\$1,353.02	\$6,996.98	\$443,887.36
3	\$8,350.00	\$1,332.02	\$7,017.98	\$436,869.39
4	\$8,350.00	\$1,310.96	\$7,039.04	\$429,830.35
5	\$8,350.00	\$1,289.84	\$7,060.16	\$422,770.19
6	\$8,350.00	\$1,268.65	\$7,081.35	\$415,688.84
7	\$8,350.00	\$1,247.40	\$7,102.60	\$408,586.25
8	\$8,350.00	\$1,226.09	\$7,123.91	\$401,462.34
9	\$8,350.00	\$1,204.71	\$7,145.29	\$394,317.05
10	\$8,350.00	\$1,183.27	\$7,166.73	\$387,150.32
11	\$8,350.00	\$1,161.77	\$7,188.23	\$379,962.09
12	\$8,350.00	\$1,140.20	\$7,209.80	\$372,752.28
13	\$8,350.00	\$1,118.56	\$7,231.44	\$365,520.84
14	\$8,350.00	\$1,096.86	\$7,253.14	\$358,267.70
15	\$8,350.00	\$1,075.09	\$7,274.91	\$350,992.80
16	\$8,350.00	\$1,053.26	\$7,296.74	\$343,696.06
17	\$8,350.00	\$1,031.37	\$7,318.63	\$336,377.43
18	\$8,350.00	\$1,009.41	\$7,340.59	\$329,036.84
19	\$8,350.00	\$987.38	\$7,362.62	\$321,674.21
20	\$8,350.00	\$965.28	\$7,384.72	\$314,289.50
21	\$8,350.00	\$943.12	\$7,406.88	\$306,882.62
22	\$8,350.00	\$920.90	\$7,429.10	\$299,453.52
23	\$8,350.00	\$898.60	\$7,451.40	\$292,002.12
24	\$8,350.00	\$876.24	\$7,473.76	\$284,528.37
25	\$8,350.00	\$853.82	\$7,496.18	\$277,032.18
26	\$8,350.00	\$831.32	\$7,518.68	\$269,513.50
27	\$8,350.00	\$808.76	\$7,541.24	\$261,972.26
28	\$8,350.00	\$786.13	\$7,563.87	\$254,408.39
29	\$8,350.00	\$763.43	\$7,586.57	\$246,821.83

30	\$8,350.00	\$740.67	\$7,609.33	\$239,212.49
31	\$8,350.00	\$717.83	\$7,632.17	\$231,580.32
32	\$8,350.00	\$694.93	\$7,655.07	\$223,925.25
33	\$8,350.00	\$671.96	\$7,678.04	\$216,247.21
34	\$8,350.00	\$648.92	\$7,701.08	\$208,546.13
35	\$8,350.00	\$625.81	\$7,724.19	\$200,821.94
36	\$8,350.00	\$602.63	\$7,747.37	\$193,074.57
37	\$8,350.00	\$579.38	\$7,770.62	\$185,303.95
38	\$8,350.00	\$556.06	\$7,793.94	\$177,510.01
39	\$8,350.00	\$532.67	\$7,817.33	\$169,692.68
40	\$8,350.00	\$509.22	\$7,840.78	\$161,851.90
41	\$8,350.00	\$485.69	\$7,864.31	\$153,987.59
42	\$8,350.00	\$462.09	\$7,887.91	\$146,099.67
43	\$8,350.00	\$438.42	\$7,911.58	\$138,188.09
44	\$8,350.00	\$414.68	\$7,935.32	\$130,252.77
45	\$8,350.00	\$390.86	\$7,959.14	\$122,293.63
46	\$8,350.00	\$366.98	\$7,983.02	\$114,310.61
47	\$8,350.00	\$343.02	\$8,006.98	\$106,303.64
48	\$8,350.00	\$319.00	\$8,031.00	\$98,272.63
49	\$8,350.00	\$294.90	\$8,055.10	\$90,217.53
50	\$8,350.00	\$270.73	\$8,079.27	\$82,138.26
51	\$8,350.00	\$246.48	\$8,103.52	\$74,034.74
52	\$8,350.00	\$222.16	\$8,127.84	\$65,906.90
53	\$8,350.00	\$197.77	\$8,152.23	\$57,754.68
54	\$8,350.00	\$173.31	\$8,176.69	\$49,577.99
55	\$8,350.00	\$148.77	\$8,201.23	\$41,376.76
56	\$8,350.00	\$124.16	\$8,225.84	\$33,150.93
57	\$8,350.00	\$99.48	\$8,250.52	\$24,900.41
58	\$8,350.00	\$74.72	\$8,275.28	\$16,625.13
59	\$8,350.00	\$49.89	\$8,300.11	\$8,325.02
60	\$8,350.00	\$24.98	\$8,325.02	\$0.00

Lessee: County of Jefferson

Signer:

Name: Jeff Branick

Title: County Judge

Date:

08/25/2020

# Delivery & Acceptance Certificate - Municipal

Financial Services | 800 Walnut, 4th floor | Des Moines, Iowa 50309

**Title of lease, rental or other agreement:** (the "Agreement")

**Lessee/Renter/Customer:** County of Jefferson ("Customer")

**Lessor/Lender/Owner:** Function 4 LLC ("Company")

The Customer named above hereby unconditionally represents and certifies to Company, and agrees, that:

1. The equipment, other personal property and software, if any, described below (collectively, the "Goods") which have been leased or otherwise provided to Customer or otherwise constitutes collateral under the above-referenced Agreement, has been fully delivered and installed at Customer's place of business, has been inspected and tested by Customer and is operating in good working order to Customer's complete satisfaction, meets all of Customer's requirements and specifications, and is hereby irrevocably accepted by Customer:

Quantity	Make or other description	Model name (if any)	Serial # (if any)
62	Sharp MX-M4071		
4	Sharp MX-M4071		
3	Sharp MX-M7570		
3	Sharp MX-M7570		
2	Sharp MX-4071		

**Attach additional page if necessary**

2. There are no side agreements between Customer and any third party relating to the subject matter of the Agreement, and no cancellation rights have been granted to Customer by Company or any third party (excluding any cancellation in connection with an event of Non-Appropriation (as defined in the Agreement)). There is no "free demonstration" or "test" period for the Goods.

3. Customer has reviewed and understands all of the terms of the Agreement, and Customer agrees that the Agreement cannot be revoked or cancelled or terminated early for any reason (excluding any termination in connection with an event of Non-Appropriation).

Customer hereby directs Company to pay the vendor/supplier of the Goods. Customer agrees that (i) Company may insert the Agreement number (and Master Agreement Number, if applicable) and the date below if either is missing following the Customer's signature below, and (ii) a facsimile or other copy of this document containing your faxed, copied or electronically transmitted signature may be treated as an original for all purposes.

**Instruction to Customer:** Do NOT sign this Certificate until ALL of the Goods have been delivered, installed, inspected and tested to your satisfaction.

**Customer (identified above):** County of Jefferson

**By:**

**Date:**

08/25/2020

Print name: Jeff Branick

Title: County Judge

**Agreement Number:**

**Master Agreement Number (if applicable):**



# Self-Insurance Addendum

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

**Title of lease, rental or other agreement:** Master Equipment Lease-Purchase Agreement (the "Agreement")

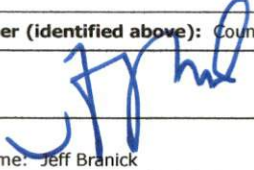
**Lessee/Renter/Customer:** County of Jefferson ("Customer")

This Addendum (this "Addendum") is entered into by and between Customer and Wells Fargo Financial Leasing, Inc. ("Company"). This Addendum shall be effective as of the effective date of the Agreement.

**1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

**2. INSURANCE.** Notwithstanding the requirement in the above-referenced Agreement for Customer to maintain insurance on the Equipment, Customer may self-insure against risk of physical loss or damage to the Equipment, so long as no event of default or default has occurred or is continuing, to the same extent it self-insures equipment which it owns or leases similar in nature to the Equipment, provided such self-insurance program is not inconsistent with the prudent industry practice. Customer certifies that Company has the right to periodically review Customer's financial condition to determine continuing eligibility for self-insurance. Customer further certifies that it will notify Company in writing, via certified mail, in the event of any theft, loss, damage or other casualty to the Equipment within 48 hours of the date of such occurrence. In the event Customer ceases to be self-insured or elects not to be self-insured with respect to the Equipment, Customer agrees to obtain and maintain a commercial policy insuring the Equipment as required by the terms of the above-referenced Agreement.

**3. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

<b>Customer (identified above):</b> County of Jefferson		<b>Wells Fargo Financial Leasing, Inc.</b>	
<b>By:</b> 	<b>Date:</b> 08/25/2020	<b>By:</b>	<b>Date:</b> ____ / ____ / ____
<b>Print name:</b> Jeff Branick	<b>Title:</b> County Judge	<b>Print name:</b>	<b>Title:</b>
		<b>Agreement Number:</b>	
		<b>Master Agreement Number (if applicable):</b>	

## Advantage CPP Maintenance Contract

<b>Sold To: (legal name)</b>				<b>Ship To:</b>				
Name: <u>Jefferson County</u> Account Number: _____				Name: <u>Same as Sold To</u> Account Number: _____				
Street Address: <u>1149 Pearl St., 7th Floor</u>				Address Line 1: _____				
Address Line 2: _____				City: _____ State: _____ Zip: _____				
Phone #: <u>(409) 835-8500</u>				Phone #: _____				
City: <u>Beaumont</u> State: <u>TX</u> Zip: <u>77701</u>								
Tax Exemption <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Certificate required)				Tax Exemption Number: <u>1-74-6000291-2</u>				
PO Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy required)				PO Number: _____ PO Expiration Date: _____				
<b>Advantage CPP Maintenance Plan</b>								
Cost Per Page <input checked="" type="checkbox"/> With Supplies <input type="checkbox"/> Without Supplies - Purchased Separately				Effective Date: <u>Upon Delivery</u>				
Billing Cycle for CPP contract: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually				Contract Term (Months): <input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 36 <input type="checkbox"/> 48 <input checked="" type="checkbox"/> 60 <input type="checkbox"/> 63				
Billing Cycle for Excess Copies: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually				Digital Support Services OPT OUT <u>X</u>				
Product Covered Under Contract:								
Item	Model Description	Serial Number	Type	Start Meter Read	Covered Copies	CPP	Quarterly Base \$	Overage CPP
1	See Schedules B & C for equipment list		C		0	-	\$ 0.00	\$ 0.07
			B/W		7,800,000	-	\$ 3,750.00	\$ 0.006
2			C					
			B/W					
3			C					
			B/W					
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					
7			C					
			B/W					
<b>Comments</b> This is an all-inclusive agreement which covers all parts, labor, toner, drums & staples. Includes 7,800,000 B/W copies <u>pooled</u> between all new units on Schedules B & C list. B/W overages will be assessed and billed annually at \$0.006 per page, only if applicable. Color copies will be assessed and billed annually at \$0.07 per page.								
Customer's signature below acknowledges receipt and consent to Function4 Advantage CPP Maintenance Contract Terms and Conditions. Not binding on Function4 until signed by Function4 Manager.								
Customer Name: <u>Jeff Branick</u> Please Print				Function4 Representative: <u>Mark McKee</u>				
Signature: <u>[Signature]</u> Authorized Representative of Customer				Function4 Manager: _____ Date				
Title: <u>County Judge</u>				Date				
<b>FOR INTERNAL USE</b>								
<input type="checkbox"/> New Customer <input type="checkbox"/> Maintenance w/ Equipment Order <input type="checkbox"/> Maintenance Only <input type="checkbox"/> Maintenance Billed by Function-4 <input type="checkbox"/> Maintenance Billed with Lease <input type="checkbox"/> Dealer Serviced								
Agreement #: _____								
Price Plan #: _____								
Subfleet #: _____								
Key Operator Contact: _____				Phone: _____		Email Address: _____		
Meter Read Contact: <u>automated</u>				Phone: _____		Email Address: _____		
Accounts Payable Contact: _____				Phone: _____		Email Address: _____		
Special Instructions:						Additional Documents Attached:		
						<input type="checkbox"/> Price Exception <input type="checkbox"/> Tax Exempt Certificate <input type="checkbox"/> Purchase Order <input type="checkbox"/> Credit Application		

## FUNCTION4 ADVANTAGE CPP MAINTENANCE CONTRACT TERMS AND CONDITIONS

1. **DEFINITION AND INCORPORATION.** The term "Maintenance Agreement" as used herein shall mean the Function4 Advantage CPC EMS/Maintenance Contract for service and maintenance of the Equipment that is the subject of an Equipment Order, along with these Terms and Conditions. Customer (specified on the reverse side hereof) and Function 4, LLC ("Function 4") agree that these Terms and Conditions are incorporated by reference into the Function4 Advantage CPC EMS/Maintenance Contract to which they are attached as well as all purchase orders and invoices between Customer and Function 4 concerning the Equipment which is the subject of an Equipment Order.
2. **INSTALLATION.** Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operator Manual. Customer shall ensure that the Equipment is placed in an area that conforms to the manufacturer's specifications and requirements and will bear all cost and expense required for installation such as telephone and electrical wiring, remodeling, noise and power filters, and electrical work external to the equipment.
3. **EMS OPTION.** If Customer selects the Emergency Maintenance Service ("EMS") Option on the Equipment Order and pays the applicable charge for EMS, Function 4 will perform maintenance cleaning and make inspections, adjustments and repairs, and replace defective parts for the Equipment without additional charge to Customer, provided such calls are made during Normal Business Hours (as defined in paragraph 8, below). Function 4 will furnish the following supplies, to be delivered at accepted intervals in quantities as usage history dictates as determined by Function 4 and additional deliveries as required: Toner, Developer, Drums or Photoconductor, Filter Change, Fuser Oil, Webs. EMS does not include paper, labels, staples or transparencies of any kind. Function 4 agrees to train Customer personnel in the use of the Equipment at reasonable times. At times, other than any anniversary or renewal dates as described in paragraph 12, Function 4 shall have the right under this Maintenance Agreement to increase the EMS rate upon thirty (30) days written notice to Customer.
4. **EXCESS COPIES.** The initial term of this Maintenance Agreement is based on anticipated customer usage as stated in "Base Allowance" on the face of the Equipment Order (the "Initial Term"). Base Allowance copies are accumulated from the initial meter read. Customer shall provide Function 4 with meter readings on the last day of each month and/or when requested by Function 4. Each 8½" x 11" and 8½" x 14" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplex copies. For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks. Function 4 reserves the right to conduct on-site inspections and meter readings to verify the accuracy of meter readings at any time and to substitute, in its sole and absolute discretion, its own readings for the Customer's readings. Customer agrees to provide Function 4 access to the Equipment during Normal Business Hours to perform such inspections and meter readings. Further, if Customer does not provide Function 4 with meter readings on the last day of the month, Function 4 shall be entitled to estimate the meter reading and Customer agrees to accept such estimated reading. Should the Base Allowance be exceeded prior to expiration of any applicable billing cycle, Customer agrees to pay the current excess copy charge for each copy in excess of the Base Allowance. Invoices for excess copies will be tendered monthly and/or at the end of the initial term, and shall be due and payable immediately. For agreements billed annually, upon exceeding the Base Allowance, Customer may request that a new agreement be executed, with the initial date of the term to coincide with the date that Base Allowance was exceeded. Customer's option in this regard shall be void if all previously tendered invoices have not been paid.
5. **PAYMENT; SUSPENSION OF SERVICE.** Customer agrees to pay, by check made payable to Function 4 or by credit card, all invoices rendered for services performed and/or parts installed on Equipment within 30 days from the date of the invoice. Function 4 does not accept cash payments. If any part of any payment due to Function 4 hereunder is more than five (5) days past due, Customer agrees to pay a late charge equal to 10% of the past due amount to cover Function 4's administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, Function 4 shall have the right to discontinue service in the event Customer becomes delinquent in payment.
6. **CUSTOMER CHANGES.** Function 4 reserves the right to assess additional charges and/or terminate services in the event the Customer implements any changes, alterations, attachments or additions that make it more expensive or impractical for Function 4 to provide service to Customer or the Equipment.
7. **MAINTENANCE OPTION.** If Customer selects the Maintenance Option on the Equipment Order, Function 4 will provide such maintenance service as is necessary to maintain the Equipment in good operating condition, including replacement of parts which have broken or worn out through normal use. This Maintenance Agreement covers all routine, remedial and preventative maintenance service. This Maintenance Agreement does not include Consumable Parts or Consumable Supplies. Consumable Parts are photoreceptor drum (imaging units, drum cartridges, masters) and fuser unit cleaner/lubricants (fuser webs, cleaning rollers, wicks, belts, fuser oil). Consumable Supplies are: toner, developer, filters, paper, preventative maintenance kits, print wheels, ribbons, ink cartridges, staples, and waste toner bags/receptacles. If Customer uses parts or suppliers other than Function 4 Consumable Parts and/or Consumable Supplies, and if such parts or supplies are defective or not adaptable to use on the Equipment resulting in unnecessary service calls (chargeable item), service problems, or unacceptable copy quality, then Function 4 may terminate this Maintenance Agreement and the unused portion of any fee refunded in Function 4's sole and absolute discretion. In the event Function 4 so terminates this Maintenance Agreement, Customer will be offered continuing service from Function 4 at published hourly rates, subject to change without notice. The Operator Manuals for each piece of Equipment define specific operator responsibilities. Performance of normal operator functions as described in the Operator Manuals are Customer's responsibility, are not included in this Maintenance Agreement, and are subject to additional charges at established Function 4 rates then in effect. Customer agrees to exercise proper care of the Equipment. This Maintenance Agreement does not cover service calls caused by user error, misuse or abuse, nor does it cover software and/or network printing configuration or related issues, and such services will be subject to additional charges at established Function 4 rates then in effect.
8. **BUSINESS HOURS FOR SERVICE.** All services provided hereunder are available only during Function 4's Normal Business Hours, which is hereby defined to consist of 8:00 am to 5:00 pm Central Time, Monday through Friday, exclusive of Function 4 holidays and subject to change by Function 4. At Customer's request, Function 4 may render service outside of normal business hours, subject to availability of personnel and additional charges at established Function 4 rates then in effect.
9. **RETAINED TITLE.** Title to all supplies furnished in connection with the EMS, including consumable parts such as drums, remains in Function 4 until said supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of Customer default or cancellation of this Maintenance Agreement, all such supplies and consumable parts shall be returned to Function 4 on demand. Additionally, Function 4 reserves the right to charge Customer a prorated amount for any unused portion of drum remaining pursuant to Function 4's standard formula for such proration.
10. **AVAILABILITY OF SUPPLIES.** Function 4 Customer Service Engineers do not carry or deliver Consumable Supplies (toner, developer, etc.). It is Customer's responsibility to purchase and have the necessary supplies available for Customer Service Engineer's use.
11. **RECONDITIONING.** When a shop reconditioning is necessary, or the manufacturer's life expectancy of the Equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Function 4 will submit to Customer a cost estimate of needed repairs which will be in addition to ordinary maintenance/service charges. If Customer does not authorize such work, Function 4 may refuse to renew this Maintenance Agreement for such unit, and/or refuse to continue providing service to such unit under this Maintenance Agreement, furnishing service only on a "Per Call" basis.
12. **NETWORK INTEGRATION.** If Network Integration services are provided by Function 4, Customer warrants that the Function 4 Digital Needs Analysis ("DNA") has been accurately completed and Function 4 may rely on the information contained in the DNA in providing network integration services. Function 4 reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).
13. **SYSTEM MONITORING.** Function 4 will deploy and enable its Meter Agent, which is a Device Relationship Management (DRM) system that interacts with Function 4 product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in Function 4's DNA). Should Customer opt-out of utilizing System Monitoring, Function 4 reserves the right to assess an incremental invoicing fee on Customer not to exceed \$25 per invoice.
14. **DIGITAL SUPPORT SERVICE (DSS).** Unless the Customer opts-out of DSS, Function 4 shall provide Customer with DSS, which includes technical support for the following DSS Supported Products: Digital Multi-Function Devices, General Office Applications, Graphic and Design Applications and Desktop Operating Systems. DSS does not include any other products or any parts or labor related to network/computer problems not directly involved in the printing or scanning network or fax workflow. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis.
15. **AUTOMATIC RENEWAL.** This Maintenance Agreement shall be automatically renewed without any notice from Function 4 or Customer upon expiration of the Initial Term for successive renewal terms, on a year-to-year basis at Function 4's maintenance rates in effect at the time of applicable renewal, but in no case, will the renewal exceed a 10% price increase over the prior term.
16. **CANCELLATION OF SERVICE.** Cancellation of the Maintenance Agreement at the conclusion of the Initial Term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Function 4 may cancel this Maintenance Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if Customer at any time is in breach of any term or condition contained herein. Function 4 may apply any refund due to the satisfaction of any past due invoices for any other product or service. Should this Maintenance Agreement be cancelled by Customer, Function 4 will not issue any refund for the unused portion.
17. ~~LIQUIDATED DAMAGES. In the event of Customer default or voluntary termination, Customer promises to pay to Function 4 the following amounts as liquidated damages (and not as a penalty): (a) During the first six (6) months of the initial term, six (6) times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement, and remains in default for seven (7) days after notice thereof, Function 4 may cancel this agreement and collect damages according to the foregoing formula.~~
18. **NO WAIVER.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by Function 4 does not constitute a waiver of such rights by Function 4, or in any way prevent Function 4 from enforcing such rights, or any other rights hereunder, at a later time.
19. **ENTIRE AGREEMENT.** The Maintenance Agreement and, if applicable, the Equipment Order, in the event Customer has elected to acquire the Equipment from Function 4, constitutes the entire agreement between Customer and Function 4 related to the maintenance of the Equipment, and any and all prior negotiations, agreements (oral or written), proposals (oral or written), understandings and/or communications between the parties relating to this Maintenance Agreement are hereby superseded.
20. **NO INDUCEMENTS.** Customer represents and warrants that no promise, agreement or inducement, whether written or oral, which is not herein expressed has been made to Customer in executing this Equipment Order and that Customer is not relying on any statement or representation, written or oral, which is not expressly set forth herein as an inducement to the execution of this Equipment Order.
21. **NO MODIFICATION OF TERMS.** Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a duly authorized representative of Function 4, and that this Maintenance Agreement cannot be modified by course of performance or course of dealing. No sales or service personnel, including but not limited to, managers or supervisors, have any authority to override this provision.
22. **AUTHORITY.** Customer and Function 4 each represent and warrant that their respective signatories to the Maintenance Agreement have been duly authorized to enter into this Maintenance Agreement by them.
23. **LIMITATION ON LIABILITY.** Under no circumstances shall Function 4 be responsible to Customer for any indirect, special or consequential loss or damage, however caused, arising out of this Maintenance Agreement or services provided under this Maintenance Agreement. Function 4's liability in case of nonperformance or breach of this Maintenance Agreement shall not exceed the amount of money which Customer has paid to Function 4 pursuant to this Maintenance Agreement.
24. **INDEMNITY.** CUSTOMER SHALL INDEMNIFY FUNCTION 4 AGAINST AND HOLD FUNCTION 4 HARMLESS FROM AND AGAINST ANY AND ALL FUTURE LOSS, COST, EXPENSE AND LIABILITY OF WHATEVER KIND, TYPE OR NATURE, INCLUDING THOSE BROUGHT BY THIRD PARTIES, ARISING OUT OF OR RELATING TO THIS MAINTENANCE AGREEMENT. In the event of an indemnified claim hereunder, Function 4 agrees to present such indemnified claim in writing to Customer promptly and to timely furnish Customer all evidence, witnesses and other reasonable assistance requested to defend against any such indemnified claim. This will apply to the extent allowed by the United States Constitution and the laws of the State of Texas.
25. **DISCLAIMER.** CUSTOMER TAKES THE EQUIPMENT "AS IS" AND FUNCTION 4 MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. Function 4 expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, causality, natural force or any other negligent act of Customer or Customers' agents and/or service performed by non-Function 4 personnel. Function 4 will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment Line Cord, nor is any external electrical work covered under this agreement.
26. ~~ATTORNEYS FEES; COSTS. In the event Customer defaults under this Maintenance Agreement, or if any other dispute arises hereunder requiring Function 4 to refer said matter to an attorney and/or to initiate, or defend, any court action in any way related to this Maintenance Agreement, Customer agrees to pay Function 4's reasonable attorneys' fees and all costs resulting from such action.~~
27. **CHOICE OF LAW AND FORUM SELECTION CLAUSE.** Customer hereby covenants and agrees that any and all disputes arising out of or in connection with this Maintenance Agreement shall be interpreted and construed in accordance with the laws of the State of Texas. This Maintenance Agreement is entered into and performed in the State of Texas. Customer hereby covenants and agrees that exclusive venue and jurisdiction of any action brought regarding this Maintenance Agreement and any and all disputes with Function 4 shall lie with any state or federal court of competent jurisdiction in Jefferson County, Texas.
28. **WAIVER OF JURY TRIAL.** CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS MAINTENANCE AGREEMENT.
29. **NOTICE.** Any notice or other communication given or required in connection with this Maintenance Agreement shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to Function 4, said notice shall be sent to the registered agent for Function 4 in the state in which the transaction arose, or to Function 4, Attention: William Patsouras, 12560 Reed Rd., Suite 200, Sugar Land, Texas 77478, or such other address as Function 4 may hereafter designate in writing. If to Customer, the notice shall be sent to Customer at the address specified on the reverse side hereof, or such other address which may be specified by Customer in writing to Function 4.
30. **FAIR NOTICE.** CUSTOMER HEREBY AGREES THAT ANY LANGUAGE IN THIS MAINTENANCE AGREEMENT THAT IS IN ALL CAPITAL LETTERS AND/OR BOLD-FACE TYPE AND IN PARAGRAPHS 17, 23, 24, 25, 28 AND THIS PROVISION ARE CONSPICUOUS AND THAT CUSTOMER HAS BEEN GIVEN FAIR NOTICE OF ALL TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.
31. **AFFIRMATIVE ACTION.** Function 4 and all vendors and/or subcontractors are obligated to and do, to the best of Function 4's knowledge comply with the EEO clause at 41 CFR 60 1.4(a) and The Affirmative Action Clauses at 250.4(a) and 741.4(a).

Initial 

# Jefferson County Schedule C Equipment List

- Non-leased MFPs under F4 service

function<sup>4</sup>



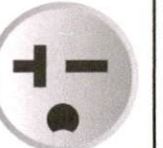

Location	Address	Model	ID #	Serial #
136th District Court	1001 Pearl St., #204	MX-M465N	46084	5500239X
252nd Criminal District Court	1085 Pearl St., 2nd Fl mailroom	MX-M465N		
279th District Court	1149 Pearl St., 2nd Fl	MX-M465N	46090	4500786X
Airport	5000 Jerry Ware Dr.	MX-M465N	46121	55013059
Ben Roger's Regional Visitors Center	5055 IH-10 Access Rd.	MX-5071	3A4877	03035261
Collections/Family/Pre-trial	1225 Pearl St.	MX-M465N	46099	55013559
Constable Pct. 4	19217 Hwy 365	MX-M465N	46116	55004078U
Constable Pct. 6	1225 Pearl St., #101	MX-M465N	46098	55013939
County Court at Law #3	1085 Pearl St.	MX-M465N	46085	4500790X
DA - Sub-Court	1001 Pearl St., 3rd Fl	MX-M465N	46122	55004308
Dispute Resolution	215 Franklin, #131A	MX-M465N	46112	55013117
Employee Health	1225 Pearl St., #146A	MX-M465N	46105	55013929
Engineering Dept.	1149 Pearl St., 5th Fl	MX-M465N	46097	55004908
Family Conference	215 Franklin St., #157	MX-M465N	46113	55016230
Jail - Boot Camp - Alternate School	5030 Hwy 69 South	MX-M465N	46056	55003638
Jail - ID Forensics	5030 Hwy 69 South	MX-M465N	46055	55014059U
JP Pct. 1 - PL 2	1001 Pearl St., #104	MX-M465N	46078	55016190
JP Pct. 4	19217 FM 365	MX-M465N	46115	55012519
Maintenance Dept. - Beaumont	1149 Pearl St.	MX-M465N	46100	55013629
Maintenance Dept. - Mid-County	7933 Viterbo Rd., Suite 1	MX-M465N	46124	55005058
Mosquito Dept.	8905 1st St.	MX-M465N	46144	55003708
Print Shop	1149 Pearl St., Basement	C2060	3A3363	A85E011000553
Print Shop	1149 Pearl St., Basement	MX-M1205	3A3362	75000738
R & B Pct. 3 - Service Center	5700 Jade Ave.	MX-M465N	46133	55013949
R & B Pct. 3 - Stockpile	5700 Jade Ave.	MX-M4071	3A4876	03008331
R & B Pct. 4 - Commish	1149 Pearl St., 4th Fl	FS-1135	3A1975	NR42210363
Service Center	7789 Viterbo Rd.	MX-M465N	46104	55016200K
Sheriff Dept.	1001 Pearl St., Suite 103	MX-M465N	46072	5500240X
Sheriff Dept.	1001 Pearl St., Suite 103	MX-M465N	46071	5500298X
Sheriff Dept. - Narcotics Division	6000 Airline Dr.	MX-M465N	46137	55013749
Sheriff Dept. - Security	1001 Pearl St., Suite 103	MX-M465N	46069	55014269
Sub Courthouse PA	525 Lakeshore Dr., PA 2nd Fl	MX-M465N		
Tax Office - Assessor	1149 Pearl St.	MX-M465N	46096	55004498
Tax Office - Assessor	1149 Pearl St.	MX-M465N	46088	55017170
Tax Office - Sub-Courthouse	525 Lakeshore Dr., Port Arthur	MX-M465N	46131	55004358
Treasurer's Office	1149 Pearl St.	MX-M465N	44671	45030783
Veterans Affairs - PA	900 4th St., Port Arthur 1st Fl	MX-M465N	46147	5500265X
Women's Center	145 S. 11th St.	MX-M465N	46106	55004768

# Networking and Software Acknowledgement Form

Date
Customer #

Company Jefferson County, Texas		Sales Rep Mark McKee	
Address 1149 Pearl St., 7th Floor		City Beaumont	State TX Zip 77701
Key Contact Deb Clark		Phone# (409) 835-8599	Email syphrett@co.jefferson.tx.us
IT Contact Jeff Ross	On-Site IT <input checked="" type="checkbox"/>	Phone# (409) 835-8447	Email ross@co.jefferson.tx.us

## Power Requirements

<b>15A / 120V</b> <input checked="" type="checkbox"/>  NEMA: 5-15R Volts: 120V AC Amps: 15A	<b>20A / 120V</b> <input checked="" type="checkbox"/>  NEMA: 5-20R Volts: 120V AC Amps: 20A	<b>20A / 208V</b> <input type="checkbox"/>  NEMA: 6-20R Volts: 208-240V AC Amps: 20A	<b>30A / 250V</b> <input type="checkbox"/>  NEMA: L6-30R Volts: 250V AC Amps: 30A
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All products require power filters, which prolong equipment life and improve image output consistency.

