

SPECIAL, 10/27/2020 10:30:00 AM

BE IT REMEMBERED that on October 27, 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
October 27, 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
October 27, 2020**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **27th** day of **October 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:

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm 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.

10:00 A.M.-Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending and contemplated litigation.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

Notice of Meeting and Agenda and Minutes
October 27, 2020

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

PURCHASING:

1. Consider and approve specifications for Request for Statements of Qualification (RFQ 20-051/JW) Professional Engineering Services for Taylor's Bayou Drainage Improvements – Community Development Block Grant-Disaster Recovery (CDBG-DR) Program Project for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 12 - 141

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

2. Execute, receive and file a contract renewal for (RFP 18-034/YS), Janitorial Services for Jefferson County with Southeast Texas Building Service for a second one (1) year renewal from November 21, 2020 through November 20, 2021.

SEE ATTACHMENTS ON PAGES 142 - 142

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

3. Execute, receive and file a contract renewal for (IFB 19-056/YS), Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County with Gulf Coast, a CRH Company and Knife River Corporation – South for a first one (1) year renewal from November 17, 2020 through November 16, 2021.

SEE ATTACHMENTS ON PAGES 143 - 144

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
October 27, 2020

4. Consider and approve award, execute, receive and file Task Order for (RFP 18-044/YS), FEMA Grant Management and Insurance Advisory Services for Jefferson County with Tidal Basin Government Consulting, LLC.to provide grant management advice for the Building Resilient Infrastructure and Communities (BRIC) and/or Flood Mitigation Assistance (FMA); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

SEE ATTACHMENTS ON PAGES 145 - 146

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:

5. Consider and approve FY 2021 budget amendment – Engineering – replacement of vehicle.

| | | | |
|-------------------|---------------------------|-------------|-------------|
| 115-0501-431-6007 | AUTOMOBILES | \$34,000.00 | |
| 120-9999-415-9999 | CONTINGENCY APPROPRIATION | | \$34,000.00 |

SEE ATTACHMENTS ON PAGES 147 - 147

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

6. Consider and approve FY 2020 budget transfer – Crime Lab – additional cost for laboratory gases

| | | | |
|-------------------|---------------------|----------|----------|
| 120-3060-421-3042 | LABORATORY SUPPLIES | \$400.00 | |
| 120-3060-421-5077 | CONTRACTUAL SERVICE | | \$400.00 |

SEE ATTACHMENTS ON PAGES 148 - 148

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

7. Consider and approve FY 2021 budget amendment – District Attorney – match for DA Special Crimes Grant.

Notice of Meeting and Agenda and Minutes
October 27, 2020

| | | | |
|-------------------|---------------|-------------|-------------|
| 120-1024-491-5097 | PARTICIPATION | \$27,920.00 | |
| 120-2030-412-1024 | ATTORNEY | | \$27,920.00 |

SEE ATTACHMENTS ON PAGES 149 - 149

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

8. Receive and file Financial & Operating Statements – County Funds Only for the Month Ending September 30, 2020 (Unadjusted).

SEE ATTACHMENTS ON PAGES 150 - 167

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

9. Receive and file Intergovernmental agreement between Jefferson County and Drainage District 6 for joint application and project management for CDBG-MIT funds from the General Land Office.

SEE ATTACHMENTS ON PAGES 168 - 170

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

10. Regular County Bills – check #476447 through checks #476653.

SEE ATTACHMENTS ON PAGES 171 - 180

Motion by: Commissioner Arnold
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

11. 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 181 - 181

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

12. Consider and possibly approve extending the Disaster Declaration for Hurricane Laura.

SEE ATTACHMENTS ON PAGES 182 - 182

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

13. Consider and possibly approve a Resolution to renew and extend the Disaster Declaration issued for Hurricane Delta.

SEE ATTACHMENTS ON PAGES 183 - 183

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

14. Consider and possibly approve the appointment of Regional C. Boykin Sr. as Commissioner for Jefferson County Drainage District No. 3. (This is an appointment of Commissioner Sinegal.)

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
October 27, 2020

15. Receive and file Certificate of Completion for Commissioner Brent Weaver. Commissioner Weaver has successfully completed the Continuing Education provisions of Section 81.0025 of the Texas Local Government Code 2020.