## Power Requirement Acknowledgement

Customer acknowledges power requirements for the equipment and agrees to provide a proper electrical supply and receptacles for required outlet(s) checked in boxes. A dedicated outlet is recommended for any multifunction device, accessory, or print controller to minimize potential problems caused by voltage fluctuations.

**I have read and acknowledge** the above information to be accurate and understand the power requirements needed for the installation of my leased/purchased Function4 equipment. Initial           

## Networking Acknowledgement

Function4 will provide software and drivers for the equipment described in this document and will be responsible for installing said software on **5 workstations**. Additional installations are \$40 per workstation. If the listed network configuration changes after the initial installation and those changes require Function4 equipment to be re-configured, these services are chargeable. Ultimately, the customer is responsible for providing a functional network and associated hardware for the system connectivity. Function4 may require the assistance of the customer's network support staff, consultant, or contractor to complete the install. The customer is solely responsible for these costs. Any work or changes outside this scope of work may be subject to additional charges. Sensitive user IDs/passwords are not required on this submission but they must be available to the Function4 technician at time of install to avoid a chargeable return visit.

**I have read and acknowledge** the above information to be accurate and understand the required hardware/software needed for the installation of my leased/purchased Function4 equipment. Initial           

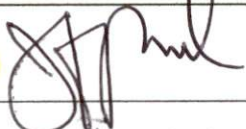
## Non-Networked Acknowledgement

**Customer declines to have Function4 connect their equipment to a network at this time.** The customer understands that network installation performed by Function4 at a later date may be a chargeable service. Network connectivity may require an additional purchase of a print controller from Function4. Standard print drivers will be provided to customer's IT agent. Initial NA

## FMAudit Acknowledgement (Please see your sales representative for additional information)

FMAudit is Managed Print Services software that interacts with the Function4 product(s) to be installed and will permit web-based communication between my organization's networked print devices and the FMAudit Server for the purpose of automated meter reading. All services provided by this system fall under the Terms and Conditions in the Maintenance Agreement between Function4 and Customer. Initial           

**Remote Access Installation/Support** Function4 may choose to provide installation and remedies using web-based remote support in cooperation with customer personnel onsite. Permission to access the customer network using this process is always obtained prior to each incident. Customer agrees to work with Function4 support personnel by this method whenever convenient for both parties. Initial           

Customer Signature 	Customer Name <u>Jeff Brannick</u>
Title <u>County Judge</u>	Date <u>08/25/2020</u>

**\*\*Expect a call from our IT Helpdesk to install drivers and connect remotely prior to installation\*\***

**From:** Behnfeldt, Gina <[Gina.Behnfeldt@tetrattech.com](mailto:Gina.Behnfeldt@tetrattech.com)>  
**Sent:** Saturday, August 8, 2020 6:58 PM  
**To:** Patrick Swain <[pswain@co.jefferson.tx.us](mailto:pswain@co.jefferson.tx.us)>  
**Cc:** Angeletti, Chrissie <[Chrissie.Angeletti@tetrattech.com](mailto:Chrissie.Angeletti@tetrattech.com)>  
**Subject:** Kick-Off Call-CDBG-MIT-Harvey

Patrick,

It was a pleasure to meet you, Judge Branick and the team on the CDBG-MIT Kick-Off call on Thursday this week. Thank you for gathering all the staff and agency representatives. It was very helpful to get all their input. Below is a summary of the projects we discussed and next steps. Please feel free to add or edit if I've missed something.

As to your question of "how much" each application will cost, we had discussed between \$6,000 and \$7,000. Based on the projects and discussion during the meeting, we think we can work with \$6,700 per application, excluding Benefit Cost Analyses. Reference on the call regarding BCA was for "level 2" Hazus analysis, if needed. We typically perform these for a city level drainage project such as the one discussed for \$9,000 - \$10,000 per analysis, assuming good tax assessor data and FEMA Flood Insurance Study. They take 3 – 4 weeks to complete. As discussed, we will attempt to structure projects to avoid the additional cost and time, but wanted you to have the figure.

**Initial Project List** – the following are the projects identified during the meeting.

- Home Buy-Out – Judge not satisfied about previous program and upkeep now required; understands that now properties can be sold to others with deed restriction
- Home Elevation
- Drainage projects
- Sabine Neches deepening
- Airport
- Coastal Resilience
- Diversion / channeling into Neches above and below Port Neches to prevent flooding

**Coastal Resilience CDBG-MIT Funding** – I had promised to provide an excerpt of the Texas Coastal Resilience Master Plan to see what projects were identified in the County. Please see attached Overview, Region 1 section. There are several projects identified in the county. The Beaumont and Port Arthur projects appear to be the Drainage District 6 and 7 projects. Please let us know if GLO has contacted you regarding any others, as well as if you know if other community leadership in the county has been contacted. If so, those projects may be under consideration for funding under the Coastal Resilience CDBG-MIT funding. Otherwise, they can be considered for the competitions.

#### **High Level Schedule**

- Two weeks for public comment – 2/28 – 10/9
- Application entry into TIGR system week of 10/12 - 16

#### **Next Steps**

- Tetra Tech to provide Pros/Cons of Home Buyout and Elevation projects that addresses on-going maintenance/upkeep
- Gina and Patrick to coordinate on application preparation costs
- County Task Order for application prep
- Steve to coordinate meeting with Drainage Districts 3, 6 and 7
- Following Task Order Execution:
- Weekly meeting schedule to be set
- Tetra Tech to work with County to register in TIGR and grant Tetra Tech access
- Tetra Tech to set up OneDrive for files uploading
- Tetra Tech to provide a data call chart
- Tetra Tech to provide sample Citizen Participation Plan

**Gina Behnfeldt** – Vice President, Economic Development Services  
**Direct:** 215.702.4094 | **Mobile:** 215.584.3180 | **Fax:** 215.702.4045 | **E-mail:**  
[gina.behnfeldt@tetrattech.com](mailto:gina.behnfeldt@tetrattech.com)

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 One Oxford Valley | Suite 200 | Langhorne, PA 19047 | [www.tetrattech.com](http://www.tetrattech.com)

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## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in cursive script, appearing to be "DC", is written over the printed name "Deborah Clark".

Date: August 20, 2020

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

August 25, 2020

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AGRICULTURE	HP ELITEDESK G2 DESKTOP COMPUTER	MXL6373643	35875
AGRICULTURE	HP ZBOOK 15 NOTEBOOK COMPUTER	CND5291B73	
<i>contact person: Jennifer Coleman</i>			
ENGINEERING	CANON POWERSHOT 160 CAMERA W/CASE	012060014768	35228
ENGINEERING	(5) VERIZON KYOCERA PHONES W/CHARGERS		
ENGINEERING	(20 VERIZON FLIP CELL PHONES		
<i>contact person: Ronney Nedd</i>			
CORRECTIONAL FACILITY	CANON POWE SHOT A560 CAMERA	4822150285	
CORRECTIONAL FACILITY	CANON POWE SHOT A560 CAMERA	7222460144	
CORRECTIONAL FACILITY	STREAMLIGHT STINGER FLASHLIGHT	461501	
CORRECTIONAL FACILITY	STREAMLIGHT STINGER FLASHLIGHT	2285468	
CORRECTIONAL FACILITY	2015STINGER SPIKE SYSTEM, INC.		
CORRECTIONAL FACILITY	GENESIS II SELECT RADAR SYSTEM	G2S-23865	
CORRECTIONAL FACILITY	GENESIS II SELECT RADAR SYSTEM	G2S-34146	
CORRECTIONAL FACILITY	GENESIS II SELECT RADAR SYSTEM	G2S-24584	
CORRECTIONAL FACILITY	GENESIS II SELECT RADAR SYSTEM	G2S-24016	
CORRECTIONAL FACILITY	GENESIS II SELECT RADAR SYSTEM	G2S-24029	
CORRECTIONAL FACILITY	GENESIS II SELECT RADAR SYSTEM	G2S-26805	
CORRECTIONAL FACILITY	GO BOOK XR1 IN-CAR COMPUTER	ZZGEG7325Z9408	
CORRECTIONAL FACILITY	IN-CAR DOCKING STATIONS	ZZCWA7127AD0002	
CORRECTIONAL FACILITY	IN-CAR DOCKING STATIONS	ZZCWA7127AD0004	
CORRECTIONAL FACILITY	IN-CAR DOCKING STATIONS	ZZCWA7127AD0006	
CORRECTIONAL FACILITY	IN-CAR DOCKING STATIONS	ZZCWA7127AD0008	
CORRECTIONAL FACILITY	IN-CAR DOCKING STATIONS	ZZCWA7124AD0034	
CORRECTIONAL FACILITY	IN-CAR DOCKING STATIONS	ZZCWA7124AD0039	
<i>contact person: Charlie Chance</i>			

Approved by Commissioners' Court: \_\_\_\_\_

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

August 25, 2020

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
MAINTENANCE - BMT.	(5) LEATHER LOUNGER CHAIRS		
MAINTENANCE - BMT.	(3) CHAIRS		
MAINTENANCE - BMT.	TELEVISION		3354
<i>contact person: Greg Keller</i>			
TAX OFFICE - MID COUNTY	CITIZEN PRINTER	1340239	34603
<i>contact person: Pam Yates</i>			

Approved by Commissioners' Court: \_\_\_\_\_

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** AUGUST 19, 2020

---

The following budget amendment for the JP Pct 4 is necessary for additional cost for health insurance for a mid-year change in dependent coverage for an employee:

120-2045-412-2003	Employees' Insurance	\$6,000
120-9999-415-9999	Contingency	\$6,000

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending July 31, 2020



Patrick Swain - County Auditor

PATRICK SWAIN  
COUNTY AUDITOR  
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR  
BEAUMONT, TEXAS 77701

August 18, 2020

Honorable Commissioners Court:  
Judge Jeff R. Branick  
Commissioner Eddie Arnold  
Commissioner Brent Weaver  
Commissioner Michael "Shane" Sinegal  
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of July 31, 2020 together with the results of operations of the budget for the tenth period then ended.

**Revenue:**

Total budgeted revenue collected for the month ending July 31, 2020 is \$124,104,419. Budgeted Revenues are \$129,200,995 leaving \$5,096,576 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

**Property Taxes:**

Property tax collections are \$86,913,283 for the ten months of the year. This amount represents 98.6% of the budgeted amount of \$88,173,899.

**Sales Taxes:**

Ninety-two percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$25,700,000.

Page Two

**Licenses & Permits:**

Revenue from Licenses & Permits have exceeded the budgeted amount of \$422,500 by \$187,782.

**Intergovernmental:**

Eighty-six percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,151,416.

**Fees:**

Ninety percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$11,187,180 for the year.

**Fines and Forfeitures:**

Seventy percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,700,000.

**Interest:**

Eighty-five percent of revenue from Interest have been collected. Revenues from Interest are budgeted to be \$839,000.

**Other Revenues:**

Revenue from Other Revenues have exceeded the budgeted amount of \$27,000 by \$1,173.

**Expenditures:**

Overall for the County's budgeted funds, eighty-one percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$138,282,329, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,472,191 for the fiscal year ending September 30, 2020.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Patrick Swain', with a stylized flourish at the end.

Patrick Swain  
County Auditor

JEFFERSON COUNTY, TEXAS  
 FINANCIAL & OPERATING  
 STATEMENTS - COUNTY FUNDS ONLY  
 FOR THE MONTH ENDING JULY 31, 2020  
**TABLE OF CONTENTS**

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Jefferson County, Texas  
Consolidated Balance Sheet  
For the Month Ending July 31, 2020

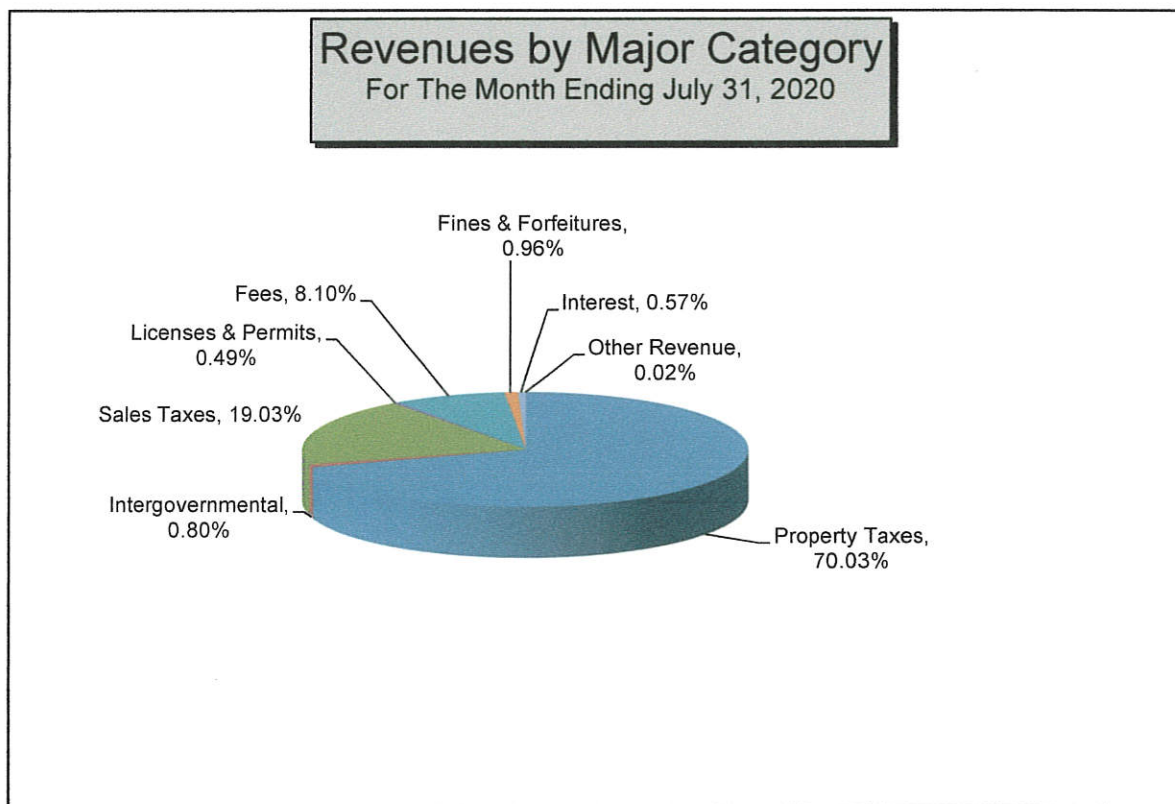
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 71,339,661	15,637,449	7,766,490	151,769	(1,246,349)	2,118,454	\$ 95,767,474
Receivables & Prepaids	5,717,047	1,632	-	288,044	128,809	-	6,135,532
Intergovernmental Receivables	4,388,822	-	-	-	-	-	4,388,822
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	469,867	66,893	-	-	127,578	-	664,338
Other Assets	-	-	-	-	79,681,360	-	79,681,360
Total Assets	\$ <u>82,065,397</u>	\$ <u>15,705,974</u>	\$ <u>7,766,490</u>	\$ <u>439,813</u>	\$ <u>78,691,398</u>	\$ <u>2,118,454</u>	\$ <u>186,787,526</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 4,686,211	1,462,079	-	-	1,681,290	2,182,039	\$ 10,011,619
Intergovernmental Payables	360	-	-	-	40	-	400
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	9,169,613	634,010	-	278,615	747,468	-	10,829,706
Fund Balance/Equity	<u>68,209,213</u>	<u>13,609,885</u>	<u>7,766,490</u>	<u>161,198</u>	<u>76,262,600</u>	<u>(63,585)</u>	<u>165,945,801</u>
Total Liabilities and Fund Balance/Equity	\$ <u>82,065,397</u>	\$ <u>15,705,974</u>	\$ <u>7,766,490</u>	\$ <u>439,813</u>	\$ <u>78,691,398</u>	\$ <u>2,118,454</u>	\$ <u>186,787,526</u>

Jefferson County, Texas  
Statement of Changes in Fund Balances  
For The Month Ending July 31, 2020

	6/30/2020	Month Ending July 31, 2020				7/31/2020
	Fund Balance	Receipts	Disbursements	Transfers In/(Out)	Prior Period Adjustment	Fund Balance
Jury Fund	\$ 380,749	\$ 7,496	\$ 16,436	\$ -	\$ -	\$ 371,809
Road & Bridge Pct. 1	4,535,151	78,481	94,284	-	-	4,519,348
Road & Bridge Pct. 2	937,894	68,734	148,679	-	-	857,949
Road & Bridge Pct. 3	501,246	61,775	218,316	-	-	344,705
Road & Bridge Pct. 4	3,154,497	77,885	230,149	-	-	3,002,233
Engineering Fund	343,845	8,825	78,768	-	-	273,902
Parks & Recreation	199,809	9,605	26,986	-	-	182,428
General Fund	58,151,310	4,528,553	8,554,140	(100,020)	-	54,025,703
Mosquito Control Fund	1,403,978	13,060	176,377	-	-	1,240,661
Tobacco Settlement Fund	3,388,565	1,910	-	-	-	3,390,475
Total General Funds	72,997,044	4,856,324	9,544,135	(100,020)	-	68,209,213
Total Special Revenue Funds	14,129,238	938,404	1,557,777	100,020	-	13,609,885
Total Capital Project Funds	7,772,225	4,335	10,070	-	-	7,766,490
Total Debt Service Funds	5,041,553	35,628	4,915,983	-	-	161,198
Total Enterprise Funds	76,610,423	282,947	630,770	-	-	76,262,600
Total Internal Service Funds	(776,691)	1,874,736	1,161,630	-	-	(63,585)
Total Balances	\$ 175,773,792	\$ 7,992,374	\$ 17,820,365	\$ -	\$ -	\$ 165,945,801

Jefferson County Texas  
Statement of Revenues by Category - Compared with Budget Allocation  
For The Month Ending July 31, 2020

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 86,913,283	\$ 88,173,899	\$ 1,260,616	1.43%
Sales Taxes	23,609,700	25,700,000	2,090,300	8.13%
Licenses & Permits	610,282	422,500	(187,782)	-44.45%
Intergovernmental	986,091	1,151,416	165,325	14.36%
Fees	10,051,178	11,187,180	1,136,002	10.15%
Fines & Forfeitures	1,195,045	1,700,000	504,955	29.70%
Interest	710,667	839,000	128,333	15.30%
Other Revenue	28,173	27,000	(1,173)	-4.34%
	<u>\$ 124,104,419</u>	<u>\$ 129,200,995</u>	<u>\$ 5,096,576</u>	<u>3.94%</u>



Jefferson County, Texas  
Statement of Revenues - Compared With Budget Allocation  
For The Month Ending July 31, 2020

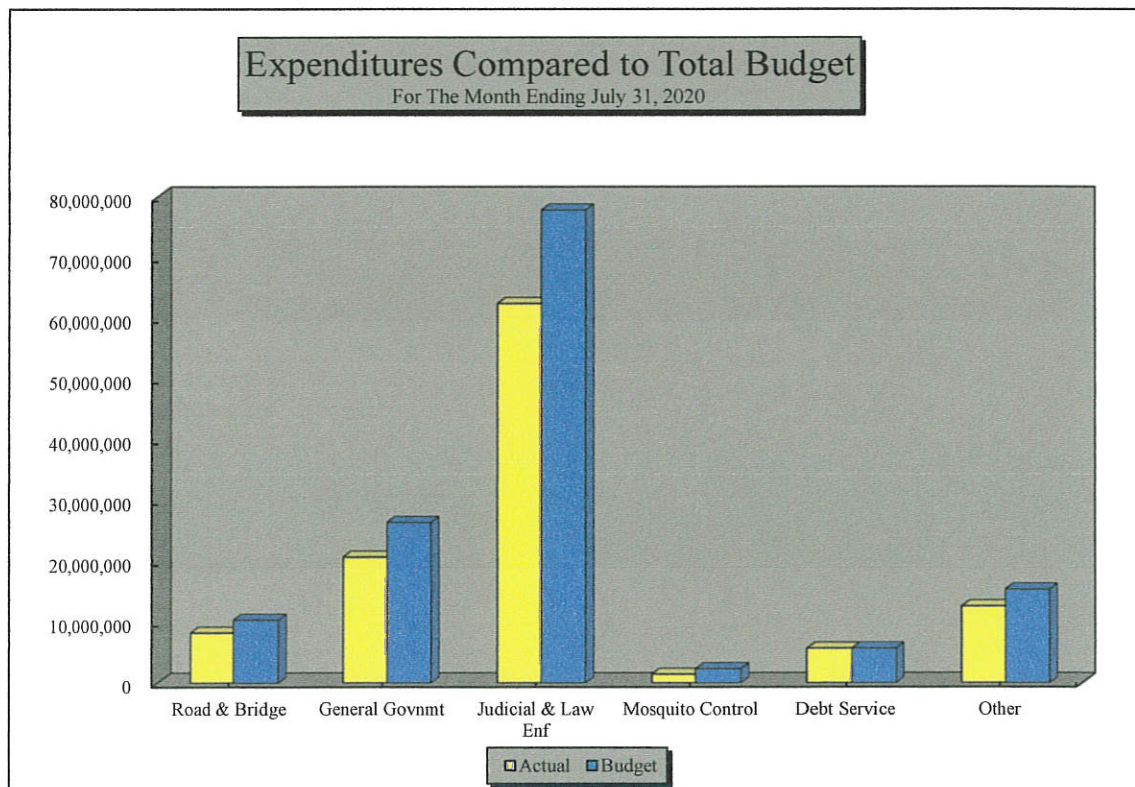
	October 2019									Cumulative	Annual	Unrealized
	-December	January	February	March	April	May		June	July	Total	Budget	Balance
Jury Fund												
Current Taxes	\$ 59,516	\$ 199,427	\$ 74,543	\$ 4,000	\$ 1,123	\$ 1,366	\$	1,600	\$ 1,928	\$ 343,503	\$ 362,437	\$ 18,934
Delinquent Taxes	330	823	77	138	53	108		98	122	1,749	1,454	(295)
Jury Fees	10,270	3,858	4,477	5,224	5,274	3,970		4,881	5,446	43,400	55,000	11,600
Other Revenue	38,625	-	114	13,498	160	-		-	-	52,397	100,500	48,103
Road & Bridge Pct. 1												
Current Taxes	109,751	367,755	137,463	7,377	2,070	2,519		2,951	3,556	633,442	668,355	34,913
Delinquent Taxes	1,575	3,932	370	658	253	514		469	581	8,352	6,948	(1,404)
Intergovernmental Revenue	1,911	-	-	-	-	-		-	-	1,911	-	(1,911)
Auto Registration Fees	1	79,976	-	-	-	-		571,746	-	651,723	656,880	5,157
Road & Bridge Fees	116,479	58,781	39,377	48,465	19,839	27,953		88,816	55,545	455,255	588,455	133,200
Sales, Rentals & Services	-	1,200	390	-	400	-		-	-	1,990	-	(1,990)
Fines and Forfeitures	45,704	21,523	25,795	33,420	24,931	8,512		7,335	18,799	186,019	273,700	87,681
Road & Bridge Pct. 2												
Current Taxes	96,078	321,937	120,336	6,458	1,812	2,205		2,583	3,113	554,522	585,085	30,563
Delinquent Taxes	1,462	3,651	343	611	235	477		435	540	7,754	6,451	(1,303)
Intergovernmental Revenue	-	-	-	-	-	-		-	-	-	-	-
Auto Registration Fees	-	75,094	-	-	-	-		495,430	-	570,524	575,040	4,516
Road & Bridge Fees	108,146	54,576	36,561	44,998	18,420	25,953		61,258	48,624	398,536	515,140	116,604
Sales, Rentals & Services	-	-	-	-	2,500	-		-	-	2,500	-	(2,500)
Fines and Forfeitures	40,010	18,842	22,581	29,257	21,825	7,451		6,421	16,457	162,844	239,600	76,756
Road & Bridge Pct. 3												
Current Taxes	86,334	289,286	108,131	5,803	1,628	1,981		2,321	2,797	498,281	525,746	27,465
Delinquent Taxes	1,346	3,361	316	563	217	439		401	497	7,140	5,938	(1,202)
Intergovernmental Revenue	-	-	-	-	-	-		-	-	-	-	-
Auto Registration Fees	-	68,346	-	-	-	-		444,316	-	512,662	516,720	4,058
Road & Bridge Fees	99,542	50,234	33,651	41,418	16,954	23,888		48,737	43,693	358,117	462,895	104,778
Sales, Rentals & Services	-	-	-	268	-	-		-	-	268	-	(268)
Fines and Forfeitures	35,952	16,931	20,292	26,289	19,611	6,696		5,770	14,788	146,329	215,300	68,971
Road & Bridge Pct. 4												
Current Taxes	108,829	364,665	136,307	7,315	2,053	2,498		2,926	3,526	628,119	662,738	34,619
Delinquent Taxes	1,740	4,345	409	727	280	568		518	642	9,229	7,677	(1,552)
Intergovernmental Revenue	-	-	-	-	-	-		-	-	-	8,000	8,000
Auto Registration Fees	1	87,532	-	-	-	-		558,713	-	646,246	651,360	5,114
Road & Bridge Fees	128,707	64,952	43,511	53,553	21,921	30,888		52,821	55,078	451,431	583,510	132,079
Sales, Rentals & Services	473	605	(1,295)	100	-	500		-	-	383	-	(383)
Fines and Forfeitures	45,315	21,341	25,576	33,137	24,719	8,439		7,273	18,639	184,439	271,400	86,961
Other Revenue	-	-	-	-	-	-		-	-	-	-	-

Jefferson County, Texas  
Statement of Revenues - Compared With Budget Allocation  
For The Month Ending July 31, 2020

	October 2019						Cumulative		Annual	Unrealized	
	-December	January	February	March	April	May	June	July	Total	Budget	Balance
Engineering Fund											
Current Taxes	\$ 165,657	\$ 555,081	\$ 207,482	\$ 11,135	\$ 3,124	\$ 3,802	\$ 4,454	\$ 5,368	\$ 956,103	\$ 1,008,799	\$ 52,696
Delinquent Taxes	2,404	6,005	565	1,005	387	785	716	887	12,754	10,610	(2,144)
Licenses and Permits	1,110	-	100	1,550	100	-	1,680	2,170	6,710	1,500	(5,210)
Sales, Rentals & Services	200	-	-	400	-	200	-	400	1,200	200	(1,000)
Parks & Recreation											
Current Taxes	11,589	38,834	14,516	779	219	266	312	376	66,891	70,576	3,685
Delinquent Taxes	151	375	35	63	24	49	45	55	797	663	(134)
Sales, Rentals & Services	21,226	7,266	7,049	6,381	4,811	8,103	7,008	9,174	71,018	70,200	(818)
General Fund											
Current Taxes	9,835,908	47,249,811	16,433,533	881,904	(865,057)	301,121	352,782	425,120	74,615,122	75,617,246	1,002,124
Delinquent Taxes	200,737	501,291	47,158	83,913	32,308	65,541	59,769	74,079	1,064,796	885,717	(179,079)
Sales Taxes	2,927,640	3,014,458	3,694,369	2,821,995	2,752,528	2,886,795	2,819,940	2,691,975	23,609,700	25,700,000	2,090,300
Other Taxes	-	38	-	-	-	9,101	19,034	-	28,173	27,000	(1,173)
Licenses and Permits	314,117	64,136	39,305	37,509	45,051	19,610	30,375	53,469	603,572	421,000	(182,572)
Intergovernmental Revenue	154,207	22,719	26,507	103,319	402,744	26,566	138,889	56,832	931,783	1,042,916	111,133
Fees of Office	938,686	328,530	393,663	342,035	339,914	179,464	216,917	321,770	3,060,979	4,118,315	1,057,336
Other Sales, Rentals & Svcs.	1,205,096	(214,406)	318,027	163,284	970,006	(545,023)	93,152	834,810	2,824,946	2,393,465	(431,481)
Fines & Forfeitures	123,588	38,971	54,371	39,596	102,847	70,789	37,394	47,858	515,414	700,000	184,586
Interest	130,894	72,486	95,424	127,586	103,257	65,118	20,963	22,640	638,368	775,000	136,632
Other Revenue	-	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund											
Current Taxes	344,540	1,154,484	431,531	23,158	6,498	7,907	9,263	11,163	1,988,544	2,098,148	109,604
Delinquent Taxes	5,141	12,837	1,208	2,149	827	1,678	1,531	1,897	27,268	22,682	(4,586)
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund											
Interest	7,736	2,870	3,319	4,673	7,248	5,608	1,139	1,910	34,503	30,000	(4,503)
Debt Service											
Current Taxes	938,486	3,144,675	1,175,438	63,080	17,700	21,537	25,233	30,407	5,416,556	5,574,769	158,213
Delinquent Taxes	15,393	30,277	3,702	5,856	2,301	5,446	4,251	5,135	72,361	51,860	(20,501)
Interest	2,340	3,134	4,786	6,835	10,644	8,280	1,691	86	37,796	34,000	(3,796)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 18,484,943	\$ 58,216,845	\$ 23,781,413	\$ 5,091,482	\$ 4,123,759	\$ 3,299,668	\$ 6,214,357	\$ 4,891,952	\$ 124,104,419	\$ 129,200,995	\$ 5,096,576

Jefferson County, Texas  
Statement of Expenditures - Compared With Budget Allocation - 83% of Budget Expended  
For The Month Ending July 31, 2020

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 302,297	\$ 465,044	\$ 162,747	35.00%
Road & Bridge Funds	7,442,250	9,126,093	1,683,843	18.45%
Engineering Fund	755,773	1,094,887	339,114	30.97%
Parks & Recreation Fund	103,027	220,266	117,239	53.23%
General Fund:				
General Government	20,818,785	26,514,759	5,695,974	21.48%
Judicial	15,756,609	20,374,111	4,617,502	22.66%
Law Enforcement	46,375,872	56,952,505	10,576,633	18.57%
Education	328,447	440,459	112,012	25.43%
Health & Welfare	7,735,531	8,936,520	1,200,989	13.44%
Maintenance	3,131,779	4,254,567	1,122,788	26.39%
Other	1,324,366	1,689,743	365,377	21.62%
Mosquito Control Fund	1,422,753	2,343,725	920,972	39.30%
Tobacco Settlement	150,000	150,000	-	-
Debt Service Funds	5,714,128	5,719,650	5,522	0.10%
	<u>\$ 111,361,617</u>	<u>\$ 138,282,329</u>	<u>\$ 26,920,712</u>	<u>19.47%</u>



Jefferson County, Texas  
Statement of Expenditures - Compared With Budget Allocation  
For The Month Ending July 31, 2020

	October 2019									Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	July	Encumbrances	Total	Budget	Balance
Jury Fund	\$ 146,719	\$ 26,892	\$ 17,318	\$ 33,506	\$ 15,288	\$ 24,537	\$ 15,187	\$ 16,436	\$ 6,414	\$ 302,297	\$ 465,044	\$ 162,747
Road & Brdg Pct. 1	345,838	102,827	100,358	118,298	143,610	218,078	116,582	94,284	92,874	1,332,749	1,696,692	363,943
Road & Brdg Pct. 2	642,236	123,584	112,608	179,234	115,571	243,017	140,146	148,679	175,398	1,880,473	2,272,909	392,436
Road & Brdg Pct. 3	630,662	131,235	125,407	162,498	207,835	182,699	145,355	218,316	106,097	1,910,104	2,363,134	453,030
Road & Brdg Pct. 4	642,537	466,500	120,669	234,177	204,153	222,455	143,531	230,149	54,753	2,318,924	2,793,358	474,434
Engineering	227,590	67,553	68,918	68,809	67,931	100,632	74,370	78,768	1,202	755,773	1,094,887	339,114
Parks & Recreation	11,288	7,489	9,288	6,971	9,217	9,080	8,211	26,986	14,497	103,027	220,266	117,239
Tax Assessor/Coll.	1,074,485	315,762	303,624	304,605	297,586	436,812	301,945	299,875	6,584	3,341,278	4,333,989	992,711
Human Resources	117,930	36,308	34,947	40,071	36,047	50,743	34,876	35,758	3,305	389,985	481,401	91,416
County Auditor	449,636	114,824	115,195	116,686	116,780	173,184	116,244	115,591	1,020	1,319,160	1,620,041	300,881
County Clerk	602,299	173,767	165,171	168,359	168,634	240,309	160,621	159,486	16,570	1,855,216	2,480,318	625,102
County Judge	237,118	77,115	67,480	74,734	68,050	104,048	69,115	71,207	375	769,242	985,072	215,830
Risk Management	72,625	21,825	21,144	21,043	20,942	31,324	21,417	21,294	8	231,622	277,738	46,116
County Treasurer	106,824	30,988	31,208	32,379	30,652	45,323	30,255	31,538	-	339,167	418,310	79,143
Printing Department	36,026	10,975	10,779	10,673	10,663	12,709	10,528	12,160	11,734	126,247	177,280	51,033
Purchasing Department	155,802	44,385	44,368	48,897	43,816	66,109	47,054	45,184	6,637	502,252	608,991	106,739
General Services	2,948,114	812,566	1,556,946	652,027	915,369	657,436	905,972	714,820	72,547	9,235,797	11,663,648	2,427,851
MIS	602,876	148,738	156,829	144,290	146,744	229,173	164,110	163,513	77,589	1,833,862	2,333,984	500,122
Voter's Registration	71,275	5,956	10,843	8,800	6,831	7,112	11,897	3,044	1,000	126,758	197,559	70,801
Elections	321,273	(15,598)	46,786	50,853	177,728	56,710	38,364	45,925	26,158	748,199	936,428	188,229
District Attorney	1,782,089	489,993	533,671	535,529	511,560	772,821	539,966	546,665	10,234	5,722,528	7,323,462	1,600,934
District Clerk	552,216	159,188	159,326	159,640	157,190	232,396	159,163	162,929	12,110	1,754,158	2,120,765	366,607
Criminal Dist. Court	345,037	116,997	145,987	115,042	127,604	148,278	102,141	112,287	309	1,213,682	1,580,079	366,397
58th Dist. Court	77,687	22,805	22,657	23,835	23,253	33,736	22,592	22,926	361	249,852	323,182	73,330
60th Dist. Court	82,807	24,313	24,476	24,547	24,303	36,651	24,266	24,326	217	265,906	341,846	75,940
136th Dist. Court	82,504	24,987	23,951	26,719	23,954	36,030	24,542	24,006	2,080	268,773	331,927	63,154
172nd Dist. Court	81,691	23,440	23,188	23,677	23,390	33,773	23,110	23,192	-	255,461	327,698	72,237
252nd Dist. Court	257,021	93,339	99,847	107,927	71,736	86,590	71,008	71,522	71	859,061	1,182,507	323,446
279th Dist. Court	87,918	25,475	32,207	41,324	22,950	34,934	32,791	24,046	200	301,845	444,105	142,260
317th Dist. Court	197,318	55,390	62,796	63,372	48,296	72,382	59,473	62,116	852	621,995	839,993	217,998
J.P. Pct. 1 Pl 1	106,331	30,731	30,947	31,911	30,173	42,877	31,198	30,575	39	334,782	413,217	78,435
J.P. Pct. 1 Pl 2	107,750	31,199	31,114	30,643	31,554	45,928	30,872	32,725	71	341,856	406,326	64,470
J.P. Pct. 2	73,228	23,929	24,350	23,276	22,167	32,019	22,552	25,282	515	247,318	368,598	121,280
J.P. Pct. 4	100,799	29,247	29,648	29,771	29,623	43,831	30,544	30,156	-	323,619	405,406	81,787
J.P. Pct. 6	103,614	30,455	29,052	28,985	28,919	42,303	28,881	29,131	408	321,748	409,105	87,357
J.P. Pct. 7	100,035	30,239	30,798	30,071	30,069	46,998	31,387	30,170	152	329,919	404,824	74,905
J.P. Pct. 8	93,457	27,351	27,204	28,557	27,229	41,210	28,723	27,278	940	301,949	397,789	95,840
Cnty. Court at Law 1	135,768	39,969	39,888	39,867	39,763	59,442	40,251	39,799	147	434,894	531,051	96,157
Cnty. Court at Law 2	142,606	36,985	38,994	46,264	43,814	66,052	46,887	42,211	3,103	466,916	646,878	179,962
Cnty. Court at Law 3	205,386	56,530	63,644	66,369	56,917	82,303	57,883	59,063	184	648,279	795,187	146,908
Court Master	115,820	33,701	33,579	25,111	22,321	31,597	23,975	22,781	-	308,885	504,015	195,130

Jefferson County, Texas  
Statement of Expenditures - Compared With Budget Allocation  
For The Month Ending July 31, 2020

	October 2019									Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	July	Encumbrances	Total	Budget	Balance
Dispute Resolution	\$ 63,015	\$ 21,498	\$ 19,676	\$ 18,291	\$ 13,151	\$ 19,598	\$ 13,258	\$ 13,667	\$ 1,029	\$ 183,183	\$ 276,151	\$ 92,968
Comm. Supervision	1,073	358	676	358	358	459	358	358	877	4,875	15,540	10,665
Sheriff's Dept.	3,797,275	1,350,688	1,135,012	1,119,717	1,068,978	1,533,357	1,134,215	1,453,746	59,626	12,652,614	15,509,526	2,856,912
Crime Lab	342,880	98,372	106,442	107,396	106,316	149,630	109,131	106,866	12,543	1,139,576	1,564,556	424,980
Jail	7,401,284	2,349,936	2,439,174	2,888,791	1,793,019	2,916,504	2,460,815	2,446,621	1,344,057	26,040,201	31,040,701	5,000,500
Juvenile Probation	357,933	104,948	110,044	109,703	109,130	163,021	109,670	112,899	3,225	1,180,573	1,755,014	574,441
Juvenile Detention	497,541	158,054	157,397	158,473	140,111	223,264	159,554	152,961	48,868	1,696,223	2,323,910	627,687
Constable Pct. 1	214,715	61,322	63,338	64,939	58,393	85,452	62,364	63,535	28,555	702,613	847,189	144,576
Constable Pct. 2	119,943	35,495	35,130	35,219	35,399	51,402	36,585	58,535	100	407,808	520,806	112,998
Constable Pct. 4	156,649	35,339	36,256	35,758	35,313	49,859	33,496	54,248	5,253	442,171	554,380	112,209
Constable Pct. 6	191,807	49,697	81,550	50,748	45,878	67,076	44,972	44,703	23,674	600,105	702,783	102,678
Constable Pct. 7	128,402	37,025	36,577	37,509	37,089	55,356	37,285	60,403	4,865	434,511	534,422	99,911
Constable Pct. 8	125,722	36,651	36,841	36,928	36,640	54,688	36,916	36,758	24,149	425,293	523,678	98,385
County Morgue	132,333	75,600	64,913	63,603	81,561	71,025	64,378	80,216	15,680	649,309	1,060,000	410,691
Agriculture Ext.	101,414	29,542	32,551	29,961	29,252	43,276	31,161	30,258	1,032	328,447	440,459	112,012
Public Health # 1	331,317	96,144	108,877	101,507	89,160	130,813	114,708	81,249	4,757	1,058,532	1,398,353	339,821
Public Health # 2	323,967	87,824	91,973	96,855	91,066	133,139	99,017	94,177	3,155	1,021,173	1,391,445	370,272
Nurse Practitioner	91,075	24,019	23,856	26,105	23,950	34,952	24,284	25,865	8,806	282,912	342,782	59,870
Child Welfare	37,054	5,486	2,407	2,946	6,202	2,727	12,469	5,060	-	74,351	120,000	45,649
Env. Control	107,468	30,601	30,346	31,656	30,519	45,428	30,772	30,433	85	337,308	433,004	95,696
Ind. Medical Svcs.	341,301	1,902,589	85,848	70,327	125,495	1,890,808	107,467	96,602	170,288	4,790,725	4,995,846	205,121
Emergency Mgmt.	53,206	15,508	15,511	15,509	15,510	23,121	15,739	16,426	-	170,530	255,090	84,560
Beaumont Maintenance	513,581	172,636	179,482	253,627	175,170	281,628	206,039	170,793	208,452	2,161,408	3,009,223	847,815
Port Arthur Maint.	230,643	59,528	49,665	93,621	58,921	71,655	63,853	50,663	87,912	766,461	975,482	209,021
Mid-County Maint.	45,985	16,092	14,537	17,450	15,057	17,969	16,907	16,541	43,372	203,910	269,862	65,952
Service Center	304,886	76,500	90,576	85,936	55,718	72,241	56,655	64,158	253,846	1,060,516	1,251,507	190,991
Veteran Service	83,413	24,518	24,307	24,522	24,033	35,008	24,231	23,818	-	263,850	334,591	70,741
Mosquito Control	344,491	264,567	96,724	155,317	94,073	130,117	152,134	176,377	8,953	1,422,753	2,343,725	920,972
Tobacco Settlement	150,000	-	-	-	-	-	-	-	-	150,000	150,000	-
Debt Service Funds	-	797,645	-	-	-	500	-	4,915,983	-	5,714,128	5,719,650	5,522
Contingency	-	-	-	-	-	-	-	-	-	-	103,645	103,645
Total	\$ 30,864,608	\$ 12,128,136	\$ 9,796,896	\$ 9,712,119	\$ 8,595,694	\$ 13,487,714	\$ 9,246,418	\$ 14,460,118	\$ 3,069,914	\$ 111,361,617	\$ 138,282,329	\$ 26,920,712

Jefferson County, Texas  
Statement of Bonded Indebtedness  
For The Month Ending July 31, 2020

Issue	Beginning Amount Outstanding	2019-2020 Requirements				2019-2020 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	\$ 24,290,000	\$ 3,620,000	\$ 1,020,000	\$ 4,000	\$ 4,644,000	\$ 3,620,000	\$ 1,020,000	\$ 1,900	\$ 4,641,900	\$ 20,670,000
2019 Certificates of Obligation	15,395,000	500,000	571,650	4,000	1,075,650	500,000	571,650	578	1,072,228	14,895,000
	<u>\$ 39,685,000</u>	<u>\$ 4,120,000</u>	<u>\$ 1,591,650</u>	<u>\$ 8,000</u>	<u>\$ 5,719,650</u>	<u>\$ 4,120,000</u>	<u>\$ 1,591,650</u>	<u>\$ 2,478</u>	<u>\$ 5,714,128</u>	<u>\$ 35,565,000</u>

Jefferson County, Texas  
Statement of Transfers In and Out  
For The Month Ending July 31, 2020

	Fund	Transfers In	Transfers Out
120	General Fund	-	1,218,296 (a)
120	General Fund	-	783,772 (b)
210	Security Fee Fund	425,000 (b)	
237	Community Corrections Program	-	25,306 (a)
239	Drug Diversion Program	25,306 (a)	-
241	Sheriff Department Grants	846 (b)	-
245	Crime Victim's Clearing	182,309 (b)	-
257	Auto Theft Grant	36,890 (b)	-
282	VAWA Fund	56,259 (b)	-
550	SETEC Fund	1,218,296 (a)	-
735	DA Forfeiture Funds	-	16,860 (b)
849	DA Special Crimes Grant	16,860 (b)	-
865	Marine Division		21,981 (b)
876	Sheriff-Spindletop Grant	82,468 (b)	
883	2018 Port Security Grant	21,981 (b)	-
		<u>\$2,066,215</u>	<u>\$2,066,215</u>

(a) Budgeted Transfer

(b) Grant Match





**Office of the Governor  
Public Safety Office – Prohibited Telecommunications and Video  
Surveillance Services and Equipment Certification Form**

**Entity Name:** JEFFERSON COUNTY

**Name of Authorized Official:** Judge Jeff Brancik

**Title of Authorized Official:** County Judge

**Certification Required by Authorized Official designated by the Governing Body**

In my capacity as an Authorized Official for a grant awarded to the above entity, I hereby certify to the following:

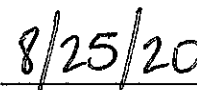
In order to comply with section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), my entity will not use grant funds to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

  
Authorized Official for Grantee

  
Date



**RE: FY 2021 SAVNS Grant Contract**

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**Contract Number:** 2111318

**Grantee:** Jefferson County

**Amount:** \$30,122.51

**Executed:**

**Term:** September 1, 2020 – August 31, 2021

**Budget Coding:**

ORG	PCA	Agy Obj
966	10352	5137

## SAVNS MAINTENANCE GRANT CONTRACT

**OAG Contract No.** 2111318

This grant contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Jefferson County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

### SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019 to August 31, 2020 ("Initial Term"). On June 25, 2020, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2020 and end on August 31, 2022 ("First Renewal Term"). The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

### SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2020 and shall terminate August 31, 2021, unless it is terminated earlier in accordance with another provision of this Grant Contract.

### SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

**3.1. Grantee Participating Entity Service Contract.** GRANTEE shall execute a service agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein.

Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto, and in addition to any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

**3.1.1 Authorized Modifications to the Participating Entity Service Agreement.** GRANTEE is hereby authorized, without additional approval of the OAG, to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:

- a. 6 Additional Services: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;
- b. Section 7.1 Performance Reports: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
- c. Section 7.2 Performance Remedies: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements the exemplar Participating Entity Service Agreement;
- d. Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- e. Sections 9.3(b), 9.3(c), and 9.3(d) Information Security: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require

- Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
  - h. Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
  - i. Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
  - j. Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
  - k. Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

**3.1.2 Executed Copy of Financial Participating Entity Service Contract Required.** GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

**3.2 Grantee Maintenance Plan.** GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make

available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor's performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

**3.3 GRANTEE Service Levels.** In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Participating Entity Service Contract as well as this Grant Contract. GRANTEE will execute a Participating Entity Service Contract with the Certified Vendor for the term of this Grant Contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

**3.4 Cooperation with Statewide Stakeholders.** GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor's performances.

**3.5 E-Vine Upgrade and Cooperation for Implementation.** As part of the contract award and certification by the OAG, the Certified Vendor will begin transitioning to a new system to deliver the SAVNS services known as "E-Vine" with an expected completion by early FY 2023. E-Vine will provide the GRANTEE enhanced functionality and services such as a Service Provider Directory, an Offender Watch List, a Contact List, a quick escape button and Interactive Voice Response Technology. To facilitate this transition, funds for the E-VINE upgrade costs have been added to this Grant Contract. The Certified Vendor will perform work on the transition to E-Vine throughout the next three years and will bill E-Vine costs on a quarterly basis and in addition to the regular SAVNS maintenance fees. The OAG will advise GRANTEE of any associated transition activities as needed and GRANTEE shall reasonably cooperate with the Certified Vendor in these transition activities.

**3.6 Scope of Services.** For the purpose of this Grant Contract, the requirements, duties, and obligations contained in Section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

**3.7 Special Conditions.** The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The

imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

#### **SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS**

##### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG all applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2 Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change the grant contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

**4.1.5 Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

**4.1.6 Public Information Act.** GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this Grant Contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly accessible format at no charge to the State, pursuant to Section 2252.907 of the Texas Government Code.

## **4.2 Programmatic Reports**

**4.2.1 Service Reports.** GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

**4.2.2 Written Explanation of Variance.** GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

**4.2.4 “Problem Log.”** GRANTEE shall establish a “Problem Log” that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved. GRANTEE shall provide OAG with any and all Problem Logs at OAG’s request.

### **4.3 Financial Matters**

**4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

**4.3.2 Quarterly Requests for Reimbursement.** OAG grant funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

b. GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

**4.3.3 Limited Pre-Reimbursement Funding to GRANTEE.** Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for

reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;
- b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;
- c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;
- d. An invoice to the OAG that complies with the requirements of the OAG; and
- e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

**4.3.3 Fiscal Year End Required Reports.** GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before October 15 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

**4.3.4 Annual Independent Financial Audit Report.** GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 Close Out Invoice** GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal year covered by the term of this Grant Contract.

**4.3.6 Refunds and Deductions.** If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment

from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.7 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this Grant Contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

**4.3.8 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

**4.3.10 Debts and Delinquencies.** GRANTEE agrees that any payments due under the grant contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

## **SECTION 5. OBLIGATIONS OF OAG**

**5.1 Monitoring.** The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this Grant Contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

**5.3 Payment of Authorized Costs.** In accordance with the terms of this Grant Contract, the OAG will pay costs as explicitly authorized pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs.

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Grant Contract. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.**

## **SECTION 6. TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this Grant Contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this Grant Contract.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Contract.

Termination of this Grant Contract for any reason or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4, 5, 7, 11, and 12.

**6.4 Refunds to OAG by GRANTEE.** If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant

Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

**6.5 Notices to Certified Vendor.** Any termination of this Grant Contract will also be forwarded by the terminating party to the Certified Vendor.

## **SECTION 7. AUDIT RIGHTS; RECORDS RETENTION**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

**7.2 Records Retention.** GRANTEE shall maintain and retain all records as are necessary to fully disclose the extent of services provided under this Grant Contract for a period of seven (7) years after the later of (a) the submission of the last expenditure report required under this Grant Contract, or (b) the full and final resolution of all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract. The records include, but may not be limited to, the contract, any contract solicitation documents, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

**7.4 Access and Audit.** At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting

procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

**7.5 State Auditor.** In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, 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, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

**7.6 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this Grant Contract.

## **SECTION 8. SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this contract including but not limited to semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery may

be subject to change during the term of the contract, in the sole discretion of the OAG.

## **SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS**

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information or otherwise failing to comply with the terms of this Grant Contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Grant Contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Grant Contract.

## **SECTION 10. GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement

applies.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

**10.5 Does Not Boycott Israel.** To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

**10.6 Law Enforcement Funding.** To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law

Enforcement has certified that GRANTEE is in the process of achieving compliance.

**10.7 Restriction on Abortion Funding.** GRANTEE acknowledges that, under article IX, section 6.25 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

## **SECTION 11. SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers, or any third parties. GRANTEE shall defend, indemnify, and hold harmless OAG and the State of Texas, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys fees, and expenses arising out of, or resulting from any acts or omissions of GRANTEE or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract. In the event the State of Texas, the OAG, or any other State of Texas agency are named defendants in any lawsuit, the defense thereof shall be coordinated by GRANTEE with the OAG. GRANTEE may not agree to any settlement without first obtaining the concurrence from OAG. OAG and GRANTEE agree to furnish**

**timely written notice to each other of any such claim.**

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. Grantee hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, Grantee shall promptly bring such refusal to the attention of the OAG Program Manager for the contract and not proceed with the agreement in question without further authorization from the OAG.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this Grant Contract is considered program income. Unless otherwise required under the terms of this Grant Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Grant Contract term; program income not expended in this Grant Contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Grant Contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG.** GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

**11.8 No Grants to Certain Organizations.** GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 No Waiver of Sovereign Immunity.** The Parties agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.10 Governing Law; Venue.** This Grant Contract is made and entered into in the State of Texas. This Grant Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Grant Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

**11.11 U.S. Department of Homeland Security's E-Verify System.** GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

**11.12 No Use of Grant Money for Lobbying.** GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office.

**11.13 Texas Public Information Act.** Information, documentation, and other material in connection with this Grant Contract or the underlying 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, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the contract, 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 OAG, the State of Texas, or any state agency.

**11.14 Dispute Resolution Process.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve any dispute arising under this Contract including specifically any alleged breach of the Contract by OAG.

## **SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** The provisions of Section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

**12.2 Entire Agreement, including All Exhibits.** This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.

**12.3 Amendment.** This Grant Contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Partial Invalidity.** If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms

or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

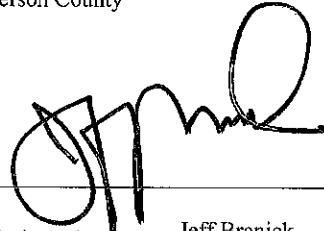
**12.6 Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Contract only in their official capacity.

**12.7 Signature Authority.** The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective parties.

**IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.**

**OFFICE OF THE ATTORNEY  
GENERAL**

Jefferson County



\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office of the Attorney General

\_\_\_\_\_  
Printed Name: Jeff Branick  
Authorized Official

## SAVNS MAINTENANCE GRANT CONTRACT

**OAG Contract No.** 2111318

### EXHIBIT A

**Population Size:** Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for Courts	Annual E-Vine Upgrade Cost	MAXIMUM REIMBURSABLE COSTS
\$24,478.16	\$4,068.60	\$1,575.75	\$30,122.51

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

**Exhibit B**  
**FIRST CONTRACT RENEWAL**  
**PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE**  
**STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

**Contract No.**

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS [NAMED ENTITY] as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. [INSERT CONTRACT NUMBER] under which VENDOR would provide SAVNS to [NAMED ENTITY] (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the [NAMED ENTITY] to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2022;

NOW, THEREFORE, THIS **FIRST CONTRACT RENEWAL** is exercised by [NAMED ENTITY] as follows:

The Contract is set to terminate on August 31, 2020. The Contract is hereby renewed, with this First Contract Renewal Term ("First Renewal Term") to begin on September 1, 2020 and end of August 31, 2021. Pursuant to Section 1 of the Contract, this First Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

[NAMED ENTITY] by:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

**Acknowledged by Appriss, Inc.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*



## Certificate Of Completion

Envelope Id: 4B85D1B6D15D43A7ADD5890EC13359E1  
 Subject: Please DocuSign: FY 2021 SAVNS Grant Contract  
 Template ID:  
 Source Envelope:  
 Document Pages: 22  
 Certificate Pages: 7  
 AutoNav: Enabled  
 Envelope Stamping: Disabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
 Karly Watson  
 PO Box 12548  
 Austin, TX 78711-2548  
 Karly.Watson@oag.texas.gov  
 IP Address: 204.64.50.216

## Record Tracking

Status: Original  
 8/19/2020 5:20:22 PM  
 Holder: Karly Watson  
 Karly.Watson@oag.texas.gov

Location: DocuSign

## Signer Events

Jeff Branick  
 fjackson@co.jefferson.tx.us  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/20/2020 10:04:05 AM  
 ID: c15b1f1f-d2c3-4ec1-a5d2-e488d7bc9746

Melissa Foley  
 Melissa.Foley@oag.texas.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Gene McCleskey  
 Gene.McCleskey@oag.texas.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/14/2019 12:34:26 PM  
 ID: 6a746d16-8742-4c15-ace2-f36a64c991b6

Financial Litigation - FLD Attorney Review

Signing Group: Financial Litigation - FLD Attorney  
 Review  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Joshua Godbey

Signing Group: Joshua Godbey  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

## Signature

## Timestamp

Sent: 8/19/2020 5:20:24 PM  
 Viewed: 8/20/2020 10:04:05 AM

**Signer Events**

Bruce Williamson

Bruce.Williamson@oag.texas.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Mark Penley

Mark.Penley@oag.texas.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**Signature****Timestamp****In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Karyl Watson

karyl.watson@oag.texas.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

FLD Contracts

FLDcontracts@oag.texas.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Accounting - DocuSign Contracts

ACC\_DocuSign\_Contracts@oag.texas.gov

Signing Group: Accounting - DocuSign Contracts

Inbox

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Joshua Alexander

Joshua.Alexander@oag.texas.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events		Status	Timestamps
Envelope Sent		Hashed/Encrypted	8/19/2020 5:20:24 PM
Payment Events		Status	Timestamps
Electronic Record and Signature Disclosure			

## **CONSUMER DISCLOSURE**

From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Electronic signature**

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

### **Security standards**

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The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) to notify us of the error and delete all copies of the information you received.