SEE ATTACHMENTS ON PAGES 184 - 184

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

16. Consider, possibly approve, authorize the County to execute, receive and file the Conditional Deed of Gift from the US Army TACOM Life Cycle Command for the M101A1 Howitzer, the M115 Howitzer, the UH-1 Helicopter and the M60A3 Tank displays at Veterans Memorial Park.

SEE ATTACHMENTS ON PAGES 185 - 200

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

17. Conduct a Public Hearing regarding proposed amendments to the Jefferson County Amended Tax Abatement Policy Pursuant to Sec. 321.002 (c-1), Texas Tax Code.

OPEN FOR DISCUSSION; NONE - CLOSED

Action: NONE

18. Consider, possibly approve and adopt proposed amendments to the Jefferson County Amended Tax Abatement Policy Pursuant to Sec. 321.002, Texas Tax Code.

SEE ATTACHMENTS ON PAGES 201 - 219

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

19. Receive and file executed Amended Agreement for professional services between Jefferson County and Tim Richardson relating to work seeking BP Deepwater Horizon (DWH) restoration funding for Jefferson County.

SEE ATTACHMENTS ON PAGES 220 - 230

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

ADDENDUMS

20. Consider and approve authorizing the County Judge to execute the County Health Authority agreement with Ezea Ede, M.D. effective October 20, 2020.

SEE ATTACHMENTS ON PAGES 231 - 236

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

21. Consider and possibly approve County to execute, receive, and file special deed. The property is owned by Jefferson County and the State of Texas. This ownership resulted from a Tax Warrant executed by the Sheriff on June 30, 2010. The sale of this property is authorized by Section 34.05 of the Texas Property Tax Code.

SEE ATTACHMENTS ON PAGES 237 - 238

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

ENGINEERING:

22. Execute, receive and file Utility Permit 09-U-20 to AT&T Telecommunications, Inc for fiber optics on Brooks Road located in Precinct 4.

SEE ATTACHMENTS ON PAGES 239 - 249

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

23. Consider and possibly approve a plat of 9.073 acres being the Called West One Half of the Reserve "A" of South Fork Subdivision and located on Santa Fe Trail and I-10 Frontage Road in Precinct #4. This plat is not within any ETJ (extra-territorial jurisdiction) and has met all the platting requirements of the Jefferson County Engineering Department.

SEE ATTACHMENTS ON PAGES 250 - 251

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

RISK MANAGEMENT:

24. Consider and possibly approve Employee and Retiree Benefits' renewal with the Southeast Texas Government Employee Benefits Pool, effective January 1, 2021.

SEE ATTACHMENTS ON PAGES 252 - 253

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

25. Consider and possibly approve the Sheriff's Department Aviation Insurance renewal, effective October 21, 2020, with Ace American Insurance Company, at an annual premium of \$73,762.00 (a 10% increase from 2019).

SEE ATTACHMENTS ON PAGES 254 - 254

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

ROAD & BRIDGE PCT. 2:

26. Consider and possibly approve Resolution commending Damian James Dauphine for thirty- two (32) years of service to Jefferson County Precinct 2 Road and Bridge Office and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 255 - 255

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

October 27, 2020

Request for Statements of Qualification (RFQ 20-051/JW)
Professional Engineering Services for Taylor's Bayou Drainage Improvements -
Community Development Block Grant-Disaster Recovery (CDBG-DR) Program Project
for Jefferson County

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with (RFQ 20-051/JW) Professional Engineering Services for Taylor's Bayou Drainage Improvements - Community Development Block Grant Disaster Recovery (CDBG-DR) Program Project for Jefferson County. Jefferson County is soliciting statements of qualifications from qualified firms to provide professional engineering services for drainage improvements on Taylor's Bayou located in Jefferson County, Texas. Firms should have past experience with federally funded programs.

All interested individuals and firms shall obtain a "Request for Qualifications" packet from the Jefferson County Purchasing web site at <http://co.jefferson.tx.us/Purchasing>

All submittals shall be evaluated by a Selection Committee. The Selection Committee will evaluate submissions to this request and select the firm most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, November 25, 2020. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be 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. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us

REQUEST NAME: Professional Engineering Services for Taylor's Bayou Drainage Improvements -
Community Development Block Grant Disaster Recovery (CDBG-DR) Program Project
for Jefferson County

REQUEST NO.: RFQ 20-051/JW

DUE DATE/TIME: 11:00 am CT, Wednesday, November 25, 2020

MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, TX 77701

Jefferson County encourages Disadvantaged Business Enterprises to participate in the qualifications submission 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.