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

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

**How to contact Office of the Attorney General**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov)

**To advise Office of the Attorney General of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [servicedesk@oag.texas.gov](mailto:servicedesk@oag.texas.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

#### **Required hardware and software**

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: <a href="https://docucdn-a.akamaihd.net">https://docucdn-a.akamaihd.net</a> . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

#### **Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.

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ROAD & BRIDGE PCT.#1		
ABLE FASTENER, INC.	42.65	474528
MUNRO'S	31.35	474571
SMART'S TRUCK & TRAILER, INC.	186.44	474588
SOUTHEAST TEXAS WATER	18.00	474590
UNITED STATES POSTAL SERVICE	.50	474619
HLAVINKA EQUIPMENT COMPANY	1,563.00	474650
ADVANCE AUTO PARTS	187.98	474672
REPUBLIC SERVICES	76.05	474686
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MID-COUNTY ALTERNATOR	125.00	474570
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CENTERPOINT ENERGY RESOURCES CORP	39.71	474639
MARTIN PRODUCT SALES LLC	20,908.00	474645
REPUBLIC SERVICES	122.69	474686
TRANSIT & LEVEL CLINIC LLC	75.00	474689
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A&A EQUIPMENT	272.61	474526
SPIDLE & SPIDLE	1,499.92	474532
GULFWAY LUMBER	137.70	474558
ENTERGY	38.18	474559
MUNRO'S	38.85	474571
SOUTHERN TIRE MART, LLC	1,045.90	474603
HOWARD'S AUTO SUPPLY	43.24	474605
LOWE'S HOME CENTERS, INC.	12.11	474626
CENTERPOINT ENERGY RESOURCES CORP	43.40	474639
NORTHERN TOOL AND EQUIPMENT	485.40	474663
REPUBLIC SERVICES	45.00	474686
GULF COAST	426.09	474715
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M&D SUPPLY	16.77	474567
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UNITED STATES POSTAL SERVICE	8.90	474619
REPUBLIC SERVICES	214.79	474686
O'REILLY AUTO PARTS	301.04	474704
GULF COAST	179.07	474715
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OFFICE DEPOT	424.24	474572
TRI-CITY COFFEE SERVICE	193.70	474595
UNITED STATES POSTAL SERVICE	4.00	474619
CANON SOLUTIONS AMERICA INC	132.00	474673
		753.94**
PARKS & RECREATION		
W.W. GRAINGER, INC.	182.74	474555
INTERNATIONAL GALVANIZER, INC.	309.00	474561
WC TRACTOR - BEAUMONT	973.73	474707
CY-FAIR TIRE	405.32	474713
		1,870.79**
GENERAL FUND		
TAX OFFICE		
OFFICE DEPOT	555.14	474572
PITNEY BOWES, INC.	966.72	474576
UNITED STATES POSTAL SERVICE	511.06	474619
CUMMINS-ALLISON CORP	403.11	474669
NEMO-Q	2,360.00	474678
		4,796.03*
COUNTY HUMAN RESOURCES		
UNITED STATES POSTAL SERVICE	19.66	474619
		19.66*
AUDITOR'S OFFICE		

PGM: GMCOMMV2	DATE 08-25-2020	AMOUNT	CHECK NO.	PAGE: 2 134 TOTAL
UNITED STATES POSTAL SERVICE		5.80	474619	5.80*
COUNTY CLERK				
UNITED STATES POSTAL SERVICE		218.37	474619	
ELECTION ADMINISTRATION REPORT		219.00	474624	
BAY TECH LABEL, INC.	1,	850.00	474629	
RICOH USA INC		774.16	474670	
THOMSON REUTERS-WEST		170.00	474675	3,231.53*
COUNTY JUDGE				
KEVIN PAULA SEKALY PC		500.00	474585	
UNITED STATES POSTAL SERVICE		.84	474619	
ROCKY LAUDERMILK	2,	700.00	474627	
THOMAS O. MOSES		500.00	474642	
KIMBERLY PHELAN, P.C.		950.00	474643	
HARVEY L WARREN III	2,	700.00	474656	
KENT W JOHNS		500.00	474661	
JAN GIROUARD & ASSOCIATES LLC		200.00	474690	8,050.84*
RISK MANAGEMENT				
UNITED STATES POSTAL SERVICE		512.47	474619	512.47*
COUNTY TREASURER				
UNITED STATES POSTAL SERVICE		113.29	474619	113.29*
PRINTING DEPARTMENT				
CIT TECHNOLOGY FINANCING SERVICE		499.00	474652	499.00*
PURCHASING DEPARTMENT				
BEAUMONT ENTERPRISE		190.16	474550	
PORT ARTHUR NEWS, INC.		315.40	474577	
UNITED STATES POSTAL SERVICE		15.99	474619	521.55*
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ADVANCED STAFFING		97.50	474604	
ALLISON, BASS & MAGEE, LLP	2,	826.82	474711	
SOUTHEAST TEXAS EMERGENCY RELIEF FD	11,	873.98	474718	
UNIFIED POWER		9,020.72	474721	23,909.02*
DATA PROCESSING				
GRAYBAR ELECTRIC COMPANY, INC.		46.40	474556	
OFFICE DEPOT		594.19	474572	
CDW COMPUTER CENTERS, INC.		335.82	474606	
SHI GOVERNMENT SOLUTIONS, INC.		718.74	474622	1,695.15*
VOTERS REGISTRATION DEPT				
UNITED STATES POSTAL SERVICE		175.16	474619	175.16*
ELECTIONS DEPARTMENT				
POSTMASTER		240.00	474578	240.00*
DISTRICT ATTORNEY				
TEXAS DISTRICT & COUNTY ATTY ASSN.		250.00	474594	
UNITED STATES POSTAL SERVICE		135.56	474619	385.56*
DISTRICT CLERK				
OFFICE DEPOT		518.67	474572	
TRI-CITY COFFEE SERVICE		191.10	474595	
UNITED STATES POSTAL SERVICE		149.11	474619	
AERIALINK INC		135.40	474694	994.28*
CRIMINAL DISTRICT COURT				

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RENE MULHOLLAND	1,014.90	474598	
UNITED STATES POSTAL SERVICE	13.95	474619	1,505.85*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	29.95	474591	29.95*
136TH DISTRICT COURT			
JEFFERSON CTY. BAR ASSOCIATION	125.00	474563	
UNITED STATES POSTAL SERVICE	.84	474619	
LEXIS-NEXIS	76.00	474620	201.84*
172ND DISTRICT COURT			
MITCHELL TEMPLETON	270.00	474727	270.00*
252ND DISTRICT COURT			
CRISTY SMITH	722.65	474542	
JEFFERSON CTY. BAR ASSOCIATION	125.00	474563	
CHARLES ROJAS	8,749.50	474608	
UNITED STATES POSTAL SERVICE	60.15	474619	
SUMMER TANNER	1,231.90	474647	10,889.20*
279TH DISTRICT COURT			
DAVID GROVE	500.00	474533	
LAIRON DOWDEN, JR.	350.00	474549	
NATHAN REYNOLDS, JR.	200.00	474581	
CHARLES ROJAS	1,150.00	474608	
JOEL WEBB VAZQUEZ	200.00	474636	
P DEAN BRINKLEY	100.00	474658	
BRITTANIE HOLMES	700.00	474668	
TARA SHELANDER	1,500.00	474682	
THE PARDUE LAW FIRM, PLLC	2,860.00	474725	7,560.00*
317TH DISTRICT COURT			
OFFICE DEPOT	95.58	474572	
ANITA F. PROVO	600.00	474580	
CHARLES ROJAS	525.00	474608	
TONYA CONNELL TOUPS	600.00	474651	
ALICIA K HALL	200.00	474665	
PATRICIA VELASCO	2,465.42	474687	4,486.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	13.41	474619	13.41*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	1.20	474619	1.20*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	18.23	474619	18.23*
JUSTICE COURT-PCT 7			
OFFICE DEPOT	17.99	474572	17.99*
COUNTY COURT AT LAW NO. 2			
DELL MARKETING L.P.	2,692.05	474548	
UNITED STATES POSTAL SERVICE	5.53	474619	
LAURIE PEROZZO	300.00	474655	
THE SAMUEL FIRM, PLLC	400.00	474709	3,397.58*
COUNTY COURT AT LAW NO. 3			
THOMAS J. BURBANK PC	250.00	474541	

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NAME	AMOUNT	CHECK NO. TOTAL
MARVA PROVO	1,050.00	474579
UNITED STATES POSTAL SERVICE	13.57	474619
JOEL WEBB VAZQUEZ	250.00	474636
LAURIE PEROZZO	250.00	474655
TURK LAW FIRM	250.00	474671
JARED GILTHORPE	550.00	474683
THE SAMUEL FIRM, PLLC	500.00	474709
		3,113.57*
COURT MASTER		
KIRKSEY'S SPRINT PRINTING	25.95	474566
UNITED STATES POSTAL SERVICE	.50	474619
		26.45*
MEDIATION CENTER		
UNITED STATES POSTAL SERVICE	.84	474619
		.84*
SHERIFF'S DEPARTMENT		
FED EX	18.90	474551
OFFICE DEPOT	149.65	474572
CDW COMPUTER CENTERS, INC.	33.85	474606
THREADS	80.00	474616
UNITED STATES POSTAL SERVICE	58.11	474619
SATCOM DIRECT COMMUNICATIONS INC	740.00	474654
RITA HURT	275.00	474664
24 HR SAFETY LLC	721.95	474681
TRANSUNION RISK AND ALTERNATIVE	575.30	474684
GALLS LLC	52.00	474685
REPUBLIC SERVICES	45.00	474686
BEARCOM / KAY ELECTRONICS	50.00	474712
EPIC BUSINESS ESSENTIALS, LLC	55.43	474717
		2,855.19*
CRIME LABORATORY		
SIGMA-ALDRICH, INC.	93.12	474527
ALLOMETRICS INC.	140.00	474531
ABACUS DIAGNOSTIC, INC.	516.00	474537
AGILENT TECHNOLOGIES	509.90	474538
FISHER SCIENTIFIC	1,017.49	474553
W.W. GRAINGER, INC.	27.16	474555
OFFICE DEPOT	463.55	474572
SOUTHEAST TEXAS WATER	79.90	474589
ULINE SHIPPING SUPPLY SPECIALI	110.40	474596
CAYMAN CHEMICAL COMPANY	202.00	474657
VECTOR SECURITY	163.80	474696
		3,323.32*
JAIL - NO. 2		
JOEY HILL	18.32	474530
KIMCO SERVICES, INC.	1,312.00	474536
BOB BARKER CO., INC.	800.14	474540
CITY OF BEAUMONT - WATER DEPT.	18,619.04	474543
KIRKSEY'S SPRINT PRINTING	24.95	474566
M&D SUPPLY	140.30	474567
RITTER @ HOME	968.00	474582
SANITARY SUPPLY, INC.	2,789.00	474583
SCOOTER'S LAWNMOWERS	9.67	474584
SETZER HARDWARE, INC.	60.15	474586
WHOLESALE ELECTRIC SUPPLY CO.	2,007.85	474600
WORTH HYDROCHEM	342.00	474601
TEXAS GAS SERVICE	566.62	474630
INTERCONTINENTAL JET CORP	4,959.07	474638
UNITED RENTALS	233.16	474641
BELT SOURCE	226.04	474644
INDUSTRIAL & COMMERCIAL MECHANICAL	95,255.00	474666
SAM'S CLUB DIRECT	676.24	474667
MATERA PAPER COMPANY INC	3,024.98	474674
THOMSON REUTERS-WEST	3,809.71	474675
GALLS LLC	159.96	474685
REPUBLIC SERVICES	4,484.39	474686
CORRHEALTH LLC	137,706.74	474699
MOORE-ALL TEX SUPPLY	178.15	474701

PGM: GMCOMMV2	DATE 08-25-2020	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
US CORRECTIONS LLC	2,858.00	474706
THOM DUNCAN AVIONICS LLC	2,000.00	474708
TRINITY SERVICES GROUP INC	37,738.19	474714
EPIC BUSINESS ESSENTIALS, LLC	416.38	474717
SUPERIOR WASTE SOLUTIONS LLC	1,500.00	474719
		322,884.05*
JUVENILE PROBATION DEPT.		
FED EX	266.36	474552
EDWARD B. GRIPON, M.D., P.A.	725.00	474557
UNITED STATES POSTAL SERVICE	5.95	474619
		997.31*
JUVENILE DETENTION HOME		
CITY OF BEAUMONT - WATER DEPT.	3,453.00	474543
MEDICAL PLUS	275.00	474621
FLOWERS FOODS	75.16	474632
BEN E KEITH FOODS	292.10	474635
CENTERPOINT ENERGY RESOURCES CORP	125.95	474639
REPUBLIC SERVICES	704.70	474686
BIG THICKET PLUMBING INC	212.00	474700
STERICYCLE, INC	35.00	474702
		5,172.91*
CONSTABLE PCT 1		
KIRKSEY'S SPRINT PRINTING	24.95	474566
OFFICE DEPOT	24.99	474572
UNITED STATES POSTAL SERVICE	29.64	474619
TND WORKWEAR CO LLC	259.80	474695
		339.38*
CONSTABLE-PCT 4		
OFFICE DEPOT	263.38	474572
		263.38*
CONSTABLE-PCT 6		
UNITED STATES POSTAL SERVICE	2.10	474619
		2.10*
COUNTY MORGUE		
FORENSIC MEDICAL	92,300.00	474705
		92,300.00*
AGRICULTURE EXTENSION SVC		
STARLA B. GARLICK	159.95	474529
AL COOK NURSERY	118.74	474545
OFFICE DEPOT	98.60	474572
		377.29*
HEALTH AND WELFARE NO. 1		
CLAYBAR FUNERAL HOME, INC.	2,540.00	474544
PETTY CASH - N C WELFARE	131.25	474574
AUSTIN CECIL WALKES MD PA	312.50	474599
CDW COMPUTER CENTERS, INC.	193.99	474606
UNITED STATES POSTAL SERVICE	95.07	474619
		3,272.81*
HEALTH AND WELFARE NO. 2		
GABRIEL FUNERAL HOME, INC.	300.00	474554
AUSTIN CECIL WALKES MD PA	3,245.08	474599
SAM'S CLUB DIRECT	7.96	474667
STERICYCLE, INC	35.00	474702
		3,588.04*
NURSE PRACTITIONER		
GEORGE V. ZUZUKIN, M.D.	1,000.00	474535
		1,000.00*
CHILD WELFARE UNIT		
J.C. PENNEY'S	1,196.23	474625
ROSS DRESS FOR LESS, INC.	400.00	474646
		1,596.23*
ENVIRONMENTAL CONTROL		

PGM: GMCOMMV2	DATE 08-25-2020	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
TEXAS COMMISSION ON ENVIRONMENTAL INDIGENT MEDICAL SERVICES	111.00	474631 111.00*
CARDINAL HEALTH 110 INC EMERGENCY MANAGEMENT	16,310.32	474677 16,310.32*
VERIZON WIRELESS MAINTENANCE-BEAUMONT	150.00	474615 150.00*
JOHNSTONE SUPPLY W.W. GRAINGER, INC. ENTERGY M&D SUPPLY SANITARY SUPPLY, INC. ACE IMAGEWEAR AT&T SOLAR CARRIER ENTERPRISE LLC REPUBLIC SERVICES CINTAS CORPORATION REXEL USA INC TEXAS AIRSYSTEMS LLC	163.08 105.61 17.43 156.12 2,313.22 213.94 69.86 108.85 374.01 2,114.10 93.49 162.93 1,021.00	474534 474555 474559 474567 474583 474587 474592 474623 474676 474686 474691 474698 474703
MAINTENANCE-PORT ARTHUR		6,913.64*
JOHNSTONE SUPPLY MAINTENANCE-MID COUNTY	125.00	474534 125.00*
RITTER @ HOME SETZER HARDWARE, INC. ACE IMAGEWEAR CENTERPOINT ENERGY RESOURCES CORP REPUBLIC SERVICES	31.98 11.83 88.33 80.19 92.10	474582 474586 474587 474639 474686
SERVICE CENTER		304.43*
SPIDLE & SPIDLE J.K. CHEVROLET CO. PHILPOTT MOTORS, INC. JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE BUMPER TO BUMPER AMERICAN TIRE DISTRIBUTORS MIGHTY OF SOUTHEAST TEXAS ADVANCE AUTO PARTS REPUBLIC SERVICES DENNIS LOWE MIDNIGHT AUTO	11,622.52 89.25 594.97 7.50 7.50 7.50 7.50 601.52 364.59 71.38 51.34 122.69 325.95 79.95	474532 474562 474575 474610 474611 474612 474613 474637 474653 474662 474672 474686 474692 474693
		13,954.16*
MOSQUITO CONTROL FUND		552,486.03**
MUNRO'S UNITED PARCEL SERVICE CENTERPOINT ENERGY RESOURCES CORP RUTTY & MORRIS LLC RELADYNE REPUBLIC SERVICES O'REILLY AUTO PARTS CY-FAIR TIRE	81.54 12.54 36.56 137.12 477.79 122.69 81.25 136.50	474571 474597 474639 474649 474679 474686 474704 474713
FEMA EMERGENCY		1,085.99**
AT&T OFFICE DEPOT THE HOME DEPOT PRO JORDYN ROBERTS	2.28 2,452.26 119.88 375.00	474539 474573 474710 474720

PGM: GMCOMMV2	DATE 08-25-2020		PAGE: 7 139 TOTAL
NAME	AMOUNT	CHECK NO.	
TAMMY LYN SAIN	142.50	474723	3,091.92**
J.C. FAMILY TREATMENT			
PATRICIA VELASCO	40.00	474687	
MARY BEVIL	1,261.00	474724	1,301.00**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	564.33	474675	564.33**
EMPG GRANT			
VERIZON WIRELESS	145.37	474615	145.37**
GRANT A STATE AID			
BI INCORPORATED	274.50	474609	274.50**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	332.83	474572	
UNITED STATES POSTAL SERVICE	196.98	474619	
JENNIFER REEVES	211.95	474628	
REDWOOD TOXICOLOGY LABORATORY	123.85	474648	
JCCSC	316.00	474660	1,181.61**
JEFF. CO. WOMEN'S CENTER			
MARKET BASKET	24.25	474568	
KIM MCKINNEY, LPC, LMFT	150.00	474569	
AT&T	143.30	474592	
PETTY CASH - RESTITUTION I	156.88	474602	
TOWER COMMUNICATIONS, INC.	60.00	474617	
BEN E KEITH FOODS	45.84	474633	
BEN E KEITH FOODS	766.15	474634	
MATERA PAPER COMPANY INC	303.27	474674	
REPUBLIC SERVICES	150.26	474686	1,799.95**
SHERIFF'S TRAINING GRANT			
ERAD GROUP INC	1,500.00	474722	1,500.00**
COUNTY CLK RECORDS ARCHIV			
BAY TECH LABEL, INC.	1,850.00	474629	1,850.00**
DRUG INTERVENTION COURT			
LAND MANOR, INC.	3,552.00	474607	
PINWHEEL GROUP	675.00	474688	
STERICYCLE, INC	35.00	474702	4,262.00**
CJD SHERIFF GRANTS			
SUPERION LLC	31,840.00	474716	31,840.00**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	1,639.50	474559	
MUNRO'S	56.34	474571	
REPUBLIC SERVICES	122.69	474686	1,818.53**
COUNTY CLERK ELECTION CON			
TRAVIS COUNTY CLERK	500.00	474546	500.00**
AIRPORT FUND			
ENTERGY	18.83	474560	
TIME WARNER COMMUNICATIONS	105.54	474593	
CENTERPOINT ENERGY RESOURCES CORP	97.84	474639	
REPUBLIC SERVICES	991.97	474686	1,214.18**
SE TX EMP. BENEFIT POOL			

PGM: GMCOMMV2	DATE 08-25-2020	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
GROUP ADMINISTRATIVE CONCEPTS INC	146,183.28	474659
EXPRESS SCRIPTS INC	51,373.71	474697
SETEC FUND		197,556.99**
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	474666
WORKER'S COMPENSATION FD		1,652.00**
TRISTAR RISK MANAGEMENT	3,958.73	474640
PAYROLL FUND		3,958.73**
JEFFERSON CTY. - FLEXIBLE SPENDING	14,310.00	474506
CLEAT	306.00	474507
JEFFERSON CTY. TREASURER	14,378.02	474508
RON STADTMUELLER - CHAPTER 13	182.31	474509
INTERNAL REVENUE SERVICE	208.00	474510
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,380.00	474511
JEFFERSON CTY. COMMUNITY SUP.	8,805.12	474512
JEFFERSON CTY. TREASURER - HEALTH	547,005.27	474513
JEFFERSON CTY. TREASURER - PAYROLL	1,743,424.18	474514
JEFFERSON CTY. TREASURER - PAYROLL	617,692.72	474515
MONEY LIFE INSURANCE OF AMERICA	72.54	474516
POLICE & FIRE FIGHTERS' ASSOCIATION	2,042.06	474517
JEFFERSON CTY. TREASURER - TCDRS	704,921.77	474518
JEFFERSON COUNTY TREASURER	2,765.96	474519
JEFFERSON COUNTY - TREASURER -	7,333.23	474520
NECHES FEDERAL CREDIT UNION	38,551.56	474521
JEFFERSON COUNTY - NATIONWIDE	61,347.52	474522
JOHN TALTON	715.38	474523
BELINDA M ZURITA	230.77	474524
INVESCO INVESTMENT SERVICES, INC	1,444.99	474525
DISTRICT CRT RECORDS TECH		3,770,117.40**
DATA PRESERVATION SOLUTIONS, LLC	6,500.00	474726
MARINE DIVISION		6,500.00**
W.W. GRAINGER, INC.	366.43	474555
JACK BROOKS REGIONAL AIRPORT	165.37	474564
VERIZON WIRELESS	531.86	474614
AERO PERFORMANCE	425.12	474680
		1,488.78**
		4,617,620.52***



JOINT ELECTION AGREEMENT AND  
ELECTION SERVICES CONTRACT  
BETWEEN JEFFERSON COUNTY  
AND **City of Port Arthur**

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 Arthur** 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 12<sup>th</sup> day of August, 2020, by and between the Political Subdivision of **City of Port Arthur**, 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 or the election is contested in any manner.

(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 billed 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 thereof, 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) This Agreement does not extend to a runoff election, if applicable. The Contracting Officer may execute an agreement to conduct a runoff for the Political Subdivision.

## **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 Arthur 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 Arthur: Sherri Bellard  
444 4<sup>th</sup> Street  
Port Arthur, TX 77640

**JEFFERSON COUNTY:** Carolyn L. Guidry, County Clerk  
P. O. Box 1151

Beaumont, TX 77704

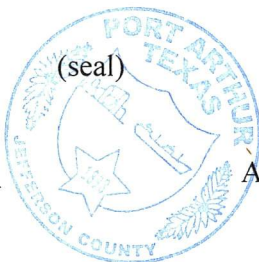
IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 12<sup>th</sup> day of August, 2020.

City of Port Arthur

By: \_\_\_\_\_

Name: **Ron Burton**

Title: Interim City Manager



Attest: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Jefferson County, Texas

By: \_\_\_\_\_

Name: Jeff Branick

Title: County Judge

(seal)

By: \_\_\_\_\_

Name: Carolyn L. Guidry

Title: County Clerk

Attest: \_\_\_\_\_

#### 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):*

October 13 - 16 <i>(Octubre 13 - 16)</i>	Tuesday - Friday <i>(Martes -Viernes)</i>	8:00 a.m. - 5:00 p.m.
October 19 - 23 <i>(Octubre 19 - 23)</i>	Monday - Friday <i>(Lunes -Viernes)</i>	8:00 a.m. - 5:00 p.m.
October 24 <i>(Octubre 24)</i>	Saturday <i>(Sábado)</i>	8:00 a.m. - 5:00 p.m.
October 25 <i>(Octubre 25)</i>	Sunday <i>(Domingo)</i>	12:00 p.m. - 5:00 p.m.
October 26 – October 30 <i>(Octubre 26- Octubre 30)</i>	Monday – Friday <i>(Lunes – Viernes)</i>	7:00 a.m. - 7:00 p.m.

**EXHIBIT B - ELECTION DAY VOTE CENTERS**

Precincts	Election Day Polling Places	ADDRESS (Dirección)	City, State, Zip code
<i>ALL (todos)</i>	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
<i>ALL (todos)</i>	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713

ALL (todos)	Bevil Oaks City Hall	13560 River Oaks	Bevil Oaks, TX
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)	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
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX
ALL (todos)	Zion Hill Baptist Church**	5848 Roosevelt Ave.	Port Arthur, TX
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX
ALL (todos)	Port Acres Elementary**	6301 Pat Ave	Port Arthur, TX
ALL (todos)	O W COLLINS RETIREMENT	4440 GULFWAY DR.	Port Arthur, TX
ALL (todos)	Port Arthur Library**	4615 9th Ave	Port Arthur, TX
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX
ALL (todos)	Sam Houston Elementary	3245 36th St	Port Arthur, TX
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

Election Services Contract

Last Updated: 8/3/2020

Page 9 of 14

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**

Voting Equipment	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00

Communication Devices	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00

Mandatory Signs	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00

PROGRAMMING	COUNTY COST
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

BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06

SUPPLIES	
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 **Hardin-Jefferson 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 Hardin-Jefferson 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<sup>th</sup> day of August, 2020, by and between the Political Subdivision of **Hardin-Jefferson 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 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 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 billed 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 thereof, 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 Hardin-Jefferson Independent School District 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:

**Hardin-Jefferson Independent School District:** Brad McEachern  
P.O. Box 490  
Sour Lake, TX 77659

**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<sup>th</sup> day of August, 2020.

**Hardin-Jefferson Independent School District** (seal)

By: Brad McEachern  
Name: Brad McEachern  
Title: Superintendent

Attest: [Signature]

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 25<sup>th</sup> day of August, 2020.

**Jefferson County, Texas**

By: [Signature]  
Name: Jeff Bradick  
Title: County Judge



By: Carolyn L. Guidry  
Name: Carolyn L. Guidry  
Title: County Clerk  
Election Services Contract  
Last Updated: 8/5/2020

Attest: [Signature], 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):

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.

**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	Bevil Oaks, TX
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)	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
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX
ALL (todos)	Zion Hill Baptist Church**	5848 Roosevelt Ave.	Port Arthur, TX
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX
ALL (todos)	Port Acres Elementary**	6301 Pat Ave	Port Arthur, TX
ALL (todos)	O W COLLINS RETIREMENT	4440 GULFWAY DR.	Port Arthur, TX
ALL (todos)	Port Arthur Library**	4615 9th Ave	Port Arthur, TX
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX
ALL (todos)	Sam Houston Elementary	3245 36th St	Port Arthur, TX
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**

Voting Equipment	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
Communication Devices	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00
Mandatory Signs	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00
PROGRAMMING	COUNTY COST
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
BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06
SUPPLIES	
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 **Hamshire-Fannett 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 Hamshire-Fannett 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 25TH day of AUGUST, 2020, by and between the Political Subdivision of **Hamshire-Fannett 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 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 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 billed 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 thereof, 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:

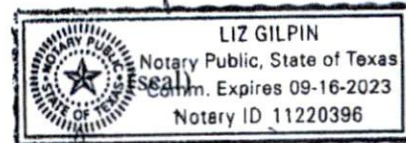
**Hamshire-Fannett Independent School District:** Dr. Dwaine K Augustine  
P O Box 223  
Hamshire, TX 77622

**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 21 day of May, 2020.

**Hamshire-Fannett Independent School District**

By: [Signature]  
Name: Dr. Dwaine K. Augustine  
Title: Superintendent



Attest: [Signature]

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 25<sup>th</sup> day of August, 2020.

**Jefferson County, Texas**

By: [Signature]  
Name: Jeff Branick  
Title: County Judge

(seal)

By: [Signature]  
Name: Carolyn L. Guidry  
Title: County Clerk

Attest: [Signature], 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):

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.

**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	Bevil Oaks, TX
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)	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
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX
ALL (todos)	Zion Hill Baptist Church**	5848 Roosevelt Ave.	Port Arthur, TX
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX
ALL (todos)	Port Acres Elementary**	6301 Pat Ave	Port Arthur, TX
ALL (todos)	O W COLLINS RETIREMENT	4440 GULFWAY DR.	Port Arthur, TX
ALL (todos)	Port Arthur Library**	4615 9th Ave	Port Arthur, TX
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX
ALL (todos)	Sam Houston Elementary	3245 36th St	Port Arthur, TX
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**

Voting Equipment	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
Communication Devices	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00
Mandatory Signs	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00
PROGRAMMING	COUNTY COST
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
BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75

Supply Bag Consumables (per location)	\$20.00
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REVISED 07/19/16



**JOINT ELECTION AGREEMENT AND  
ELECTION SERVICES CONTRACT  
BETWEEN JEFFERSON COUNTY  
AND Port Arthur 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 Arthur 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 25TH day of AUGUST, 2020, by and between the Political Subdivision of **Port Arthur 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 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 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 billed 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 thereof, 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 Port Arthur Independent School District 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:

Election Services Contract

Last Updated: 5/20/2020

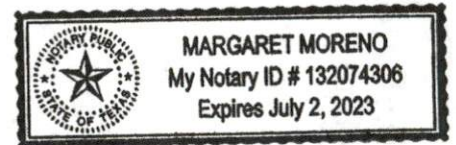
**Port Arthur Independent School District: Mark Porterie**  
 4801 9<sup>th</sup> Ave.  
 Port Arthur, TX 77642

**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 28<sup>th</sup> day of May, 2020.

**Port Arthur Independent School District**

(seal)



By: Dr. Mark Porterie  
 Name: Dr. Mark Porterie  
 Title: Superintendent

Attest: Margaret Moreno

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 25<sup>th</sup> day of August, 2020.

**Jefferson County, Texas**

By: [Signature]  
 Name: Jeff Branick  
 Title: County Judge



By: Carolyn L. Guidry  
 Name: Carolyn L. Guidry  
 Title: County Clerk

Attest: [Signature] - 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):

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.

**EXHIBIT B - ELECTION DAY VOTE CENTERS**

Precincts	Election Day Polling Places	ADDRESS (Dirección)	City, State, Zip code
<i>ALL (todos)</i>	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
<i>ALL (todos)</i>	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
<i>ALL (todos)</i>	Bevil Oaks City Hall	13560 River Oaks	Bevil Oaks, TX
<i>ALL (todos)</i>	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
<i>ALL (todos)</i>	New Light Church**	3780 Crow Rd.	Beaumont, TX 77706
<i>ALL (todos)</i>	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
<i>ALL (todos)</i>	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
<i>ALL (todos)</i>	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
<i>ALL (todos)</i>	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
<i>ALL (todos)</i>	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
<i>ALL (todos)</i>	Central Gardens Fire Station	2026 Spurlock Rd.	Nederland, TX 77627
<i>ALL (todos)</i>	Groves Public Library	5600 West	Groves, TX 77619
<i>ALL (todos)</i>	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
<i>ALL (todos)</i>	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
<i>ALL (todos)</i>	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
<i>ALL (todos)</i>	Jefferson County ESD #4	12880 FM 365	Beaumont, TX 77705
<i>ALL (todos)</i>	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
<i>ALL (todos)</i>	Port Neches City Hall	1005 Merriman	Port Neches, TX
<i>ALL (todos)</i>	Groves Activity Building	6150 39th Street.	Groves, TX 77619
<i>ALL (todos)</i>	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX
<i>ALL (todos)</i>	Zion Hill Baptist Church**	5848 Roosevelt Ave.	Port Arthur, TX
<i>ALL (todos)</i>	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX
<i>ALL (todos)</i>	Port Acres Elementary**	6301 Pat Ave	Port Arthur, TX
<i>ALL (todos)</i>	O W COLLINS RETIREMENT	4440 GULFWAY DR.	Port Arthur, TX
<i>ALL (todos)</i>	Port Arthur Library**	4615 9th Ave	Port Arthur, TX
<i>ALL (todos)</i>	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX
<i>ALL (todos)</i>	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX
<i>ALL (todos)</i>	Sam Houston Elementary	3245 36th St	Port Arthur, TX
<i>ALL (todos)</i>	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
<i>ALL (todos)</i>	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
<i>ALL (todos)</i>	Lamar University Montagne Center,	4401 S. MLK PKWY	Beaumont, TX 77705
<i>ALL (todos)</i>	Hamshire-Fannett High School	12702 2nd St	Hamshire, TX 77622
<i>ALL (todos)</i>	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
<i>ALL (todos)</i>	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
<i>ALL (todos)</i>	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
<i>ALL (todos)</i>	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
<i>ALL (todos)</i>	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
<i>ALL (todos)</i>	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**

Voting Equipment	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
Communication Devices	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00
Mandatory Signs	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00
PROGRAMMING	COUNTY COST
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
BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75

Supply Bag Consumables (per location)	\$20.00
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REVISED 07/19/16



**JOINT ELECTION AGREEMENT AND  
ELECTION SERVICES CONTRACT  
BETWEEN JEFFERSON COUNTY  
AND City of Bevil Oaks**

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 Bevil Oaks** 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 25TH day of AUGUST, 2020, by and between the Political Subdivision of **City of Bevil Oaks**, 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

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.

Election Services Contract

Last Updated: 8/19/2020

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 billed 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 thereof, 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 Bevil Oaks 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 Bevil Oaks:** Becky Ford  
13560 River Oaks Blvd.  
Bevil Oaks, TX 77713

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**City of Bevil Oaks** (seal)

By: \_\_\_\_\_  
Name: Becky Ford  
Title: Mayor

Attest: \_\_\_\_\_

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 25<sup>th</sup> day of AUGUST, 2020.

**Jefferson County, Texas**

By: \_\_\_\_\_  
Name: Jeff Branick  
Title: County Judge



By: Carolyn L. Guidry  
Name: Carolyn L. Guidry  
Title: County Clerk

Attest: Ph. Guidry, 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	Bevil Oaks, TX
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)	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
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX
ALL (todos)	Zion Hill Baptist Church**	5848 Roosevelt Ave.	Port Arthur, TX
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX
ALL (todos)	Port Acres Elementary**	6301 Pat Ave	Port Arthur, TX
ALL (todos)	O W COLLINS RETIREMENT	4440 GULFWAY DR.	Port Arthur, TX
ALL (todos)	Port Arthur Library**	4615 9th Ave	Port Arthur, TX
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX
ALL (todos)	Sam Houston Elementary	3245 36th St	Port Arthur, TX
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**

Voting Equipment	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
Communication Devices	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00
Mandatory Signs	
Large A-Frame (ID Required )	\$10.00
Large A-Frame (Notices )	\$10.00
PROGRAMMING	COUNTY COST
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
BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75

Supply Bag Consumables (per location)	\$20.00
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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 25<sup>th</sup> day of August, 2020, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, 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 25<sup>th</sup> day of August, 2020.

**JUDGE JEFF R. BRANICK**  
County Judge

**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3

**COMMISSIONER BRENT A. WEAVER**  
Precinct No. 2

**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4



Contract # CTIF-02-124  
District # 20  
Code Chart 64 # 50124  
Project: Jefferson 2020 CTIF Award

STATE OF TEXAS §

COUNTY OF TRAVIS §

## COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT AGREEMENT

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and Jefferson County, acting by and through its duly authorized officials, called the "County."

### WITNESSETH

**WHEREAS**, Transportation Code, Chapter 256, Subchapter C allows for the Texas Department of Transportation to make grants to counties for transportation infrastructure projects located in areas of the state affected by increased oil and gas production; and

**WHEREAS**, The County has submitted its application for the Grant funding from the State and its application was approved; and

**WHEREAS**, state law requires counties to meet certain contract standards relating to the management and administration of State funds; and

**WHEREAS**, the Governing Body of the County has approved entering into this agreement by resolution or ordinance which is attached to and made a part of this agreement as Attachment A; and

**NOW THEREFORE**, the State and the County agree as follows:

### AGREEMENT

- 1. Agreement Period.** This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Projects are completed or unless terminated as provided below.
- 2. Scope of Work.** The County shall complete the transportation infrastructure projects as proposed in its List of Transportation Infrastructure Projects defined in 3. below. The County shall place the transportation infrastructure projects on the county road system.
- 3. List of Transportation Infrastructure Projects.** The County is responsible to review the list of projects listed on its previously submitted application for a grant from the fund and create a List of Transportation Infrastructure Projects prioritizing its choice of projects which can be performed with the grant amount awarded to the County by the State. Within thirty calendar days after final execution of this agreement, the County shall submit to the State this List of Transportation Infrastructure Projects (in a format specified by the State). This List of Transportation Infrastructure Projects shall include an estimated month and year of starting construction and completing construction for each funded project including the estimated project cost for each project. During the term of this agreement, updates to the List of Transportation Infrastructure Projects may be made by the County. Updates can include changes in priority, changes in estimated cost, changes in month or year of starting or

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completing construction, or adding or deleting projects. Any proposed new projects shall include the same information as was required for projects submitted as part of the application for a grant from the fund. Updated List of Transportation Infrastructure Projects or a statement of no material change to the previously submitted list shall be submitted to the State no less than semi-annually. Any update to the List of Transportation Infrastructure Projects requires written concurrence from the State to the County.

#### **4. Project Sources, Uses of Funds, and Reimbursement.**

- a. The State has authorized the total amount of grant award from the fund as shown in Attachment B, Amount of Grant Award and Funding Commitments, which is attached to this agreement. The expected cash contributions from the State, the County, or other parties are shown in Attachment B. The State will reimburse only for allowable project costs for this program in accordance with 43 TAC § 15.192. The County must be in compliance with the requirements of this agreement to receive reimbursement of project costs.
- b. The County shall submit monthly billing statements or a statement that no construction or maintenance work was performed during the previous month, in accordance with procedures defined by the State, accompanied by a certification of work performed during the previous month. Along with the billing statements submitted by the County, it shall submit copies of all paid invoices and/or force account documentation. Within thirty (30) days of receipt of a complete billing statement and supporting documentation, the State will reimburse the County.
- c. The County shall not commence construction of a funded transportation infrastructure project prior to receipt of written approval from the State in accordance with procedures defined by the State.
- d. If the County commences performance on a transportation infrastructure project but fails to complete the project, the State may seek reimbursement of all money received by the County for that individual transportation infrastructure project.
- e. For each transportation infrastructure project located on the State highway system, the County shall contribute to the State (from the amount awarded to the County from the fund and the County's matching funds) an amount equal to the allowable costs incurred by the State for that project, such as inspection of the project and any other indirect State costs.
- f. The County may submit in writing to the State a proposed amendment during the term of this agreement changing the order of projects on its List of Transportation Infrastructure Projects or identifying additional project(s) or extended limits on an approved project that contains all information required by rule for that project. If funds are available within the amount awarded to the County, the State may execute the proposed amendment allowing the County to use the available funds in the revised order, for the additional project(s), or for extended limits on an approved project in the County.
- g. 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

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or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**5. Project Responsibilities.** The County is responsible for all aspects of the work constituting this Project or projects appearing on the list provided by the County unless otherwise indicated in this agreement. In order to obtain reimbursement for eligible expenses from the State, the County shall certify to the State in accordance with procedures defined by the State that it has complied with all program requirements and applicable federal, state, and local laws and regulations.

**6. Final Inspection.** The County shall perform final inspection and acceptance of each transportation infrastructure project when it is complete. The County shall send a copy of a document evidencing inspection and acceptance of the project to the State within thirty days after the inspection is completed.

**7. Right of Way and Real Property Acquisition.** The County shall comply with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601et seq.

**8. Suspension.** If the State determines that the County has not been complying with 43, TAC, Part I, Chapter 15, Subchapter O, the State may prohibit the County from continuing with all projects on the List of Transportation Infrastructure Projects until the County complies.

**9. Termination of this Agreement.** This agreement shall remain in effect until the transportation infrastructure projects identified in the most current List of Transportation Infrastructure Projects with concurrence from the State are completed and accepted by all parties, or:

- a. the Agreement is terminated in writing with the mutual consent of the parties;
- b. the Agreement is terminated because the County has breached the agreement for Failure to Comply, as stated in Paragraph 16; or
- c. a period of five years has passed since the anniversary date of the grant award to the County.

**10. Environmental Permitting and Regulatory Issues.**

- a. The County must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
- b. The County is responsible for coordination and environmental clearance.
- c. The County is responsible for identification and assessment of any environmental problems associated with the project(s) and for the cost of any environmental problem's mitigation and remediation.
- d. The County is responsible for providing any required public meetings or public hearings for assessing and mitigating environmental issues.
- e. The County shall provide the State with written certification by a qualified professional that all identified environmental problems have been remediated and that all required permits and clearances from appropriate regulatory agencies have been obtained.

**11. Compliance with Texas Accessibility Standards and ADA.** The County shall ensure that the plans for and the construction of the transportation infrastructure projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Texas Government Code, Chapter

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469, Elimination of Architectural Barriers. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.). The County shall provide written certification to the State of compliance, or non-applicability, for each transportation infrastructure project.

**12. Project Maintenance.** The County shall maintain any roadway on the County system constructed under this Agreement after completion of the proposed work.

**13. Historically Underutilized Business (HUB) Program Requirements.** The County shall comply with all applicable requirements of the Comptroller of Public Accounts (CPA) Historically Underutilized Business (HUB) Program.

**14. Grant Management Standards.** The County must comply with the Uniform Grant Management Standards promulgated by the Office of the Governor under 34 TAC Part 1, Chapter 20, Subchapter I – Comptroller.

**15. Certification.**

Within sixty (60) days after the completion of a listed transportation infrastructure project, the County must submit a written certification to the State in accordance with procedures defined by the State that it has complied with the requirements for this grant awarded under 43 TAC, Part 1, Chapter 15, Subchapter O, including a certification that the project has been constructed in accordance with all applicable requirements, laws, rules and requirements. The Certification must describe the allowable costs for the project and the amount reimbursed from the fund.

**16. Failure to Comply.**

- a. If the State determines that the County has not complied with one or more material requirements of the grant rules, the State may prohibit the County from participating in the program.
- b. The prohibition from participating may continue until the State determines that the County has complied with all material requirement of the applicable rule.
- c. The State may remove the County's project or projects from participation in the program if the project(s) is not let or begun as force account work within three years of the execution of this agreement or within another reasonable period agreed to by the State and the County.
- d. Prior to exercising any remedies above or the remedy regarding reimbursement in 4.d., the State will provide a written notice to the County identifying the applicable requirement and specifying the failure to comply.
- e. The County may respond in writing to the State with a reasonable schedule for the County's timely compliance with the applicable requirement, or if compliance is not practical, with an alternative proposal that is acceptable to the State. Should the County fail to deliver an acceptable response to the State within thirty days after the date that the County received the notice, the State may proceed with the applicable remedies allowed by rule.

**17. Amendments.** An amendment to this agreement must be in writing and executed jointly by the State and the County.

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**18. Remedies.** This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

**19. Notices.** All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the party at the following addresses:

County:	State:
<u>County of Jefferson</u>	<u>Texas Department of Transportation</u>
<u>County Judge</u>	<u>Director – Contract Services</u>
<u>P.O. Box 4025</u>	<u>125 E. 11<sup>th</sup> Street</u>
<u>Beaumont, TX 77704</u>	<u>Austin, Texas 78701-2483</u>

All notices shall be deemed given on the date delivered or deposited in the regular mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and the request shall be honored and carried out by the other party.

**20. Legal Construction.** In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

**21. Responsibilities of the Parties.**

- a. The State and the County agree that neither 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.
- b. To the extent permitted by law, the County agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the County, its contractors, subcontractors, agents and employees, and from any claims or amounts arising or recovered under the Workers' Compensation Laws; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
- c. The parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the parties are engaged in a joint venture or enterprise, then the County agrees to pay any liability adjudicated against the State for acts and deeds of the County, its employees or agents during the performance of this Project.

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- d. ***The County shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting any claim or liabilities which may be imposed on the State as a result of activities by the County, its agents, or employees.***
- e. ***Should the County's transportation infrastructure project require the County or its contractor to perform any work on State right of way, the County, by contract, shall require each:*** (1) contractor and subcontractor it may hire to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) ***contractor it may hire to indemnify and hold harmless the County and the State from all claims, liability, and damages resulting from the contractor's performance under a contract to do work.***
- f. If at any time after the award of funding to the County for any approved infrastructure project the County receives other funding for the work or uses other County funding for the work, the County shall notify the State of that fact within 45 days after becoming aware of the new funding. The State may, in its discretion, reduce the amount of the grant award to the County by the amount received from the other source.

**22. Ownership of Documents.** Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the County shall be made available to the State upon request by the State. The originals shall remain the property of the County.

**23. Compliance with Laws.** The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, permitting requirements, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the County shall furnish the State with satisfactory proof of this compliance.

**24. Sole Agreement.** This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

**25. Retention of Records and Inspection.** The County shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The County shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include, but not be limited to, diaries, materials received (invoices), test reports, manufacturer's certificates, warranties, change orders, and time extensions. The County shall make those materials available to the State or its duly authorized representatives for verification, review, and inspection at its office during the contract period and for seven years from the date the final payment is received by the County or until any impending litigation or claims are resolved.

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**26. Signatory Warranty.** Each signatory warrants that the signatory has the necessary authority to execute this agreement on behalf of the entity represented.

**Each party is signing this agreement on the date stated under that party's signature.**

**THE COUNTY**

DocuSigned by:

*Jeff Branick*

C3765515EACE432...

Signature

Jeff Branick, County Judge

Printed Name and Title

8/17/2020

Date

**THE STATE OF TEXAS**

DocuSigned by:

*Kenneth Stewart*

F1CDA80FDB8C486...

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Title

8/18/2020

Date

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## **ATTACHMENT A**

### **Resolution or Ordinance**



# Resolution

STATE OF TEXAS

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§

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 4th day of August, 2020, on a motion made by Everette Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, the Jefferson County Commissioner's Court approves entering into the County Transportation Infrastructure Fund Grant Agreement (Agreement) with the Texas Department of Transportation (TxDOT); and

WHEREAS, the County Judge is authorized to sign the Agreement; It is further approved that the County Engineer is hereby designated as the County Authorized Representative to coordinate efforts with TxDOT and is authorized to sign and file all necessary documents to ensure compliance with the Agreement; and

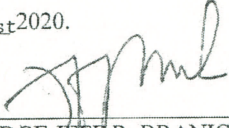
WHEREAS, Jefferson County applied for grant funds under the County Transportation Infrastructure Grant Program and the Texas Department of Transportation (TxDOT) awarded Jefferson County with a total eligible grant award of \$353,148; and


WHEREAS, before receiving any allowable reimbursements from the eligible grant amount, Jefferson County must enter into a grant agreement with TxDOT.

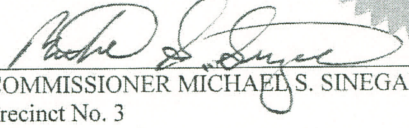
NOW THEREFORE BE IT RESOLVED, that the Jefferson County Commissioners Court authorizes the County Judge to execute the County Transportation Infrastructure Fund Grant Agreement.


BE IT FURTHER RESOLVED, that the Jefferson County Commissioners Court authorizes the County Engineer to sign all invoices, certifications, and any other necessary documentation related to the County Transportation Infrastructure Grant Program.


SIGNED this 4th day of August 2020.

  
JUDGE JEFF R. BRANICK  
County Judge

  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



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## ATTACHMENT B

### Amount of Grant Award and Funding Commitments

County of: Jefferson

Amount of Grant Funds Awarded by State: \$ 353,148

Minimum amount of County Matching Funds\*: \$ 88,287

\* The State Share will be 90% for those counties determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 10% county matching funds. The State Share will be 80% for those counties not determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 20% matching funds.

**AGENDA ITEM****August 25, 2020**

Receive and file executed Abatement Agreement between Jefferson County and WTS USA, Inc. for Project Clear pursuant to Texas Tax Code Sec. 312.401.

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**AGENDA ITEM****August 4, 2020**

Consider, possibly approve, authorize the County Judge to execute, receive and file and file a Property Tax Abatement Agreement between Jefferson County and Suez WTS USA, Inc. for Project Clear pursuant to Sec. 312.401, Texas Tax Code.



STATE OF TEXAS

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§

COUNTY OF JEFFERSON

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### 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 “Suez” or “OWNER”).

#### 1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Suez WTS USA, Inc.-Project Clear Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated May 26, 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 the modernization and expansion of the Suez WTS CMS Beaumont facility 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, generally described as being within Jefferson County Precinct 1, 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 SUEZ WTS USA, INC. 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 a 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, 2021 and shall terminate on December 31, 2024, 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 first quarter, 2021, retain a level of not less than 60 jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of June 1, 2020 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, or force majeure events during the term of this AGREEMENT as long as such employment levels do not fall below 60 jobs for total on site employment by owner during said term. In the event that such employment falls below 60 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 = initial Abatement \$s  
 A2 = revised Abatement \$s  
 E1 = 60 full-time jobs  
 E2 = 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 \$40 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 to project to qualified local contractors to enable them to submit bids for materials in the early 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 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
- o. 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 AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors.

## 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, 2021 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. TERMINATION**

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days’ written notice to the COUNTY.

## **13. 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.

## **14. 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.

## **15. 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:** Mr. Joseph J. Devine  
Vice-President, Taxes  
4636 Somerton Road  
Trevose, PA 19053

With a copy to: Mr. Steve Quataert  
Managing Partner – Affinity  
P.O. Box 51049  
Fort Myers, FL 33994

**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

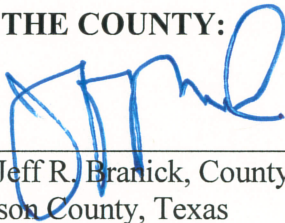
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

## 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 Aug., 2020.

**FOR THE COUNTY:**



Hon. Jeff R. Branick, County Judge  
Jefferson County, Texas

**FOR OWNER:** \_\_\_\_

Mr. Joseph J. Devine  
Vice-President, Taxes  
Suez WTS USA, Inc.

### 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

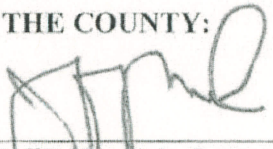
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

### 20. SEVERABILITY

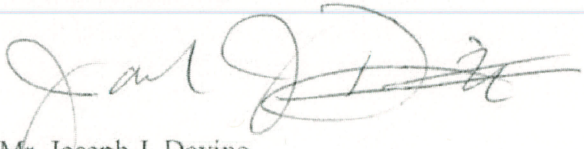
In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT 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 4th day of Aug, 2020.

FOR THE COUNTY:

  
\_\_\_\_\_  
Hon. Jeff R. Branick, County Judge  
Jefferson County, Texas

FOR OWNER: \_\_\_\_\_

  
\_\_\_\_\_  
Mr. Joseph J. Devine  
Vice-President, Taxes  
Suez WTS USA, Inc.

### **EXHIBIT A “Description of Project”**

The proposed project is for the modernization and expansion of the Suez WTS CMS Beaumont facility. The project includes various process capacity, reliability, infrastructure, and safety updates.

Significant components of the facility would include:

**“Tax Abatement Schedule”**

<b>Tax Year</b>		<b>Abatement Percentage</b>
0	2020	0%
1	2021	100%
2	2022	90%
3	2023	80%
4	2024	70%

**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.

Tax Year 2020 certified appraisal is pending.

**EXHIBIT C – “Reinvestment Zone”**

**EXHIBIT D – “List of HUB/ DBE Companies”**

**See Attached**

**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**

Insert affiliate entities

**AGENDA ITEM****May 26, 2020**

Consider and possibly approve an Order establishing the Suez WTS USA, Inc.-Project Clear Reinvestment Zone, Pursuant to Sec. 312.401, Texas Tax Code.

STATE OF TEXAS                   §         IN THE COMMISSIONERS COURT

COUNTY OF JEFFERSON          §         OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS  
DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312. 401 OF THE TAX CODE  
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 26<sup>th</sup> day of May, 2020 on motion made by M. Sinegal, Commissioner of Precinct No 3, and seconded by E. Alfred, Commissioner of Precinct No 4, the following Order was adopted.

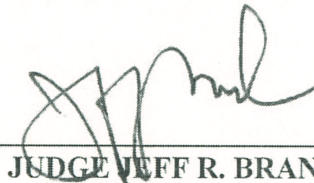
WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the Suez WTS USA, Inc. - Project Clear facility in Beaumont, TX a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

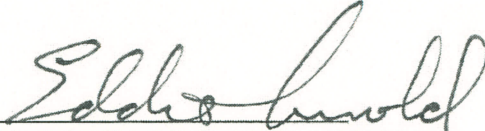
IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON  
COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby designates the property, 10658 Highway 90, Beaumont, TX (mailing purposes only), Jefferson County, Texas 77705, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")
- Section 2. That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas.
- Section 4. That the Commissioners Court held a public hearing to consider this Order on the 26 day of May, 2020.
- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement.
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community.
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

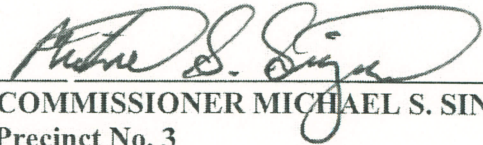
SIGNED this 26<sup>th</sup> day of May, 2020.



JUDGE JEFF R. BRANICK  
County Judge



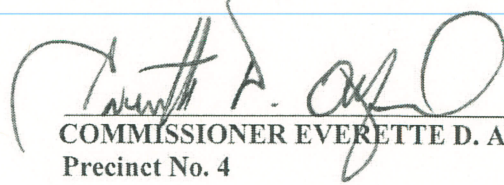
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

ABSENT

COMMISSIONER BRENT A. WEAVER  
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



## Minority Business Directory

**\* Indicates certification as a HUB/DBE has been obtained**

### **Accountants/ Certified Public**

ComPRO Tax  
Denise White  
2720 N. 11<sup>th</sup> Street  
Beaumont, TX 77703  
Tel: 409-924-7777  
Fax: 409-924-0610  
Website: [www.comprotax.com](http://www.comprotax.com)

Fedric Zeno, Sr.  
ComPRO Tax, Inc.  
2905 Laurel Ave.  
Beaumont, TX 77703  
Tel: 409-832-1099  
Fax: 409-832-2108  
Home: 409-840-5129  
Email: [zenoandassociate@aol.com](mailto:zenoandassociate@aol.com)

Gayle Botley  
Botley & Associates, CPA's  
Tel: 409-833-8757

Joanne Spooner  
South Park ComPRO Tax  
4390 Highland Avenue  
Beaumont, TX 77705  
Tel: 409-832-8299  
Fax: 409-832-1661  
Website: [www.comprotax.com](http://www.comprotax.com)

\*Stephanie Clark  
The Ann Group  
2700 Blanchette St. (01)  
Tel: 409-813-3696  
Fax: 409-813-3404  
Email: [sclark@theanngroup.com](mailto:sclark@theanngroup.com)

Mr. Yusuf Muhammad  
ComPRO Tax  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-832-3565  
Fax: 409-832-2252  
Website: [www.comprotax.com](http://www.comprotax.com)

Ms. Margaret Bostic  
That Too  
Tel: 409-842-6966

### **Advertising & Public Relations**

Jessie Haynes & Associates  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.haynespr.com](http://www.haynespr.com)

Texas Black Pages  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.texasblackpages.com](http://www.texasblackpages.com)

### **Agricultural**

Lloyd J. Hebert  
Cooperative Extension Program  
1295 Pearl St  
Beaumont, TX 77701  
Tel: 409-835-8461  
Cell: 409-351-1331

### **Air Conditioning Repair**

Big-O Air Conditioning & Heating  
1370 Lavaca  
Beaumont, TX 77705  
Tel: 409-833-4817  
Cell: 409-656-0827

J&W A/C Heating  
Ivory Joe Harris  
5465 Emerald Dr.  
Beaumont, TX 77705  
Tel: 409-842-2389

Jon D. Welch  
Coushatta  
P.O. Box 13071  
Beaumont, TX 77726  
Tel: 409-899-2552  
Email: [jon@coushatta-services.com](mailto:jon@coushatta-services.com)  
Website: [www.coushatta-services.com](http://www.coushatta-services.com)

LanLos Appliance & Air Conditioning Repair  
P.O. Box 5513  
Beaumont, TX 77726  
Tel: 409-724-4101

Villery's  
Refrigeration & Air Conditioning Service  
Tel: 409-838-2233

**Barbecue/ Caterers**

Charlie Dean  
Dean's Bar-B-Q & Catering  
805 Magnolia  
Beaumont, TX 77701  
Tel: 409-835-7956

Eugene Sam  
Tillmans Barbecue Pit  
1104 Sherman St  
Beaumont, TX 77701  
Tel: 409-838-5592

Gerard's Barbecue Diner  
3730 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-9135

Jack Patillo Barbecue  
2775 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-833-3154

Leonard Broussard  
Broussard's Bar-B-Q  
2930 S. 11<sup>th</sup> Street  
Beaumont, TX 77701  
Tel: 409-842-1221

\*Mouton's Catering  
3845 Washington Blvd  
Beaumont, TX 77705  
Tel: 409-842-4933

**Carpet/ Flooring**

\*Alton & Michelle Babineaux  
 Bab's Carpet  
 4940 Highland Ave.  
 Beaumont, TX 77705  
 Tel: 409-833-7484  
 Fax: 409-790-4218

Delores Fruge  
 Power Stretch Carpet  
 502 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
 Home: 409-832-8626  
 Cell1: 409-617-1862  
 Cell2: 409-338-9907  
 Fax: 409-833-3230

Raymon and Sharonne Morris  
 Morris and Morris Floor Covering  
 4515 Ironton  
 Beaumont, TX 77703  
 Home: 409-833-5011  
 Tel: 409-553-9861

**Computer Service & Repair**

Chris Martin  
 601 Woodworth  
 Port Arthur, TX 77642  
 Tel1: 409-982-3528  
 Tel2: 409-982-3529

David Leaven / Marcus Frank  
 F & L Computer Solutions  
 P.O. Box 328-A  
 Winnie, TX 77665  
 Tel: 409-351-1256

**Consultant**

Felicia Young, Owner  
 Five Star Business Solutions  
 Tel: 409-466-6038

**Contractors /Construction Services/Community Development/  
Home Builders**

Al Armstrong  
SEATECH  
3227 Highland Ave  
Beaumont, TX 77701  
Tel: 409-350-5620

Albert Ceaser  
CMM Construction  
Tel 409-842-1250

Arthur Limbrick, Sr.  
Lim Construction, Inc.  
Commercial & Residential Building  
4935 Fannett Road  
Beaumont, TX 77705  
Tel: 409-842-9765  
Fax: 409-842-9141  
Cell: 409-338-0832

\*Bruce's General Construction, Inc.  
1175 Reynolds Rd  
Beaumont, TX 77707  
Tel: 409-866-6245

Celestine's Construction  
510 Palm St.  
Beaumont, TX 77705  
Tel: 409-832-1342

*Christene Sonnier	
Coastal Industrial Services, Inc.	
P.O. Box 158	205 West Hwy 365, Ste. A
Port Neches, TX 77651	Port Arthur, TX 77640
Tel: 409-736-3797	Fax: 409-736-2270
Cell: 409-728-5072	Email: <a href="mailto:www.coastaltxs@aol.com">www.coastaltxs@aol.com</a>

Cornelius Harris  
Alamo Contractors

Don LaFleur  
Don LaFleur Construction & Homes  
5681 Eastex Freeway  
Beaumont, TX 77708  
Tel: 409-347-0593

Donald Ray Wise

Wise Barricades  
Tel: 409-835-5113

Eddie Senigaur  
Senigaur Home Builder & General Contractor  
3196 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-842-5220  
Fax: 409-842-2983

Jerry Ball- VP  
EnviroTech Services LLC  
Southeast Texas Division  
3024 Commerce St.  
Port Arthur, TX 77642  
Tel: 409-790-5910  
Toll Free: 800-286-3695  
Email: [jerry.ball@osfinc.net](mailto:jerry.ball@osfinc.net)

\*Joshua Allen  
J. Allen contractors, Inc.  
Tel: 409-833-8947  
Email: [office@jallenmgmt.com](mailto:office@jallenmgmt.com)

Lloyd Broussard  
EnviroTech Services, LLC  
4002 Caroline Street  
Houston, TX 77004  
Tel: 713-551-6671

Ernestine Wade  
Gulf Coast Industrial Contractors, Inc.  
Tel: 409-842-1522

Joe Wheaton  
Joe Wheaton Construction Co.