We look forward to your active participation in this solicitation.

Sincerely,

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

Table of Contents

| | |
|---|-----------|
| Table of Contents | 1 |
| Section 1: Introduction and Purpose | 3 |
| Section 2: Scope of Work..... | 3 |
| Section 3: Statement of Qualifications..... | 6 |
| Section 4: Procedure..... | 7 |
| Section 5: Selection Committee | 7 |
| Section 6: Laws and Regulations | 7 |
| Section 7: Insurance..... | 8 |
| Section 8: Workers' Compensation Insurance | 8 |
| Section 10: Confidential/Proprietary Information..... | 11 |
| Section 11: Terms and Conditions | 11 |
| Section 12: Respondent Rating Criteria..... | 13 |
| Section 13: Submission Requirements..... | 13 |
| Evaluation Rating Sheet (SAMPLE)..... | 15 |
| Respondent Information Form..... | 17 |
| Vendor Reference Form (One)..... | 18 |
| Vendor Reference Form (Two)..... | 19 |
| Vendor Reference Form (Three) | 20 |
| (SAMPLE) Contract Document | 21 |
| Proof of System for Award Management (SAM) Registration (INSERT HERE PAGE) | 31 |
| Certificate of Insurance (INSERT HERE PAGE)..... | 32 |
| FORM 1295 (Texas Ethics Commission Requirement) (SAMPLE) | 33 |
| Offer to Contract Form | 34 |
| Acceptance of Offer Form..... | 35 |
| Signature Page | 36 |
| House Bill 89 Verification..... | 37 |
| Senate Bill 252 Certification..... | 38 |
| Jefferson County Section 3 Policy | 39 |
| Equal Opportunity Guidelines for Construction Contractors..... | 40 |
| Section 3 Utilization Plan and Statement of Compliance | 41 |
| Section 3 Business Concern Self-Certification Form | 47 |
| GLO Compliance Package/GLO Information Security Appendix | 48 |
| GLO Compliance Package/GLO Contractor Proposal Certification | 50 |
| GLO Compliance Package/GLO Certification of Offeror – Civil Rights and Regulations | 51 |

Table of Contents (Continued)

| | |
|---|-----|
| Conflict of Interest Questionnaire | 53 |
| Certification Regarding Lobbying | 55 |
| Disclosure of Lobbying Activities | 56 |
| Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY)..... | 58 |
| Federal Labor Standards Provisions..... | 59 |
| Title 29: Labor | 64 |
| Contractor Certifications..... | 69 |
| Non-Collusion Affidavit..... | 72 |
| Certificate from Subcontractor/Supervision of Payment..... | 73 |
| Section 3 Complaint Register | 74 |
| Good Faith Effort Determination Checklist..... | 84 |
| Notice of Intent | 85 |
| HUB Subcontracting Participation Declaration Form | 86 |
| Residence Certification/Tax Form | 90 |
| Required Federal Contract Provisions..... | 91 |
| Respondent's Affidavit..... | 129 |

Response Submissions:

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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. <http://www.co.jefferson.tx.us/purchasing/main.htm>

Section 1. Introduction and Purpose:

Hurricane Harvey overwhelmed the drainage system of Jefferson County, Texas (County). Heavy rainfall caused flooding of homes and streets. The narrow width of Taylor's Bayou prevented stormwater from flowing effectively. This inundated the drainage system and threatened public health, safety, and welfare.

In response to the identified needs for drainage improvements for Taylor's Bayou, Jefferson County has applied for the upcoming Community Development Block Grant – Disaster Recovery funding from the General Land Office – Community Development & Revitalization (GLO). One of the planned projects with this potential funding is to conduct drainage Infrastructure improvements to facilitate proper stormwater conveyance and reduce the impact of future flooding.

Should these grant funds be secured from the GLO, the County will seek to contract with a qualified and competent Engineering Firm for services that will encompass all-project related engineering services to the County for drainage improvements at Taylor's Bayou to **Widen the width of Taylor's Bayou and Replace of the Highway 124 bridge**. Contracted firm shall complete all associated appurtenances.

The following outlines this request for qualifications.

Section 2. Scope of Work:

The proposed project is a drainage improvement project located in an unincorporated area of Jefferson County, Texas; eight miles southwest of Beaumont.