Johnny Casmore  
Builders, Inc.  
7295 Ellen Lane  
Beaumont, TX 77708  
Tel: 409-892-2223  
Fax: 409-466-1251

Joseph D. Deshotel  
DEZ-TEX Construction, Inc.  
Tel: 409-842-4844

\*Kenny Timms  
 KT Maintenance  
 Tel: 409-982-9952  
 Email: [Kenny.tims@ktmaintenance.com](mailto:Kenny.tims@ktmaintenance.com)

Mr. Vories Lornette, Sr.  
 Faith Construction  
 Tel: 409-794-2615

Mr. Matt Hopson  
 Southeast TX Community Development  
 1460 Gladys  
 Beaumont, TX 77701  
 Tel: 409-835-7527  
 Fax: 409-835-1680  
 Email: [mhopson@setcdc.org](mailto:mhopson@setcdc.org)

Mrs. Antoinette J. Hardy  
 Beaumont Community Development  
 505 E. Florida  
 Beaumont, TX 77705  
 Tel: 409-813-2158  
 Fax: 409-813-2165  
 Email: [ahardy1969@yahoo.com](mailto:ahardy1969@yahoo.com)

Ms. Mary Randall  
 J&M construction  
 Tel: 409-842-0967

Naomi Lawrence-Lee  
 CNB Development Group  
 Tel: 409-767-8037  
 Email: [nlee@cnbhomes.com](mailto:nlee@cnbhomes.com)

Ories Holmes  
 Ories Holmes Construction  
 Tel: 409-842-3943

Paul Buxie  
 Buxie Builders  
 Tel: 409-833-2028

Perkins brown  
 Brown Fencing & construction  
 Tel: 409-833-1533

R. Anthony Lewis II  
 Custom Home Design & Building  
 Tel: 409-839-4735

Ray Marsh  
 RAM Contracting Services  
 Tel: 214-597-0541  
 Email: ray@rammep.com

Richard Gilbert / Bruce Dunbar  
 Owner / Superintendent  
 GP Realty Building Co.  
 648 Orleans  
 Beaumont, TX 77701  
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 GP Industrial Contractors, Inc.  
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**Lawn Care**

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Sonny Perkins  
 Sonny's Video  
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 Tel: 409-832-9380

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Charles chevis  
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 Tel: 409-842-0490

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 KFDM 6 & WB 10 KWBB  
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 Fax: 409-892-7305  
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 Spotlight Magazine  
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 Beaumont, TX

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The Invisible Armor  
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 Tel: 409-842-5106  
 Bernard Simon

Mirror Shine & Shoe Repair  
657 Park  
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**AGENDA ITEM****August 25, 2020**

Consider, possibly approve, receive and file CDBG-DR Hurricane Harvey Voluntary Buyout Guidelines.



**CDBG-DR Hurricane Harvey  
Voluntary Buyout Guidelines**

**Jefferson County, Texas**  
**CDBG-DR Hurricane Harvey**  
**Voluntary Buyout Guidelines**

**SECTION 1: GENERAL**

**1.1 Background**

Hurricane Harvey was a Category 4 hurricane that made landfall on Texas and Louisiana in August 2017, causing catastrophic flooding and many deaths. It is tied with 2005's Hurricane Katrina as the costliest tropical cyclone on record, inflicting \$125 billion (2017 USD) in damage, primarily from catastrophic rainfall-triggered flooding in the Houston metropolitan area and Southeast Texas.

In a four-day period, many areas received more than 40 inches (1,000 mm) of rain as the system slowly meandered over eastern Texas and adjacent waters, causing unprecedented flooding. With peak accumulations of 60.58 in (1,539 mm), in Nederland, Texas, Harvey was the wettest tropical cyclone on record in the United States. The resulting floods inundated hundreds of thousands of homes, which displaced more than 30,000 people and prompted more than 17,000 rescues.

Jefferson County estimates that over 80% of its housing units were impacted or severely damaged. Based on FEMA Individual Assistance (FEMA-IA) data over 13,000 households applied for assistance and of those, 643 households fell under the renter category. The total loss to housing according to FEMA-IA was \$45,929,034.46.

The latest NOAA damage estimate from Harvey statewide is \$125 billion. As a result, Congress through HUD (Department of Housing and Urban Development) and GLO (Texas General Land Office) authorized \$5.024 billion in Round 1 of disaster recovery funds for the State of Texas.

Among the eligible activities for those funds, HUD has authorized the use of Voluntary Acquisition programs. Voluntary acquisition programs accomplish the following: (1) reduce the risk to homeowners from the effects of subsequent disasters, (2) assist in the recovery of low- and moderate-income households, and (3) protect taxpayer resources that might otherwise be needed after a disaster in the same area (80FR 72102).

**1.2 Buyout Program (General)**

Voluntary buyout programs support hazard mitigation, floodplain management goals, and resiliency by removing homeowners from the floodplain to minimize the possibility of future flooding to the home. The Jefferson County voluntary buyout program will not provide incentives to households who return to disaster-impacted floodplains. The SETRPC (South East Texas Regional Planning Commission) Method of Distribution (MOD) finalized August 2018 allocated \$2,651,308.80 to Jefferson County to fund HUD-qualified voluntary buyout projects.

After homes are purchased, the structures are demolished, and the property will follow any of the below requirements:

1. Any property acquired, accepted, or from which a structure will be removed pursuant to the project will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or floodplain and wetlands management practices.
2. No new structure will be erected on property acquired, accepted, or from which a structure was removed

under the acquisition or relocation program other than: (a) A public facility that is open on all sides and functionally related to a designated open space (e.g., a park, campground, or outdoor recreation area); (b) a rest room; or (c) a flood control structure, provided that structure does not reduce valley storage, increase erosive velocities, or increase flood heights on the opposite bank, upstream, or downstream and that the local floodplain manager approves, in writing, before the commencement of the construction of the structure.

3. After receipt of the assistance, with respect to any property acquired, accepted, or from which a structure was removed under the acquisition or relocation program, no subsequent application for additional disaster assistance for any purpose or to repair damage or make improvements of any sort will be made by the owner of the buyout property (including subsequent owners) to any Federal entity in perpetuity.

As this project is a buyout program as defined by HUD and the TX GLO in the State of Texas Plan for Disaster Recovery: Hurricane Harvey- Round 1, it does carry the open space deed requirements post-property acquisition and does require strategic acquisition of contiguous parcels of land for uses compatible with open space, recreational, natural floodplain functions, other ecosystem restoration, or wetlands management.

The purpose of the County's Buyout Program is to assist up to twenty (20) single family owner occupied or non-owner occupied households relocate outside of floodplains or floodways, to assist with moving/relocation expenses and to provide incentives, relocation assistance and down payment assistance to encourage eligible families to relocate to safe, decent and affordable housing in low risk areas of the County.

### 1.3 National Objective

The Voluntary Buyout Program is structured to meet one of two (2) National Objectives.

**LMHI- Low-Moderate Housing Incentive:** It will accomplish this by serving qualified residents from lowest-income households first, then continuing up the household income scale until funds are extinguished. It is anticipated that 80% of the funds will be utilized to acquire and assist relocation of qualified Low-Moderate Income households.

**LMA- End use of property** provides a benefit to an area determined by census data or household income survey to consist of primarily low to moderate income households.

The CDBG-DR Buyout Program will principally provide assistance to those households meeting the LMI objective. When the Property owner does not meet the definition of the LMI Objective, eligibility for assistance will be provided through the Urgent Need Objective.

In determining income, the program will use the most recent signed federal income tax returns (e.g., IRS Forms, 1040, 1040A or 1040EZ).

If one or all household members do not have an IRS tax return, or the income situation has changed since the tax return(s) was filed, any of the following applicable documents must be presented for every household member that is 18 or older:

- Minimum of three current and consecutive months of check stubs (if the household member is paid monthly)
- Minimum of four current and consecutive check stubs (if the household

member is paid weekly, bi-weekly or bi-monthly)

- Pension statement showing current monthly or yearly gross amount
- Social Security statement or IRS Form 1099
- Unemployment statement
- Certification of Zero Income Form
- Completed Household Income Worksheet and Certification

Under the disaster recovery federal regulations, HUD has determined that an urgent need exists within the Presidentially Declared counties. An urgent need exists because existing conditions pose serious and immediate threat to health/welfare of community, the existing conditions are recent or recently became urgent (typically within 18 months), and the County or state cannot finance the activities on its own because other funding sources are not available. All Property owners which cannot meet the LMI National Objective will be placed into the Urgent Needs category.

The U.S. Department of Housing and Urban Development has established the requirement that 70% of the aggregate of CDBG-DR funds be utilized for the benefit of the low and moderate-income population in the impacted area. The U.S. Department of Housing and Urban Development has indicated they will only consider a waiver to this requirement if it can be adequately demonstrated that the needs of the low- or moderate-income population within the impacted area have had their needs sufficiently addressed or potentially if the impact is less than 70% low- or moderate-income persons. As a result, the County will prioritize LMI applicants and provide ongoing monitoring to ensure that 70% of the allocation is used benefiting LMI households. If the County determines that the impacted population eligible for acquisition assistance does not have enough LMI households to meet the 70% LMI requirement, the County will seek a waiver from the GLO and provide supporting data with its waiver request.

## **SECTION 2: ELIGIBILITY AND APPLICATION**

### **2.1 Eligibility Test**

Applications must meet following prerequisites in order to be considered for voluntary buyout:

- Structure must be inside a floodplain or floodway,
- Property owner must be able to provide documented proof of impact from Hurricane Harvey at the property,
- Property owner agrees to voluntarily participate,
- Structure must be a Single-Family Owner Occupied or Non-Owner Occupied, including adjacent lot. Residence status will be verified with the Jefferson County Appraisal District and property tax homestead exemption records; and
- Applicant is current on their tax accounts and child support payments; tax account files will be verified with the Jefferson County Appraisal District and child support documentation will be verified with the Texas Department of Health & Human Services to ensure affirmative status.

Applications that meet all the prerequisites will be ranked and prioritized based on the percentage of household income in relation to area median household income. In the event of a tie, the following criteria will be used in individual determinations as suggested in the GLO's

#### Hurricane Harvey Disaster Recovery Housing Guidelines (updated September 19, 2018):

- 1) Households with members under the age of 18 (minors),
- 2) Female heads of household,
- 3) Elderly & disabled households, and
- 4) Military veterans in the household

Note if the intake process contradicts the Affirmatively Furthering Fair Housing review conducted for this program, further prioritization or outreach may occur.

#### 2.2 LMI Eligibility

Income levels will be established for all homeowners. Although low income homeowners will be given priority, it is not necessary to be low income to qualify for this program. HUD publishes these AMFI levels annually, and eligibility will be based on the most recently published HUD income limits. This program will verify income received by all household members using the Internal Revenue Service (IRS) Form 1040 series method. Documents used in verifying household income must be current as of the date the application is signed.

Income sources include but are not limited to the following:

- Tax Return
- Wages
- Benefits (Social Security, Pension or Retirement, Annuity)
- Self Employed/Business Income
- Rental Income
- Unemployment
- Alimony/Spousal Support/Maintenance
- Other potentially taxable income
- Lump sum or on time potentially taxable receipts (capital gains, lottery winnings etc.)

#### Method of Verification

##### IRS Criteria and Definitions

Taxable income is the gross income of an individual or corporation, less any allowable tax deductions. Your taxable income is the amount of your income that is subject to income tax, as defined in the Internal Revenue Code Section 63. Jan 23, 2012.

A household is considered LMI if their income is less than 80% of the area median income. Income eligibility will be determined using Area Median Income (AMI) based on HUD Section 8 Housing Income Limits, adjusted for family size and verified following the GLO's Adjusted Gross Income Methodology. The methodology uses the previous year's filed tax return or tax return transcript for all household members to verify the household's annual income.

FY 2020 Income Limit Area	Median Family Income Explanation	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Beaumont-Port Arthur, TX HUD Metro FMR Area	\$67,500	Very Low (50%) Income Limits (\$) Explanation	23,650	27,000	30,400	<b>33,750</b>	36,450	39,150	41,850	44,550
		Extremely Low Income Limits (\$) * Explanation	14,200	17,240	21,720	<b>26,200</b>	30,680	35,160	39,640	44,120
		Low (80%) Income Limits (\$) Explanation	37,800	43,200	48,600	<b>54,000</b>	58,350	62,650	67,000	71,300

A committee will be formed comprised of County staff and consultants for the purpose of eligibility determinations and case management. Attention will be placed on uniform and consistent documentation materials and criteria used to make determinations.

#### Determining Household Composition

All persons living in the household are part of the household unless they are specifically excluded.

##### Included persons:

- Head of household, spouse, or co-head of household
- Dependents
- A dependent is never the head, spouse, or co-head. A dependent is a family member who is under 18 years of age, disabled or a full-time student.
- Prison inmates, if scheduled to be released within 12 months
- Children in joint custody, if in home at least 50% of the time or more
- Military personnel, but only if head, spouse, or co-head. Combat/Hazard pay should not be counted as income
- Temporarily absent family members. Gross income and income from assets of temporarily absent family member must be counted in household income, regardless of the amount of income the absent member contributes to the household.
- If a homeowner is separated from their spouse, the homeowner's application will be used as proof that the estranged spouse is permanently absent from the household.

##### Excluded persons:

- Live-in aides
- Children of live-in aides
- Foster Children
- Foster Adults

### Proof of Ownership

The homeowner must be an individual who owns the home to be demolished or vacant lot(s) in which a home once stood during Hurricane Harvey, that are to be purchased by Jefferson County. Ownership can be documented as follows:

- A valid deed of trust or warranty deed that is recorded in Jefferson County
- Statement of Ownership and Location (for Mobile Home Units)

Lien's on MHU properties - If a homeowner owns a mobile home and there is a lien on the property, your case manager will work with the property owner to ensure that the lien is transferred properly (if one is in place with the mortgage company). The MHU needs to be "perfected" and made a real property showing that is fixed to the lot. The wheels and axle need to be removed, and a statement of location needs to be in place from TDHCA. Once this is done, the lender can transfer the lien from the mobile home to the new property.

Title clearance is a necessary component of any traditional real estate transaction. The County will only purchase properties that have clear title as determined by its procured title company. It is the responsibility of the property owner to assist the title company with obtaining clear title. In some cases, the County predicts that applicants will have to obtain legal assistance from private attorneys or pro-bono legal aid organizations. The cost of these legal services is at the expense of the property owner(s). If an applicant is unable to clear title within a reasonable amount of time, the Buyout Program may determine that they are ineligible for assistance. In these cases, the County will establish the closing deadline at least 90 days in advance and inform the property owner with a documented phone call and certified mailing.

### Property Taxes

Homeowner must furnish evidence that property taxes are current, have an approved payment plan, or qualify for an exemption under current laws. Homeowner must prove that property taxes have been paid or that one of the following alternatives have been met:

- The homeowner qualified for and received a tax deferral as allowed under Section 33.06 of the Texas Property Tax Code
- The homeowner has entered a payment plan with the applicable taxing authority.
- Support documentation verifying the tax deferral or tax exemption must be provided by the homeowner. Any homeowner that enters a payment plan must supply a signed copy of the payment plan from the applicable taxing entity along with documentation that they are current on their payment plan.

### Duplication of Benefit (DOB) Review

Each homeowner's application will be reviewed to determine if previous funding was appropriately used on the home. The homeowner must have an unmet need to move forward in the program. The County will determine the homeowner's unmet needs first prior to calculating the homeowner's DOB. Homeowner must provide insurance, FEMA, SBA, and any other type of funding documentation for funds that were received. Additionally, the County/Grant Administrator will verify that the submitted data is accurate to the best of their

abilities (e.g. validate against FEMA data).

Using the GLO's DOB Calculation Form, if the prior assistance received exceeds the documented repairs, this calculated amount becomes the DOB amount. The Case Manager will identify any possible Duplication of Benefits and discuss with homeowner.

As part of the Buyout process, homeowners will be required to sign a subrogation agreement. The subrogation agreement will require that the homeowner pay back funds if he/she receives any future disaster assistance for the same reason. Future assistance could include funds from an insurance company if the homeowner is in current litigation and later receives funds from the claim.

Applicants participating in the Program are not eligible to receive an offer if they are involved in litigation or any other process that will change their duplicative benefits. Applicants will sign a subrogation agreement indicating that they will repay any funds they received deemed to be duplicative after their Program real estate closing. To avoid this and the costs involved in the subrogation process, the County will not purchase any homes that are subject to an ongoing insurance settlement case or legal action. The deadline for litigation settlements that could impact duplication of benefits is October 30th, 2020.

#### Child Support

All homeowners and other members of their household must be current on payments for child support. If any member of the household is not current on child support, that member will be required to enter a payment plan which will be obtained from the Office of Attorney General (OAG). A copy of the payment plan signed by all applicable parties along with documentation demonstrating they are current on their payment plan must be supplied. Each homeowner will be asked to sign an affidavit regarding child support.

#### Damage assessment

All homes must be assessed to verify that it was damaged, or a hazard is presently caused from the event. A damage assessment report along with pictures will be required for each application. Please refer to the GLO's Damage Assessment Guidelines.

For buyout activities, the homeowner must demonstrate that damage or destruction to the home occurred or a hazard currently exists as the result of the DR-4332 disaster event. All verification methods are subject to Jefferson County approval. Disaster damage can be documented by the following source documentation:

- FEMA, SBA or Insurance award letters

If the above-referenced documentation is not available and/or if a homeowner was denied assistance by FEMA, assistance through the DR-4332 Buyout Program may still be available. Homeowners are not solely ineligible based on a denial by FEMA. Time stamped photos provided by homeowners, neighborhood level media reports, or documentation done by disaster relief organizations may be utilized to determine that the damage was caused by the event. As a last resort, a Damage Assessment complete with photos of the damage and a written assessment of the damage by each photo taken must be performed and conducted by a certified or licensed inspector

(HQS, TREC, or similar license). This inspection must be completed in accordance with GLO's Damage Assessment Guidelines and must be supplied by Jefferson County as the GLO subrecipient that certifies the damage occurred as a result of the event. If proof of event damage is inconclusive, Jefferson County must provide alternative evidence to GLO prior to approval of any assistance.

#### Environmental Review

An environmental review must be performed on the property prior to federal funds being committed by Jefferson County (24 CFR Parts 50, 58, 574, 582, 583, and 970). No commitment or disbursement of funds will occur prior to the completion of this review. The environmental review should document compliance with 24 CFR Part 58 and all related laws, authorities and executive orders. The CDBG-DR Program will not reconstruct or rehabilitate homes that have been determined to be in the floodway. Specific instructions concerning environmental requirements will be made available to all recipients, sub-recipients, or Contractors. CDBG disaster grant funding from HUD is contingent on compliance with the National Environmental Policy Act (NEPA) and related environmental and historic preservation legislation and executive orders. Accordingly, environmental review activities will be carried out for site contamination and demolition control and documented prior to commitment of funds.

HUD's Environmental Review Procedures allow grantees to assume environmental review responsibilities. In addition:

- The County will assume the role of the Responsible Entity (RE), responsible for undertaking compliance efforts for the Program.
- The GLO will submit any requests for release of funds directly to HUD for review and approval.
- The County will be responsible to perform the Environmental Review Records (ERRs) or contract out for a preparer of the ERRs.
- The County's Grant Administrator will conduct an environmental analysis and prepare compliance documentation in support of the broad and site-specific environmental reviews, utilizing a tiered approach, in accordance with GLO regulations.
- The County will review all environmental draft documents as outlined in the required documentation and sign all documents requiring RE or agency official signatures.
- A broad, or Tier 1, review must be completed before HUD will release funds and a site-specific, or Tier 2, review must be completed for a site before funds can be committed to that particular site. The site-specific analysis, consisting of the Site-Specific Checklist and supporting documentation will be completed by the Grant Administrator. The site specific ERRs will be reviewed and signed off by the County. Once these reviews have been completed there can be a commitment of funds.
- The Grant Administrator is responsible for working in good faith with the County where additional documentation may be necessary to resolve an outstanding environmental/historic preservation compliance factor.

The environmental review will be performed in two phases: a broad review and a site-specific review. Lead and asbestos testing will typically be reserved for the site-specific review. The Phase II ESA (site-specific review) serves as the first step in remediation for any property with contamination levels deemed unsafe.

If remediation activities are required for lead, the contractor will obtain the necessary waste permits along with enclosure materials and/or paint removal equipment. A certified abatement contractor will be procured. Warning signs will be posted; all residents and construction workers in the vicinity will be informed and protected from contamination at the time of remediation. Waste will be securely stored and disposed of upon completion of cleanup. A clearance examination will be performed by an independent party at least one hour after the completed cleanup. If clearance fails, cleanup and/or abatement work will be repeated for a subsequent examination. Residents will be notified of the nature and results of the abatement work. If unsafe levels of lead are determined to exist in the soil, soil abatement will be utilized in the form of soil removal and replacement or soil cleaning.

For asbestos, any building built prior to 1978 will require a qualified asbestos inspector to perform a comprehensive building asbestos survey to locate and assess any presence of asbestos. If there is asbestos and it is friable or damaged, HUD recommends it be removed. If it is not friable or damaged, HUD recommends it, at a minimum, be encapsulated.

Applicants will also need to complete the 58.6 checklist for the desired buyout property. This consists of questions regarding: National Flood Insurance Program participation, Coastal Barrier Improvement Act compliance, and Runway Clear Zones compliance.

The grant administrator will provide a narrative Environmental Report and any supporting documentation for the project. Failure to complete this environmental checklist (environmental review and 58.6 checklist) will impede the program's ability to receive funding from HUD.

#### Flood Insurance Verification/Requirements

Flood Disaster Protection Act of 1973 as amended and Sec. 582(a) of the National Flood Insurance Reform Act of 1994 - compliance with the legal requirements of Section 582(a) mandates that HUD flood disaster assistance that is made available in an Special Flood Hazard Areas (SFHAs) may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential or commercial property if: (1) the person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and (2) that person failed to obtain and maintain flood insurance as required under applicable Federal law on such property.

#### Project Closeout/Affordability Monitoring Requirements

Approved projects will require affordability note monitoring if the homeowner receives housing Incentive through the DR-4332 Acquisition Program. For activities that include housing Incentives, Jefferson County will set a budget to accommodate the necessary work to perform the monitoring requirements under the Unsecured Forgivable Promissory Note for three (3) years. To ensure compliance with the requirements of the 13.09 executed with the homeowner,

the County will perform an annual check to confirm all promissory note commitments are in place through the term of the 13.09. Insurance notice of default will be documented and followed up on as they are received by the County. Jefferson County will use the GLO Monitoring Process.

#### Closing Activities

Once all eligibility requirements have been met and final approval has been received from GLO, the title company will schedule a meeting between the homeowner and a representative from Jefferson County to sign closing paperwork on the Buyout property. The Case Manager will also be present to help with any questions that the County or homeowner may have. Homeowners will be required to sign all closing documents provided by the title company and a list of homeowner responsibilities will be provided (such as maintaining insurance on replacement property and staying current on taxes). If the homeowner chooses to accept relocation assistance, a separate closing may need to be scheduled for the purchase of the replacement property.

#### Homeowner Eligibility Requirements Summary

- Income Eligibility
- Proof of Ownership
- Principle Residency
- Property Taxes
- Duplication of Benefits
- Child Support
- Damage Assessment
- Environmental Review
- Flood Insurance Verification
- Project Closeout/Monitoring

#### 2.3 Eligibility Review and Appeals

The County's Grant Administrator is responsible for eligibility determinations and case management. Attention will be placed on uniform and consistent documentation materials and criteria used to make determinations. The County staff will serve as final review and approval.

A property owner may also appeal the Pre-Storm Fair Market Value (FMV) appraisal of their property. If they choose this option, a second appraisal can be conducted if paid for by the homeowner and conducted in accordance with USPAP standards by an independent objective licensed certified appraiser with no connections nor affiliations with interested parties. The results of these 2 appraisals will be averaged to formulate the FMV portion of the buyout offer.

When a complaint is received, the County will respond to the complainant or appellant within fifteen (15) business days. The County will follow its internal procedure for handling complaints, per its Citizen Participation Plan.

The County will keep a record of each complaint or appeal that it receives along with all communications and their resolutions.

#### 2.4 False Claims Disclaimer

False claims by applicant/homeowners are strictly prohibited. Application, qualification, and voluntary authorization documents signed by homeowner/applicant will carry the following warning disclaimer: "Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729."

### **SECTION 3: BUYOUT OFFER, INCENTIVES, CLOSING**

#### 3 Current Fair Market Value (CFMV)

The initial basis for buyout funds to seller is the Pre-Storm Fair Market Value (FMV) of their property. Appraisal methodology for this CDBG-DR buyout project will be pre-storm fair market value of parcel (structure, land/lot, fee simple, highest best use assumption, comparable sales approach). The results of the FMV appraisal will constitute the base offer.

Once the FMV investigation is complete, a formal Verification of Disaster Benefits Received form is completed and reviewed, then forwarded to the Case Manager. Funds received from other sources which are determined a DOB are deducted from the structure's FMV unless the Property Owner can demonstrate, through receipts, that the funds received have already been expended on eligible costs. It is the responsibility of the owner to maintain receipts. Inspectors will not be procured to estimate the cost of post-disaster improvements. The resulting value cannot exceed the applicable program cap. DOBs cannot be used to decrease an award to lower than the property's land value. Below is an example award calculation:

## Offer Example 1:

Structure value	\$50,000.00	
Land value	\$20,000.00	
FMV	\$70,000.00	
Homeowners Insurance	-\$5,000.00	
Flood Insurance (NFIP)	-	
FEMA Repair Grant	\$20,000.00	
Other Govt' Sources	\$0.00	
Other Non-Govt' Sources	\$0.00	
Sum of Duplicating Benefits ("DOBs")	\$25,000.00	(Cannot exceed current structure value)
Eligible Receipts for Repair	\$10,000.00	
Eligible Receipts for Temporary Housing	\$3,000.00	
Sum of DOB "Offsets"	\$13,000.00	(Cannot exceed sum of DOBs)
Final Offer (Award Amount)	\$58,000.00	(Current FMV <i>minus</i> Sum of DOBs <i>plus</i> Sum of Offsets)

## Offer &amp; Incentive Example 2 (Affixed Home):

Structure value	\$60,000.00	
Land value	\$20,000.00	
FMV	\$80,000.00	
Homeowners Insurance	-\$5,000.00	
Flood Insurance (NFIP)	\$0.00	
FEMA Repair Grant	\$0.00	
Other Govt' Sources	\$0.00	
Other Non-Govt' Sources	\$0.00	
Sum of Duplicating Benefits ("DOBs")	-\$5,000.00	(Cannot exceed current structure value)
Eligible Receipts for Repair	\$8,000.00	
Eligible Receipts for Temporary Housing	\$0.00	
Sum of DOB "Offsets"	\$5,000.00	(Cannot exceed sum of DOBs)
Final Offer (Award Amount)	\$80,000.00	(Current FMV <i>minus</i> Sum of DOBs <i>plus</i> Sum of Offsets)
Optional Moving Assistance	\$5,000.00	(Automatically paid to owner-occupants)
Replacement Property Total Cost	\$95,000.00	
Resettlement Incentive	\$35,000.00	(Cost of Replacement Property <i>minus</i> Final Offer of Acquisition Property)
Total Compensation to LMI Applicant	\$120,000.00	(Sum of Acquisition, Moving Assistance, and Resettlement Incen

### 3.1 Duplication of Benefits

Duplication of Benefits (DOB) as defined by federal agencies are strictly prohibited. Due to the buyout project framework, utilizing current Fair Market Value (FMV), most Duplication of Benefits will not be applicable. Each homeowner's application will be reviewed to determine if previous funding was appropriately used on the home. The homeowner must have an unmet need to move forward in the program. Jefferson County will determine the homeowner's unmet needs first prior to calculating the homeowner's DOB. Homeowner must provide insurance, FEMA, SBA, and any other type of funding documentation for funds that were received. Additionally, the County/Grant Administrator will verify that the submitted data is accurate to the best of their abilities (e.g. validate against FEMA data).

Using the GLO's DOB Calculation Form, if the prior assistance received exceeds the documented repairs, this calculated amount becomes the DOB amount. The Case Manager will identify any possible Duplication of Benefits and discuss with homeowner.

As part of the Buyout process, homeowners will be required to sign a subrogation agreement. The subrogation agreement will require that the homeowner pay back funds if he/she receives any future disaster assistance for the same reason. Future assistance could include funds from an insurance company if the homeowner is in current litigation and later receives funds from the claim.

### 3.2 Timeliness of Application Notice & Status

An announcement will be posted and circulated announcing that applications are being accepted beginning October 1, 2020 and that the deadline for applications is 12/31/2020, establishing an application period of 90 days. After the initial 90- day period, all applications that have been submitted will be reviewed for completeness and basic eligibility. From the list of applicants initially assessed to be potentially eligible, a follow-up correspondence will be made to request any additional information needed for secondary eligibility determination. Property owners will have 30 days to submit all necessary information. At the end of the 30- day period, all applicants who have submitted all required information and remain eligible will be ranked in descending order from lowest income to highest income. The appraisal process will be initiated for a wave of approximately 5 to 10 applicants beginning with those properties with the lowest incomes and continuing down the list. Additional waves will be initiated until the funds are extinguished so that 100% of the funds will be utilized. Property owners will be contacted with an update on the status of their application within 30 days of each milestone/deadline.

Date	Action
8/28/2020	Program Guidelines Posted for Public Comment
9/28/2020	Program Guideline Public Comment Period Closed
10/1/2020	Open of application intake
12/31/2020	Close of application intake
3/1/2021	Proposed Date for Initiation of Offers

8/1/2021	Proposed date of Offer Acceptance Deadline
9/1/2021	Proposed Date of Closing Deadline
12/1/2021	Proposed Date for Demolition Deadline
1/1/2022	Proposed Date for Housing Incentive Deadlines
2/01/2022	Proposed Date to Have all End Uses Completed
02/15/2022	Completion of all Activities and Final Reports Submitted

These dates are estimates and subject to change.

### 3.3 Housing Incentives

Subrecipients may use the Low to Moderate Housing Incentive (LMHI) to resettle households who were affected. Housing incentives are usually offered to encourage households to relocate to a more suitable environment, including an area promoted by the community's comprehensive recovery plan and may be in addition to acquisition or buyout awards. Housing incentives will only apply to participants that are relocating within current County.

The purpose of offering additional housing incentives is to assist certain applicants to obtain Decent Safe Sanitary Housing (DSSH) options in safer, more disaster-resilient areas. A Needs Assessment Methodology will be utilized for each qualified applicant file to determine the minimum necessary funding in order to obtain DSSH.

An Unmet Needs Analysis of HUD/FEMA or other housing demographic disaster victim data may be considered when determining the proportions of funding awarded that must be set aside to benefit each LMI and non-LMI economic group. The use of FEMA claims data (when available) and other applicant demographic data allows for goals to be established to fairly allocate funds across jurisdictions and neighborhoods to serve survivors in proportion to need. The Needs Assessment will determine the activities to be offered, the demographics to receive concentrated attention, and any target areas to be served the disabled, "special needs," vulnerable populations, and target areas to be served.

Applicants applying for disaster assistance must meet certain eligibility standards to qualify for assistance. Eligibility standards are further discussed in the activity-specific Guidelines.

The Needs Assessment will document goals within the income brackets in proportion to the damaged units in the impacted area. Deviations from goals must be approved by the GLO before subrecipients can move forward:

- 0%-30%AMI
- 31% - 50%AMI
- 51% - 80%AMI

HUD guidance stipulates that CDBG funds should be last in the hierarchy of recovery funds made available to beneficiaries. From Federal Register Notice Vol. 76 No. 221:

Since CDBG disaster recovery provides long-term recovery assistance via supplemental congressional appropriations and falls lower in the hierarchy of delivery than FEMA or SBA assistance, it is intended to supplement rather than supplant these sources of assistance.

The County's Program, which is intended to purchase real property that is vulnerable to future severe weather events and increase regional housing resiliency, is required to develop a needs assessment methodology that ensures CDBG-DR assistance is the last assistance provided to the beneficiary related to Hurricane Harvey. Any funds provided to the applicant after their CDBG-DR buyout award is paid may be subject to recapture.

The County will determine each applicant's unmet need through the following process:

An appraisal will determine the fair market value of the property. The total need of each applicant is equivalent to the appraisal value. The County will then determine what assistance the applicant has already received as a benefit towards the property that has not been utilized for its intended purpose. Examples include NFIP claim disbursements or FEMA grants that were intended for property repair but were not utilized for property repair. These unused monies reduce the applicant need for resettlement and are deducted from the total need. This methodology is further described in Offer Calculation Methodology. The remaining total need after the deductions represent the unmet need. The intent of Jefferson County's Buyout Program is to determine each applicant's unmet need and deliver the total unmet need to them at a real estate closing in exchange for title to the subject property.

#### Allowable Expenditures:

The following expenditures are allowable under the Acquisition Program:

- The closing costs associated with processing the transaction, recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property and similar expenses incidental to convey the real property to the County
- Penalty costs and other charges for prepayment of any preexisting recorded mortgage.
- The pro-rated portion of any prepaid real property taxes which are allocable to the period after the County obtains title to the property or effective possession of it, whichever is earlier.

\*Costs for obtaining clear title to the property are NOT allowed.

Additional Assistance	
Project Type	Acquisition/ Buyout••
Base Unit	Fair Market Value (Post-Disaster)
Relocation Assistance	Up to \$5,000 for temporary moving and relocation costs
	\$35,000 for a lot or newly constructed home****
	Up to \$10,000 for an existing home****
Down Payment	Up to 100% of the Required Amount Up to \$35,000
Acquisition Incentives	Up to \$35,000****

Source: Texas General Land Office (GLO); Hurricane Harvey, Disaster Recovery, Housing Guidelines; Sept 19, 2018; pages 22-23

**\*\*\*\*Buyout Incentives:** The purpose of the incentive is to encourage maximum participation by property owners and remove as many properties as possible from high-risk areas. Incentive payments should assist the household with necessary funds to buy an existing home or construct a home on a newly purchased lot, as applicable. Incentives are only allowable if the post-disaster fair market value is used to purchase the home. An acquisition incentive is not available for properties that served as second homes. A second home is not the primary residence of the owner, a tenant, or any occupant at the time of the storm or at the time of application for assistance. Subrecipients and the state may provide relocation assistance outside of buyout activities, as necessary. Subrecipients and the state must document how the assistance will be determined and issued to applicants when determining final eligibility assistance costs. The vacant land limit is set at \$35,000. Although this is the cap, it is not the floor; the actual lot cost should not exceed the standard single lot size in the community.

Source: Texas General Land Office (GLO); Hurricane Harvey, Disaster Recovery, Housing Guidelines; Sept 19, 2018; page 23

Ultimate proceeds paid to seller of qualified eligible acquisition property will be comprised of the following subtotals:

- 1) Current Fair Market Value (FMV) as determined by licensed real estate appraiser
- 2) Uniform Relocation Assistance benefits deemed eligible
  - a. Relocation assistance will not exceed \$35,000 for purchase of a lot or newly constructed home, or \$10,000 for an existing home.
  - b. This is a voluntary program so no involuntary displacement will occur. As only primary properties will be included in the program, there is no risk of renters and non-owner occupants being involuntarily displaced.
- 3) Temporary Relocation Assistance benefits deemed eligible
  - a. Temporary relocation assistance will not exceed \$5,000.
- 4) Qualified Down Payment Assistance benefits

In order to qualify for Down Payment Assistance Benefits, the following must apply:

- a. Purchase a lot or are using a pre-owned lot located outside of a floodplain or to a lower- risk area within the subrecipient's jurisdiction for construction of a new home

- (a construction date must be provided), or the applicant purchased a newly constructed or existing home located outside of floodplain or a lower-risk area in the community where assistance as provided.
- b. Purchased homes must be considered decent, safe, and sanitary (DSSH).
- c. The funding must be used within 60 days.
- d. The amount of assistance is based on the determined need of the applicant but will not exceed amount determined by the GLO.
- e. Eligible properties must fit in the following categories:
  - i. Single family property (detached and attached 1-4 units)
  - ii. Condominium unit
  - iii. Cooperative unit
  - iv. Modular home/manufactured home
  - v. Vacant land

All costs for initial appraisal and closing will be paid by the project. Curative title issues will be the seller's responsibility to resolve but may be paid out of closing proceeds. Referrals to local legal aid services will be provided for applicants with clouded titles or curative title issues.

For residents of Port Arthur, the City of Port Arthur has obtained a HUD approved a waiver to allow homeownership assistance to be provided to households earning up to 120 percent of the area median income and down payment assistance for up to 100 percent of the amount required. "While homeownership assistance may be provided to households with up to 120 percent of the area median income, only those funds used to serve households with up to 80 percent of the area median income may qualify as meeting the low- and moderate-income person benefit National Objective.

### 3.4 Environmental Requirements

All sites will undergo a thorough environmental evaluation that approximately coincides with the timing of the initial appraisal. The environmental evaluation will be reviewed and approved by the GLO before an offer can be extended to the homeowner.

Lead-based paint and asbestos inspections will be conducted. No negative impacts to endangered species will occur as a result of this project and the US Fish and Wildlife Service (US FWS) will be consulted as to all project activities. US Department of Agriculture (USDA)-designated Prime Farmland will not be negatively impacted. Archaeological sites and historic structures will not be disturbed, and the State Historic Preservation Office (SHPO) will be consulted for verification. No hazardous materials will be disturbed and released into the environment over the course of this project. No wetlands will be negatively impacted and all necessary environmental permits will be obtained for project operations. All new buildings will be required to be built at a minimum of 2 feet above Base Flood Elevation (BFE). No new construction of residential structures will occur in a FEMA- designated floodway. Green building standards will be adhered to and green building practices will be employed. All relevant environmental laws and regulations will be followed.

### 3.5 Offer and Closing Process

Following the completion of the Current Fair Market Value (CFMV) appraisal and the calculation of additional housing assistance incentives the homeowner qualifies for, an offer to acquire

property will be extended to the homeowner. If owner accepts, a sales agreement will be executed and documents sent to title company for deed research, issuance of title insurance policy, parcel boundary survey, and closing document preparation. Once closing date is set or negotiated, property owner will be given notice to vacate, instruction on utilities disconnection, and referrals for assistance with moving, etc. Advance payment of relocation assistance may be available for qualified applicants. Down payment assistance funds shall sit in escrow and shall be distributed to the proper agency upon relocation. Once closing is complete, demolition will begin within 45 days of assignment to the demolition contractors. The entire structure, including discarded or abandoned items, will be removed from the property and disposed of at an approved disposal site.

### 3.6 Residential Anti-Displacement and Relocation Assistance Plan (RARAP)

This program is a voluntary buyout program so there will be no involuntary displacement, unless there is a tenant occupied unit. Project management will provide general programmatic guidance. Additional support can be provided by Lone Star Legal Aid of Southeast Texas and the Jefferson County Office of Disaster Assistance, among other resources potentially available. Owner Occupied applicants will receive benefits outlined in the guidelines, although tenants will follow URA guidelines below:

US Department of Housing and Urban Development (HUD) regulations at 24 CFR 42.325 and 570.440(1), use of Community Development Block Grant Disaster Recovery (CDBG-DR) funds will minimize adverse impacts on persons of low and moderate-income persons. The purpose of this Residential Anti-displacement and Relocation Assistance Plan (RARAP) is to provide guidance on complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), (Pub. L 91-645, 42 U.S.C. 4601 et seq) and section 104(d) of the HCD Act (42 U.S.C. 5304(d))(Section 104(d)). The implementing regulations for the URA are at 49 CFR part 24. The regulations for section 104(d) are at 24 CFR part 42, subpart C.

The requirements of sections 204 and 205 of the URA, and 49 CFR 24.2(a)(6)(vii), 24.2(a)(6)(ix), and 24.402(b) are waived to the extent necessary to permit a grantee to meet all or a portion of a grantee's replacement housing payment obligation to a displaced tenant by offering rental housing through a tenant based rental assistance (TBRA) housing program subsidy (e.g., Section 8 rental voucher or certificate), provided that comparable replacement dwellings are made available to the tenant in accordance with 49 CFR 24.204(a) where the owner is willing to participate in the TBRA program, and the period of authorized assistance is at least 42 months.

One-for-one replacement requirements at section 104(d)(2)(A)(i) and (ii) and (d)(3) of the HCD Act and 24 CFR 42.375 are waived in connection with funds allocated under this notice for lower-income dwelling units that are damaged by the disaster and not suitable for rehabilitation. Also, The relocation assistance requirements at section 104(d)(2)(A) of the HCD Act and 24 CFR 42.350 are waived to the extent that they differ from the requirements of the URA and implementing regulations at 49 CFR part 24, as modified by this notice, for activities related to disaster recovery.

The County has determined that the following homes which apply would not trigger one-for-one replacement:

1. Substandard dwellings that cannot be brought into compliance with housing rehabilitation standards and/or applicable state and local code requirements shall be deemed not suitable for rehabilitation, as determined by the program and consistent with program guidelines. The determination may be established based on the calculation that the cost of rehabilitation exceeds 75% of the market value of the property or that the property is deemed a blighted structure consistent with state or local ordinance; in which case the property would be a candidate for demolition and/or reconstruction and not subject to one-for one replacement.

OR

2. A "blighted structure" is any structure unfit for use, habitation, or dangerous to persons or other property. In addition, a structure is blighted when it exhibits objectively determinable signs of deterioration sufficient to constitute a risk to human health, safety, and public welfare. This includes structures showing evidence of physical decay or neglect, or lack of maintenance. Characteristics may also include any nuisance conditions including but not limited to: Any "Nuisance" as defined by law, or (a) Any residential property that poses a public nuisance, which may be detrimental to the health or safety whether in a building, on the premises of a building, or upon an unoccupied lot. This includes, but is not limited to: abandoned wells, shafts, basements, excavations, unclean swimming pools or spas, abandoned iceboxes, refrigerators, motor vehicles, and any structurally unsound fences or structures, lumber, trash, fences, or debris which may prove a hazard for inquisitive minors; (b) Unsanitary conditions or anything offensive to the senses or dangerous to health including, but not limited to, the emission of odors, sewage, human waste, liquids, gases, dust, smoke, vibration or noise, or whatever may render air, food, or drink detrimental to the health of human beings; (c) Physical conditions such as, but not limited to, old, dilapidated, abandoned: scrap or metal, paper, building materials and equipment, bottles, glass, appliances, furniture, rags, rubber, motor vehicles, and parts thereof; or (d) Physical conditions posing fire hazards, (e) Physical conditions posing a hazard such as but not limited to dead or damaged trees.

OR

3. Residential properties that have experienced repetitive losses under FEMA's National Flood Insurance Program (NFIP).

For Structures that do not fall under the criteria above, one-for one replacement will be trigger and these homes will be reported to the GLO for tracking of replacement housing.

**General Information Notice (GIN)** - The URA regulations require that persons who are scheduled to be displaced will be provided with a GIN as soon as feasible. This program may involve both persons who are actually displaced and persons who are not displaced. If the tenant-occupant of a dwelling moves permanently from the property after submission of an application for HUD financial assistance, the tenant will be presumed to qualify as a "displaced person." To minimize such unintended displacements, HUD policy considers all occupants within a proposed HUD-assisted project involving buyouts as scheduled to be displaced for purposes of issuing a GIN. All occupants, therefore, will be provided with a GIN. The

template for the GIN is attached in the Appendix.

**Tenant Intake Meeting-** As soon as feasible, the County shall contact each person who is affected by the project to discuss his/her needs, preferences and concerns. Whenever feasible, contact shall be face-to face. These meetings will take place after the landowner intake meeting and before the buyout offer is sent to the landowner. This scheduling is meant to avoid the possible issue of tenant ineligibility for HUD/URA assistance. It is possible that some tenants in the buyout target area are undocumented persons and are thus ineligible to receive benefits from HUD. However, HUD requires that all displaced tenants receive URA relocation assistance. Thus, properties with undocumented tenants are ineligible to participate in the program because if they were to do so they would either be in violation of the URA or the HUD rule against benefiting undocumented persons. If a property is deemed ineligible for buyout for reasons related to tenant eligibility, that property owner will receive a phone call and a letter from the county stating that the property is ineligible for participation in the buyout program because of tenant ineligibility for HUD assistance.

If the tenant does not qualify for relocation assistance, or if at any time the landowner decides not to participate in the program, the tenant will receive a Notice of Non-displacement and will not be eligible to receive assistance.

**Notice of Non-displacement** - If a person does not qualify as a displaced person (see Paragraph 1-4 J.), HUD policy requires that such persons be provided with a Notice of Non-displacement (see Paragraph 1-4 AA.) to advise them of the County's determination and their right to appeal. A tenant will be defined as "non-displaced" only if they received a Move-In notice outlining the property owner's participation in the buyout program before they signed the lease. Even if there was no intention to displace the person, if they were not given timely information essential to making an informed judgment about a move, it is assumed that the person's move was an involuntary move caused by the project.

If the landowner continues to participate in the buyout program and eventually signs a contract of sale with the County, the tenants will be then given a Notice of Relocation Eligibility and 90 Day Notice to vacate. In order to have these documents ready to send immediately after contract signing, the case management team will have identified three comparable replacement dwellings that are currently for rent and completed and internally approved HUD Form 40061 before contract signing.

**Notice of Relocation Eligibility (NOE)** (49 CFR 24.203(b)). The NOE will be issued promptly after the initiation of negotiations (contract of sale between County and landowner), and will describe the available relocation assistance, the estimated amount of assistance based on the displaced person's individual circumstances and needs, and the procedures for obtaining the assistance. This Notice will be specific to the person and their situation so that they will have a clear understanding of the type and amount of payments and/or other assistance they may be entitled to claim

**Ninety-Day Notice** (49 CFR 24.203(c)). The 90-day notice shall not be given before the displaced person is issued a notice of relocation eligibility (or notice of ineligibility) for relocation assistance. The 90-day notice need not be issued if: (a) there is no structure, growing stock, or personal property on the real property, or (b) the occupant made an informed decision to relocate and vacated the property without prior notice to the property owner, (c) in the case of an owner-occupant who moves as a result of a voluntary buyout described in 49 CFR 24.101(b)(1) or (2), the delivery of possession is specified in the purchase contract, or (d) the person is an unlawful occupant.

**Determining Cost of Comparable Replacement Dwelling (49 CFR 24.403(a)).** The upper limit of a replacement housing payment shall be based on the cost of a comparable replacement dwelling (49 CFR 24.2(a)(6)). If available, at least three comparable replacement dwellings shall be examined (including

internal and external inspection) to ensure that the replacement dwelling is decent, safe and sanitary as defined at 49 CFR 24.2(a)(8). The upper limit of the replacement housing payment shall be established on the basis of the cost for the comparable replacement dwelling that is most representative of, and equal to, or better than, the displacement dwelling.

1. For purposes of establishing the payment limit, comparable replacement dwellings shall, to the extent feasible, be selected within the County.

2. A copy of Form HUD-40061, Selection of Most Representative Comparable Replacement Dwelling for Purposes of Computing a Replacement Housing Payment, is included as Appendix 12. The form is optional; however, if the form is not used, other reasonable documentation will be maintained.

NOTE: When selecting the most representative comparable replacement dwelling for a person with disabilities, reasonable accommodation is to be determined on a case-by-case basis.

3. The County may limit the amount of replacement housing payment to the amount required to obtain a comparable replacement dwelling only if it gives a timely written notice (referral) of such comparable replacement dwelling. If the County fails to offer a comparable replacement dwelling before the person enters into a lease or purchase agreement for, and occupies, a decent, safe and sanitary replacement dwelling, HUD may require the replacement housing payment be based on the cost of such decent, safe and sanitary replacement dwelling, or take such other corrective action as may be deemed necessary to mitigate (to the extent possible) the adverse consequences of the deficiency. Inspection of Replacement Dwelling (49 CFR 24.403(b)). Before making a replacement housing payment or releasing a payment from escrow, the County or its designated representative shall make a thorough internal and external inspection of the replacement dwelling to determine whether it is decent, safe and sanitary (as defined at 49 CFR 24.2(a)(8)). A copy of the inspection report should be included with the pertinent claim form in the County's files. (See also Chapter 6, Paragraph 6-2C.1(h).) NOTE: The definition of "decent, safe and sanitary" provides that replacement units will contain the accessibility features needed by displaced persons with disabilities.

If the County determines that a replacement housing payment may have to be denied because the replacement dwelling selected by a displaced person is not decent, safe and sanitary (e.g., does not meet the local code), it will so notify the displaced person, determine if the property can be made decent, safe and sanitary, and/or assist the person to locate another replacement unit.

**(1) Amount of payment.** An eligible displaced person who rents a replacement dwelling is entitled to a payment not to exceed \$7,200.00 for rental assistance. (See § 24.404.) Such payment shall be 42 times the amount obtained by subtracting the base monthly rental for the displacement dwelling from the lesser of:

- (i) The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
- (ii) The monthly rent and estimated average monthly cost of utilities for the decent, safe, and sanitary replacement dwelling actually occupied by the displaced person.

**(2) Base monthly rental for displacement dwelling.** The base monthly rental for the displacement dwelling is the lesser of:

- (i) The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to displacement, as determined by the Agency (for an owner-occupant, use the fair market rent for the displacement dwelling. For a tenant who paid little or no rent for the displacement dwelling, use the fair market rent, unless its use would result in a hardship because of the person's income or other circumstances);
- (ii) Thirty (30) percent of the displaced person's average monthly gross household income if the

amount is classified as "low income" by the U.S. Department of Housing and Urban Development's Annual Survey of Income Limits for the Public Housing and Section 8 Programs 4. The base monthly rental shall be established solely on the criteria in paragraph (b)(2)(i) of this section for persons with income exceeding the survey's "low income" limits, for persons refusing to provide appropriate evidence of income, and for persons who are dependents. A full time student or resident of an institution may be assumed to be a dependent, unless the person demonstrates otherwise; or,

**Down Payment Assistance.** An eligible displaced person who purchases a replacement dwelling is entitled to a downpayment assistance payment in the amount the person would receive under paragraph (b) of this section if the person rented a comparable replacement dwelling. At the Agency's discretion, a downpayment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. However, the payment to a displaced homeowner shall not exceed the amount the owner would receive under § 24.401(b) if he or she met the 180-day occupancy requirement. If the Agency elects to provide the maximum payment of \$5,250 as a downpayment, the Agency shall apply this discretion in a uniform and consistent manner, so that eligible displaced persons in like circumstances are treated equally. A displaced person eligible to receive a payment as a 180-day owner-occupant under § 24.401(a) is not eligible for this payment. Manner of Disbursing Rental Assistance. Relocation assistance payments for residential tenants who are displaced for HUD projects are subject to 42 USC Sec. 3537c and will be disbursed in installments, except that lump sum payments may be made to cover (1) moving expenses, (2) a downpayment on the purchase of replacement housing, or incidental expenses related to (1) or (2). Whenever the payment is made in installments, the full amount of the approved payment shall be disbursed in regular installments, whether or not there is any later change in the person's income or rent, or in the condition or location of the person's housing.

The frequency of these disbursements will be determined by the County in consultation with the tenant. However, there will be no less than three installment payments, except when the rental assistance payment is \$500 or less. Where the rental assistance payment is \$500 or less, it is recommended that payment may be made in two installments with no less than a four-month interval between payments.

**Determination to provide replacement housing of last resort.** Whenever a program or project cannot proceed on a timely basis because comparable replacement dwellings are not available within the monetary limits for owners or tenants, as specified in § 24.401 or § 24.402, as appropriate, the Agency shall provide additional or alternative assistance under the provisions of this subpart. Any decision to provide last resort housing assistance will be adequately justified either:

(1) On a case-by-case basis, for good cause, which means that appropriate consideration has been given to:

- (i) The availability of comparable replacement housing in the program or project area;
- (ii) The resources available to provide comparable replacement housing; and
- (iii) The individual circumstances of the displaced person, or

(2) By a determination that:

- (i) There is little, if any, comparable replacement housing available to displaced persons within an entire program or project area; and, therefore, last resort housing assistance is necessary for the area as a whole;
- (ii) A program or project cannot be advanced to completion in a timely manner without last resort housing assistance; and

**(iii) The method selected for providing last resort housing assistance is cost effective, considering all elements, which contribute to total program or project costs.**

**Documentation.** Any claim for a relocation payment shall be supported by such documentation as may be reasonably required to support expenses incurred, such as bills, certified prices, appraisals, or other evidence of such expenses. A displaced person will be provided reasonable assistance necessary to complete and file any required claim for payment.

**Expeditious payments.** The County shall review claims in an expeditious manner. The claimant shall be promptly notified as to any additional documentation that is required to support the claim. Payment for a claim shall be made as soon as feasible following receipt of sufficient documentation to support the claim.

**Advanced payments.** If a person demonstrates the need for an advanced relocation payment in order to avoid or reduce a hardship, the County shall issue the payment, subject to such safeguards as are appropriate to ensure that the objective of the payment is accomplished.

**(d)Time for filing.**

**(1)** All claims for a relocation payment shall be filed with the County no later than 18 months after:

**(i)** For tenants, the date of displacement.

**(ii)** For owners, the date of displacement or the date of the final payment for the buyout of the real property, whichever is later.

**(2)** The County shall waive this time period for good cause.

**Notice of denial of claim.** If the County disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds, it shall promptly notify the claimant in writing of its determination, the basis for its determination, and the procedures for appealing that determination.

**Mobile homes.** Relocation assistance for owners of mobile homes on rented land will be handled on a case-by-case basis depending on physical and financial feasibility. Two options are available; moving the mobile home to a lot outside of the floodplain or offering a replacement mobile home outside the floodplain. The County will perform a cost-benefit analysis for each mobile home applicant and select the most financially feasible option. In both relocation options, moving costs and 42 months of lot fees will be paid for by the County. Both options are described below.

**Moves from a mobile home.** A displaced person's actual, reasonable and necessary moving expenses for moving personal property from a mobile home may be determined based on the cost of one, or a combination of the following methods: (self-moves based on the lower of two bids or estimates are not eligible for reimbursement under this section. Eligible expenses for moves from a mobile home include those expenses described in paragraphs (g)(1) through (g)(7) of this section. In addition to the items in paragraph (a) of this section, the owner-occupant of a mobile home that is moved as personal property and used as the person's replacement dwelling, is also eligible for the moving expenses described in paragraphs (g)(8) through (g)(10) of this section.)

**(1)Commercial move** - moves performed by a professional mover.

**(2)Self-move** - moves that may be performed by the displaced person in one or a combination of the following methods:

**(i)Fixed Residential Moving Cost Schedule.** (Described in § 24.302.)

**(ii)Actual cost move.** Supported by receipted bills for labor and equipment. Hourly labor rates should not exceed the cost paid by a commercial mover. Equipment rental fees should be based on the actual cost of renting the equipment but not exceed the cost paid by a commercial mover.

**Replacement housing payment for 180-day mobile homeowner displaced from a mobile home, and/or from the acquired mobile home site.**

**(a)Eligibility.** An owner-occupant displaced from a mobile home or site is entitled to a replacement housing payment, not to exceed \$31,00.00, under § 24.401 if:

**(1)** The person occupied the mobile home on the displacement site for at least 180 days immediately before:

**(i)** The initiation of negotiations to acquire the mobile home, if the person owned the mobile home and the mobile home is real property;

**(ii)** The initiation of negotiations to acquire the mobile home site if the mobile home is personal property, but the person owns the mobile home site; or

**(iii)** The date of the County's written notification to the owner-occupant that the owner is determined to be displaced from the mobile home as described in paragraphs (a)(3)(i) through (iv) of this section.

**(2)** The person meets the other basic eligibility requirements at § 24.401(a)(2); and

**(3)** The County acquires the mobile home as real estate, or acquires the mobile home site from the displaced owner, or the mobile home is personal property but the owner is displaced from the mobile home because the County determines that the mobile home:

**(i)** Is not, and cannot economically be made decent, safe, and sanitary;

**(ii)** Cannot be relocated without substantial damage or unreasonable cost;

**(iii)** Cannot be relocated because there is no available comparable replacement site; or

**(iv)** Cannot be relocated because it does not meet mobile home park entrance requirements.

**(b)Replacement housing payment computation for a 180-day owner that is displaced from a mobile home.** The replacement housing payment for an eligible displaced 180-day owner is computed as described at § 24.401(b) incorporating the following, as applicable:

**(1)** If the County acquires the mobile home as real estate and/or acquires the owned site, the purchase cost used to compute the price differential payment is the actual amount paid to the owner as just compensation for the buyout of the mobile home, and/or site, if owned by the displaced mobile homeowner.

**(2)** If the County does not purchase the mobile home as real estate but the owner is determined to be displaced from the mobile home and eligible for a replacement housing payment based on paragraph (a)(1)(iii) of this section, the eligible price differential payment for the purchase of a comparable replacement mobile home, is the lesser of the displaced mobile homeowner's net cost to purchase a replacement mobile home (*i.e.*, purchase price of the replacement mobile home less trade-in or sale proceeds of the

displacement mobile home); or, the cost of the County's selected comparable mobile home less the County's estimate of the salvage or trade-in value for the mobile home from which the person is displaced.

(3) If a comparable replacement mobile home site is not available, the price differential payment shall be computed on the basis of the reasonable cost of a conventional comparable replacement dwelling.

**(c) Rental assistance payment for a 180-day owner-occupant that is displaced from a leased or rented mobile home site.** If the displacement mobile home site is leased or rented, a displaced 180-day owner-occupant is entitled to a rental assistance payment computed as described in § 24.402(b). This rental assistance payment may be used to lease a replacement site; may be applied to the purchase price of a replacement site; or may be applied, with any replacement housing payment attributable to the mobile home, to the purchase of a replacement mobile home or conventional decent, safe and sanitary dwelling.

**(d) Owner-occupant not displaced from the mobile home.** If the County determines that a mobile home is personal property and may be relocated to a comparable replacement site, but the owner-occupant elects not to do so, the owner is not entitled to a replacement housing payment for the purchase of a replacement mobile home. However, the owner is eligible for moving costs described at § 24.301 and any replacement housing payment for the purchase or rental of a comparable site as described in this section or § 24.503 as applicable.

In some cases, renters of participating properties may be paying little to no rent, posing a challenge for relocation assistance. In those cases, the County will offer pay for moving costs and offer relocation assistance for the gap between the estimated fair market rent of the displacement unit and the monthly cost of a replacement unit outside of the floodplain.

#### **SECTION 4: PROGRAM ADMINISTRATION**

##### **4.1 Affirmative Marketing & Fair Housing**

The County shall ensure that no person shall on the ground of race, color, national origin, religion, sex, sexual orientation, age, familial status, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or be denied access to the CDBG Disaster Recovery Program. The Jefferson County will retain documentation of all marketing measures used, including copies of all advertisements and announcements that will be available for public viewing upon request. The County will use the Fair Housing logo in advertising, post Fair Housing posters and related information, and, in general, inform the public of its rights and obligations under Fair Housing regulations. The County will engage community members to gather stakeholder input, disseminate important program information, and to answer questions.

##### **4.2 Public Outreach & Targeted Communities**

The goal of Jefferson County is to ensure that outreach and communication efforts reach eligible survivors from all racial, ethnic, national origin, religious, familial status, the

disabled, “special needs,” and gender groups. Emphasis will be focused on successful outreach to LMI areas and those communities with minority concentrations that were affected by the disaster. Outreach efforts may include:

- Door-to-door canvassing and special outreach efforts to hard-to-reach populations (e.g., seniors, and persons with severe disabilities who either do not have information about the resources available or are unable to apply for resources).
- Advertise with the local media outlets, including newspapers and broadcast media, that provide unique access for persons who are considered members of a protected class under the Fair Housing Act;
- Flyers in utility and tax bills advertising the Program;
- Reach out to public or non-profit organizations and hold/attend community meetings;
- Other forms of outreach tailored to reaching the eligible population, including door-to-door outreach, and on the weekends, if necessary;
- Measures will be taken to make the Program accessible to persons who are considered members of a protected class under the Fair Housing Act by holding informational meetings in buildings that are compliant with the Americans with Disabilities Act (ADA), providing sign language assistance when requested, and providing special assistance for those who are visually impaired when requested.
- Applications and forms will be offered in English and other languages prevailing in the region in accordance with Title VI of the Civil Rights Act of 1964, including persons with disabilities (24 CFR 8.6), Limited English Proficiency (LEP), and other fair housing and civil rights requirements such as the effective communication requirements under the Americans with Disabilities Act. Every effort will be made to assist such applicants in the application process.
- Case managers will help navigate and inform survivors who may qualify for acquisition and Acquisition of their damaged unit to remove them from flood hazards, environmental hazards, and other unsafe conditions while meeting AFFH obligations.
- Documentation of all marketing measures used, including copies of all advertisements and announcements, will be retained and made available to the public upon request.
- Subrecipients and the state will be required to use the Fair Housing logo in Program advertising, post Fair Housing posters and related information and, in general, inform the public of its

rights under Fair Housing regulations law.

- The County will coordinate with HUD-certified housing counseling organizations to ensure that information and services are made available to both renters and homeowners. Additional information for each grantee is available here:  
<https://apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?weblistaction=summary>

#### 4.3 Communication Strategies for Persons with Special Needs

Program administrators will maintain bilingual capabilities in order to adequately communicate to non-native English-speaking applicants and will provide sign language assistance & assistance for those who are visually impaired when requested. All print & written materials will align with the GLO's guidelines for communications with persons with special needs in accordance with Title VI of the Civil Rights Act of 1964, including persons with disabilities (24 CFR 8.6), Limited English Proficiency (LEP), and other fair housing and civil rights requirements such as the effective communication requirements under the Americans with Disabilities Act. All print & written materials will be available in multiple languages. Every effort will be made to assist such property owners in the application process. In addition, community engagement & informational events will include bilingual staff. The State of Texas Emergency Assistance Registry (STEAR) will be reviewed for potential targeted outreach.

#### 4.4 Record Keeping

The County will fully comply with all record-keeping and reporting requirements including but not limited to:

- 1) Record-keeping: records will be maintained and on file electronically for a minimum of 3 years beyond the closing of the grant between the GLO and HUD. All projects, program activity files, and applicant information received will be maintained within the GLO's system of record.
- 2) Applicant data: applicant data will be maintained in a private file bound by federal Privacy Act rules and standards regarding disclosure of personal and sensitive information, as well as entered into the TIGR system. Generated monthly reports will be submitted to the GLO for review. Applicant data kept on file will include but is not limited to: household income at the time of assistance, the household income as a percentage of area median income, the race/ethnicity/gender of the head of the household, the household's familial status, and any disabilities or veterans in the household.
- 3) Section 3 reporting; the project will comply with all Section 3 requirements including but not limited to affirmative placement of qualified individuals from low-to-moderate income households and county residents seeking job placements. A Section 3 Plan will be created and continue to be updated throughout the program process. Quarterly reports will be filed in the GLO grant management system of record.

#### 4.5 Conflict of Interest

Conflicts of interest are defined as local elected officials, County employees, contractors, and consultants who exercise functions with respect to CDBG-DR activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities receiving any benefit from the activity either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter. Conflicts of interest are strictly prohibited in this program. Conflict of Interest Questionnaires (CIQs) and A503 forms will be completed and maintained on file for all parties with existing or potential conflicts of interest.

#### 4.6 Applicant Data

The GLO will establish procedures for Jefferson County to collect and report data relevant to HUD. The reporting requirements will include, but not be limited, to the following for each program activity requiring a direct application by an individual or non-institutional entity:

- Homeowner's household income.
- Household's income as a percentage of area median family income as defined by HUD.
- The race, ethnicity, and gender of the head of household.
- The household's familial status.
- The presence or non-presence of a household member with a disability.
- The presence or non-presence of a household member that is a Veteran.

#### 4.7 Audit Requirements

A mandatory single audit which complies with all county, state, and local requirements will be performed by an independent accountant at the end of each fiscal year. This audit will be maintained on file in compliance with record-keeping procedures set forth above.

#### 4.8 Closeout Procedures

Following completion of project scope of work, invoices payments and reimbursements, closeout procedures will begin. The first step will be an internal audit, records inventory, and review of project financials. All data, records, and accounts will be reviewed and reconciled. The next step will be the packaging and summation of projects, including records structure for external audit and digital back-ups. The next step will be to request GLO and closeout procedures, including the delivery of any requested records, files or documents. Once all data requests are satisfied and final closeout is authorized by the GLO, the grant award contract will be closed by executing parties. Following the grant closeout with the County and the GLO, all records will be retained for three (3) years following the date in which the Hurricane Harvey grant is closed out between the GLO and HUD.

#### 4.9 Citizen Comments

Citizen comments and complaints should be directed to [vballou@gmjinc.com](mailto:vballou@gmjinc.com) or County Judge.

The project manager will handle all homeowner inquiries and complaints, and a timely written response will be provided to every citizen comment. The response will be provided within 15 working days of the receipt of the comment. Complaints regarding fraud, waste, or abuse of government funds will be forwarded to the HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email: [hotline @hudoig.gov](mailto:hotline@hudoig.gov)).

Documentation for each complaint will be maintained. Each file will include contact information for the complainant, the initial complaint, the property address, any communications to and from complainant, results of the investigation, together with any notes, letters, or other investigative documentation, the date the complaint or appeal was closed, and any other action taken.

## Definitions

**Acquisition:** Purchase of an eligible property at the fair market value of the land and structures with the intent to reduce risk from future flooding or to reduce risk from future hazard. Acquisitions are properties within defined Disaster Reduction Risk Areas (DRRA), determined in consultation with county and local governments such as areas within the 100- year floodplain and/or in the highest risk areas as defined by FEMA flood map "V Zone." The property acquired will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational use, or floodplain and wetlands management practices. Acquisition-only is typically not considered a complete activity in the Program and may be combined with another eligible activity (i.e., relocation assistance and new construction of housing).

**Adjusted Gross Income (AGI):** AGI is an individual's total gross income minus specific deductions. The GLO Adjusted Gross Income Methodology may be found at: <http://recovery.texas.gov/>.

**Affirmative Further Fair Housing:** The County desires to ensure that the program meets the requirements of the Affirmatively Furthering Fair Housing Final Rule to provide all residents of the County an opportunity to improve their living environments within the program parameters as established by GLO. To that end, the County has examined areas of concentration or people of racial and ethnic status for inclusion within the program and adopted the Fair Housing Marketing Plan to provide additional outreach to ensure eligibility for participation.

**Affordability Period:** The period of time during which a property must comply with CDBG- DR program rules and regulations, including primary residency, income, and rent restrictions as applicable.

**Applicant/Homeowner/Survivor:** (Used interchangeably) Individuals whose homes or housing units were destroyed, made uninhabitable, needed repairs, or who suffered disaster- related displacement from their primary residences and/or loss of property.

**Area Median Income (AMI):** Calculated annual limits based on HUD-estimated median family income with adjustments based on family size used for demonstrating LMI beneficiaries in the programs. May also be referred to Area Median Family Income (AMFI) in other program documents.

**Beneficiary:** The recipient deriving advantage from CDBG-DR funding.

**Community Development Block Grant (CDBG):** A federal program administered by the US Department of Housing & Urban Development (HUD) which provides grant funds to local and state governments. The CDBG program works to ensure decent affordable housing, to provide services

to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses.

**Demolition:** The clearance and proper disposal of dilapidated buildings and improvements.

**Disabled Household:** Disabled household -is a household composed of:

1. One or more persons at least one of whom is an adult (18 years or older) who has a disability;
2. Two or more persons with disabilities living together, or one or more such persons living with another person who is determined by HUD, based upon a certification from an appropriate professional (e.g., a rehabilitation counselor, social worker, or licensed physician) to be important to their care or wellbeing; or
3. The surviving member or members of any household described in paragraph (1) of this definition who were living in a unit assisted under this part with the deceased member of the household at the time of his or her death. [24 CFR 891.305]

**Disaster Risk Reduction Area:** An area identified as meeting the following conditions as declared by Resolution of the Commissioners Court:

1. An area containing a hazard caused or exacerbated by the Presidentially declared disaster for which the grantee received its CDBG-DR allocation;
2. The hazard must be a predictable environmental threat to the safety and well-being of Program beneficiaries, as evidenced by the best available data and science; and
3. The Disaster Risk Reduction Area must be clearly delineated so that HUD and the public may easily determine which properties are located within the Disaster Risk Reduction Area.
4. In carrying out acquisition activities, the subrecipient must ensure they are in compliance with their long-term redevelopment plans.

**Documented Impact (DI):** Documented Impact from Hurricane Harvey includes copies of Flood Insurance Claim Adjustor Report and Claim Payment Summary, FEMA Damage Assessment, FEMA Individual Assistance Emergency Home Repair payments, and geo-referenced/time-stamped photos. As all potential participants are required to provide documented proof of impact, this captures the tie back to the storm requirement as stated in the GLO's Acquisition and Acquisition Program Guidelines Checklist.

**Duplication of Benefits:** The Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) prohibits any person, business concern, or other entity from receiving financial assistance from CDBG-DR funding with respect to any part of a loss resulting from a major disaster as to which he/she has already received financial assistance under any other program

or from insurance or any other source.

**Elderly Family:**

1. Families of two or more persons, the head of which (or his or her spouse) is 62 years of age or older;
2. The surviving member or members of a family described in paragraph (1) living in a unit assisted under 24 CFR part 891, subpart E (Section 202 loans) with the deceased member of the family at the time of his or her death;
3. A single person who is 62 years of age or older; or
4. Two or more elderly persons living together, or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or well-being. [24 CFR 891.505]

**Eligible Properties (EP):** Eligible Properties are those within a floodplain, floodway, or DRRRA with documented impacts from Hurricane Harvey.

**Environmental Code:** Properties located where federal assistance is not permitted are ineligible for Program assistance. Properties must be in compliance with Environmental Code 24 CFR Part 58.

**Environmental Review:** All qualified projects must undergo an environmental review process. This process ensures that the activities comply with National Environmental Policy Act (NEPA) and other applicable state and federal laws.

**Fair Housing:** Activities that follow the rules and guidelines set forth in the Fair Housing Act and subsequent fair housing legislation. The goal of these activities is to eliminate housing discrimination, promote economic opportunity, and achieve diverse, inclusive communities.

**Fair Housing Marketing Plan:** A marketing strategy designed to attract applicants of all majority and minority groups, regardless of sex, handicap, familial status, etc. to participate in the housing activities which are being marketed.

**Fair Market Value:** The hypothetical price that a willing buyer and seller will agree upon when they are acting freely, carefully, and with complete knowledge of the situation.

**Federal Emergency Management Agency (FEMA):** An agency of the United States Department of Homeland Security. The agency's primary purpose is to coordinate the response to a disaster that has occurred in the United States and that overwhelms the resources of local and state authorities.

**Floodplain:** FEMA designates floodplains as geographic zones subject to varying levels of flood risk. Each zone reflects the severity or type of potential flooding in the area. • "100-year floodplain" - the geographical area defined by FEMA as having a one percent chance of being inundated by a flooding event in any given year. • "500-year floodplain" - the geographical area

defined by FEMA as having a 0.2 percent change of being inundated by a flooding event in any given year.

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. [24 CFR 5.504]

**Department of Housing and Urban Development (HUD):** Federal department through which the Program funds are distributed to grantees.

**Low-Income Family:** A family whose annual income does not exceed 80 percent of the area median income, as determined by HUD, with adjustments for smaller and larger families. [24 CFR 5.603]

**National Environmental Policy Act (NEPA):** Establishes a broad national framework for protecting the environment. NEPA's basic policy is to assure that all branches of government give proper consideration to the environment prior to undertaking any major federal action that could significantly affect the environment.

**National Flood Insurance Program (NFIP):** Created by Congress in 1968 to reduce future flood damage through floodplain management and to provide people with flood insurance through individual agents and insurance companies. FEMA manages the NFIP.

**Second Home:** If a second home is not rented out at any time during the year, it is a second home regardless of if it is used by the household or not. If a home is rented out part of the year and the owner uses the home more than 14 days or more than 10 percent of the number of days during the year that the home is rented, then it is a second home. If a home is rented out for part or all of the year and the owner does not use the home long enough then it is rental property and not a second home.

**Single Family Home:** A single-unit family residence detached or attached to other housing structures.

**Slum and Blight:** "Blighted area" and "slum" mean an area in which at least seventy per cent of the parcels are blighted parcels and those blighted parcels substantially impair or arrest the sound growth of the state or a political subdivision of the state, retard the provision of housing accommodations, constitute an economic or social liability, or are a menace to the public health, safety, morals, or welfare in their present condition and use.

**Subrogation:** The process by which duplicative assistance paid to the Property owner after receiving an award are remitted to the Program in order to rectify a duplication of benefit.

**Substantial Damage:** Occurs when a property sustains damages that equal or exceed 50 percent of its Fair Market Value (FMV) prior to the event, as determined by a local authorized official (e.g., a code officer) and is sent a Substantial Damage Letter, or if the ECR/AA value (minus elevation and bulkheads costs) meets or exceeds 50 percent of the Program cap.

**Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (Title 49 CFR Part 24) (42 U.S.C. 4601 et seq.) (URA):** Applies to all acquisitions of real property or displacements of persons resulting from federal or federally assisted program or projects. URA's objective is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects. For the purposes of these guidelines, URA mostly applies to residential displacements in involuntary (49 CFR Subpart B) acquisition or multifamily damaged/occupied activities that require the relocation of the tenants. A displaced person is eligible to receive a rental assistance payment that is calculated to cover a period of 42 months, as waived by the FR.

**Urgent Need National Objective:** An urgent need that exists because conditions pose serious and immediate threat to the health or welfare of the community; the existing conditions are recent or recently became urgent; and the subrecipient cannot finance the activities on its own because other funding sources are not available. Subrecipients or the state must document how each program and/or activity funded under this category responds to a disaster-related impact. See 24 CFR 570.208(c).

**CDBG-DR HURRICANE HARVEY  
VOLUNTARY BUYOUT GUIDELINES  
JEFFERSON COUNTY, TEXAS**

**(PUBLIC COMMENT DRAFT, AUGUST 28, 2020)**

**PUBLIC COMMENTS AND FEEDBACK WILL BE RECEIVED  
UNTIL 5:00 PM ON SEPTEMBER 28, 2020**

**SOURCE GUIDANCE: GLO-CDR HOUSING GUIDELINES  
SEPTEMBER 19, 2018**



# Resolution

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 25 day of August, 2020 on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, Section 34.05(a) of the Texas Property Tax Code states "If property is sold to a taxing unit that is a party to the judgment, the taxing unit may sell the property at any time, subject to any right of redemption existing at the time of sale;" and,

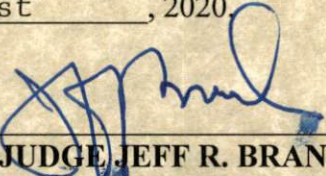
WHEREAS, Section 34.05(c) of the Texas Property Tax Code states in part "If the purchasing taxing unit has not sold the property within six months after the date on which the owner's right of redemption terminates, any taxing unit that is entitled to receive proceeds of the sale by resolution of its governing body, may request the sheriff in writing to sell the property at a public sale;" and,


WHEREAS, the deed to the property on the attached list has been held by Jefferson County and the entities for whom it collects taxes and has been determined to meet the criteria set out in one of the paragraphs above; and,

WHEREAS, Jefferson County and the entities for whom it collects taxes will receive the benefit from the proceeds from the sale and additional tax revenue once these properties are placed on the current tax roll.

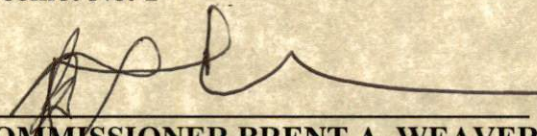
NOW THEREFORE, be it resolved that the Jefferson County Commissioners Court does hereby request the Jefferson County Sheriff to sell the listed properties on the first Tuesday of October, 2020.


SIGNED this 25th day of August, 2020

  
**JUDGE JEFF R. BRANICK**  
 County Judge

  
**COMMISSIONER EDDIE ARNOLD**  
 Precinct No. 1

  
**COMMISSIONER MICHAEL S. SINEGAL**  
 Precinct No. 3

  
**COMMISSIONER BRENT A. WEAVER**  
 Precinct No. 2

  
**COMMISSIONER EVERETTE D. ALFRED**  
 Precinct No. 4





Joleen E. Fregia  
Chief Deputy  
E-Mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

Charlie Hallmark  
County Treasurer  
1149 Pearl Street – Basement  
Beaumont, Texas 77701

Office (409) 835-8509  
Fax (409) 839-2347  
E-Mail  
[challmark@co.jefferson.tx.us](mailto:challmark@co.jefferson.tx.us)

August 19, 2020

Judge Jeff R. Branick and  
Commissioners Court  
Jefferson County Courthouse  
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of July 31st, 2020, including interest earnings.

The weighted average yield to maturity on the County's investments is 0.48%. The average yield on all investments is 1.39%. The 90 day Treasury discount rate on July 31st, 2020 was 0.09% and the interest on your checking accounts for the month of July was 0.12%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda August 25th, 2020, to be received and filed.

Sincerely,

Charlie Hallmark CIO  
Enclosure

Agenda should read:

Receive and File Investment Schedule for July, 2020,  
including the year to date total earnings on County funds.

JEFFERSON COUNTY  
MONTH END JULY 31, 2020 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT YALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK YALUE (ACCRUED INT.)
INVESTMENTS																
TEXAS CLASS	01-Jul-20	\$46,510,109.57	\$46,510,109.57	100	0.260%	31-Jul-20	NONE	31	31	TX-01-0485-4001	TEXAS CLASS	\$46,510,109.57			\$148,199.28	\$46,510,109.57
CDs and Securities																
FHLMC 1.70%	07-Feb-20	\$2,000,000.00	\$2,000,000.00	100	1.700%	07-Feb-23	07-Aug-20	921	1096	3134GVAK4	WELLS SECURITIES	\$2,000,296.38	\$100.0148	\$16,433.33		\$2,016,729.71
FNMA 1.80%	08-Nov-19	\$4,000,000.00	\$3,999,600.00	99.94	1.800%	28-Oct-22	28-Oct-20	819	1085	3135G0W74	WELLS SECURITIES	\$4,014,903.20	\$100.3726	\$18,600.00	\$36,000.00	\$4,033,503.20
FAMAC 1.75%	06-Jan-20	\$2,000,000.00	\$2,000,000.00	100	1.750%	06-Jan-23	06-Jan-21	889	1096	31422BRJ1	WELLS SECURITIES	\$2,013,340.10	\$100.6670	\$2,430.56	\$17,500.00	\$2,015,770.66
* (Investment CD's)																
		TOTAL PAR	AMT. INVESTED	WEIGHTED AVG. YLD	AVERAGE YIELD	WEIGHTED AVG. MATURITY	TOTAL MARKET VALUE									TOTAL BOOK VALUE
INVESTMENT ACCTS		\$46,510,109.57	\$46,510,109.57				\$46,510,109.57		0.00					0.00		\$148,199.28
CDs and Securities		\$8,000,000.00	\$7,999,600.00	0.481%	1.380%	153 DAYS	\$8,028,539.68		37,463.89					37,463.89	\$53,500.00	
TOTALS ALL ACCTS:		\$54,510,109.57	\$54,509,709.57				\$54,538,649.25		37,463.89					\$201,599.28		\$54,576,113.14
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS AS OF JULY 31, 2020																
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act and the investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.																
MARKET VALUE OF PLEDGE SECURITIES			\$82,476,927.83													
BALANCE IN ALL ACCOUNTS:			\$55,370,362.07													
OVER OR (UNDER) AMOUNT:			\$27,106,565.76													
			148.95%													

Charlie Hallmark, Jefferson County Investment Officer

*Charlie Hallmark*

JULY 2020, JEFFERSON COUNTY INVESTMENT MATURITIES													
MATURED SECURITIES AND INTEREST EARNED													
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS		
INVESTMENTS													
TEXAS CLASS	01-Jul-20	\$46,500,000.00	\$46,500,000.00		0.260%		31-Jul-20	31	TX-01-0485-4001	TEXAS CLASS	\$10,109.57		
FAMAC 1.75%	06-Jan-20	\$2,000,000.00	\$2,000,000.00	100	1.750%	06-Jan-23	06-Jul-20	182	31422BRJ1	WELLS SECURITIES	\$17,500.00	COUPON	
											\$27,609.57		
CHECKING INTEREST													
POOLED CASH ACCT		JULY INTEREST			0.120%			31	7783975381	WELLS FARGO	\$6,482.99		
OTHER COUNTY ACCTS		JULY INTEREST			0.120%			31		WELLS FARGO	\$616.10		
TAX LICENSE ACCT		JULY INTEREST						31	7783975274	WELLS FARGO	\$194.66		
												\$7,293.75	
TOTAL		\$48,500,000.00	\$48,500,000.00								\$34,903.32	\$34,903.32	

## FISCAL YEAR 2019-2020

### YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	1.535%	\$111,225.81	1.750%	\$26,216.67	1.930%
NOVEMBER	1.550%	\$90,091.81	1.750%	\$3,853.35	1.700%
DECEMBER	1.549%	\$107,200.69	1.750%	\$0.00	1.640%
JANUARY	1.540%	\$134,474.29	1.600%	\$0.00	1.610%
FEBRUARY	1.284%	\$150,135.40	1.600%	\$0.00	1.610%
MARCH	0.092%	\$127,416.80	1.100%	\$0.00	1.040%
APRIL	0.100%	\$94,794.19	0.350%	\$10,261.65	0.530%
MAY	0.130%	\$47,354.99	0.350%	\$14,471.66	0.370%
JUNE	0.110%	\$17,734.16	0.120%	\$11,899.16	0.310%
JULY	0.091%	\$24,793.75	0.120%	\$10,109.57	0.260%
AUGUST					
SEPTEMBER					
<b>ANNUAL TOTALS</b>		<b>\$905,221.89</b>		<b>\$76,812.06</b>	<b>\$982,033.95</b>



**Joleen E. Fregia**  
Chief Deputy  
e-mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

**Charlie Hallmark**  
County Treasurer  
1149 Pearl Street – Basement  
Beaumont, Texas 77701

Office (409) 835-8509  
Fax (409) 839-2347  
e-mail  
[challmark@co.jefferson.tx.us](mailto:challmark@co.jefferson.tx.us)

August 20th, 2020

Judge Jeff R. Branick  
County Commissioners  
Jefferson County  
Beaumont, TX 77701

Dear Judge and Commissioners:

Wells Fargo Bank is requesting release of the excess collateral pledged to the funds of Jefferson County through the Bank of New York-Mellon Trust Company.

Currently we have collateral in place totaling \$78,663,867.86 versus our \$56,394,501.70 in deposits; 139%.

Please consider for approval this release at your next Commissioner's Court meeting.

Sincerely,

A handwritten signature in blue ink that reads "Charlie Hallmark". The signature is fluid and cursive, with the first name "Charlie" and last name "Hallmark" clearly distinguishable.

Charlie Hallmark CIO

FOR COMMISSIONERS COURT AGENDA AUGUST 25<sup>th</sup>, 2020  
Agenda should read:

Consider and possibly authorize the County Treasurer to execute Release of Excess Collateral with Wells Fargo Bank, N.A. for the funds of Jefferson County.

Middle Market COO  
Public Funds Collateral Management Team  
333 Market St 4th Floor  
MAC A0109-040  
San Francisco, CA 94105 - 2100  
publicfundscollateral@wellsfargo.com



August 17, 2020

Jefferson County  
Attn: Charlie Hallmark

Tel #: 409-835-8510  
Fax #: 409-839-2347  
E-Mail: challmark@co.jefferson.tx.us

Subject: Request to Release Excess Collateral

Respond By: 8/19/2020

Pledgee: PL-0001219

Custodian: Bank of New York Mellon

Custodian #: WUB563

Wells Fargo Bank, N.A. currently holds pledged collateral in the name of your organization to cover deposits in excess of FDIC insurance limits. As of January, 1, 2013, the FDIC insures the deposits of governmental accounts on a per Official Custodian basis as follows:

The aggregate balances in demand deposit accounts are insured up to \$250,000 per Official Custodian; and the aggregate balances in time and savings accounts are insured up to \$250,000 per Official Custodian.

Wells Fargo Bank, N.A. collateralizes balances in accordance with all applicable state and federal laws. The balances in your public fund account(s) and collateral levels are monitored daily. A recent analysis of your account and pledged collateral presented the following:

Total deposits net FDIC as of: 08/16/2020	
(Total deposits less applicable FDIC insurance x 100%)	\$56,394,501.70
Total Market Value of Collateral held as of: 08/16/2020	\$78,663,867.86
Collateral to be released:	\$13,000,000.00

We are requesting your approval to release collateral to meet your current collateral needs. Please sign below and return as soon as possible. The signed release form should be faxed to my attention at 1-866-686-5441.

If you should have any questions, or if further information is needed to satisfy this request, please call our toll free number 1-877-479-6603. We sincerely appreciate the opportunity to provide you the highest quality service for your business needs.

Sincerely,

Sheila Lynch - Vice President  
Public Funds Collateral Management Team

I hereby authorize Wells Fargo Bank, N.A. to reduce the level of securities pledged to our public deposit account(s).

---

(Customer) Authorized Signature

Print Name

Date

**Special, August 25, 2020**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, August 25, 2020