The project will involve increasing the width of Taylor's Bayou for 500 feet. The widening will extend from 250 feet upstream from Hwy-124 to 250 feet downstream from Hwy-124. The Bayou width currently averages 100 feet through this stretch and will be increased to 220 feet wide. The widening will be accomplished by excavating material from the northeast side of the bayou and hauling it away to an upland fill site. An average of 70 feet of additional flat bottom will be excavated at elevation -7.0, and a 4H:1V side slope will be excavated up to ground level. The bayou will not be made deeper, only wider.

In order to accommodate the bayou widening and to accomplish more efficient flood flow, the Hwy-124 Bridge will be replaced with a 5-span, 260 -ft long bridge. The existing bridge is a 7-span, 140-ft long bridge.

It will be the contracted Engineering Firm's responsibility to plan and design the project to meet the standards of; and receive the approval of the Texas Department of Transportation (TxDOT).

TxDOT will review and comment on the plans and specifications. TxDOT will also review and approve the construction inspection procedures.

The bridge construction project will involve traffic control, bridge demolition and removal, driving pilings, cap and abutment construction, stringer placement, deck construction, safety rail construction, pavement placement, approach roadway subgrade, base and pavement installation, and striping.

The bayou excavation project will involve mechanical excavation, dump truck loading and on-road hauling to a fill site and deposition.

Once the channel has been excavated and shaped, all disturbed surfaces will be seeded with hydro-mulch seed.

The schedule for the project is estimated as follows and is estimated at two years:

| <u>Activity</u> | <u>Start Month</u> | <u>Duration Months</u> |
|------------------------|---------------------------|-------------------------------|
| Excavation | 1 | 2 |
| Engineer Procurement | 1 | 2 |
| Project Design | 3 | 5 |
| Bid Contract | 9 | 2 |
| Construction | 12 | 24 |

Project Location:

Latitude: 29° 04' 00" N 29.0667 N

Longitude: 94° 16' 09" W 94.2692 W

The engineering contract will encompass all project-related engineering services to include but not limited to:

- Preliminary and final design plans and specifications;
- Assistance with preparation of the construction bid packets;
- Ensure adherence of project to all applicable TxDOT standards and regulations
- Conduct all field testing and inspections (interim and final); and
- Assist the Jefferson County Purchasing Department by answering any technical questions received from potential bidders for the construction invitation for bid
- Attend Pre-Bid Meeting(s) and Pre-Construction Meeting(s)
- Attend Bid Opening
- Prepare Preliminary Bid Tabulation & Final Bid Tabulation
- Manage all of the construction project components of this project to include but not limited to: demolition of existing bridge, excavation of the channel across the highway right-of-way, construction the new bridge, and completion of the roadway work.
- Preparation of Change Orders
- Other special services deemed necessary for the completion of the bid specifications and construction project in its entirety

Adherence to Texas Department of Transportation (TxDOT) Standards:

For this project, the County (through the services of the selected engineering firm) must adhere to any and all applicable Texas Department of Transportation standards and regulations.

It will be the selected/contracted Engineering Firm's responsibility to ensure the adherence of the project to any and all applicable TxDOT standards and regulations.

TxDOT Prequalification Requirements:

Engineering Firms submitting proposals must be prequalified by TxDOT prior to RFQ response submission. Proof of this prequalification must be provided in your response.

It is the intent of the County to select an engineering firm that has the necessary background, qualifications, and experience to provide the professional engineering services as described within these specifications in a timely and professional manner.

Engineering Firm providing these services must also:

Be led by a principal or partner of an established professional firm or organization;

Have demonstrated ability to work successfully with government entities including:

1. No previous record of default on a government contract;
2. No applicant entity, or principal thereof, may be awarded a Federal contract if subject to a debarment, suspension, or limited denial of participation under 24 CFR Part 24;
3. No formal debarment or suspension from entering into contracts with a governmental agency or other notification of ineligibility or prohibition against bidding or proposing on government contracts; and
4. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this invitation for bid.

Section 3. Statement of Qualifications:

Jefferson County is seeking to contract with a competent and professional engineering firm, registered to practice in the State of Texas and in good standing (per the Texas Engineering Practice Act), that has had experience in the following areas:

- Municipal construction including but not limited to waterworks, projects;
- Federally-funded construction projects; and
- Projects located in this general region of the state

Offerors should also address the following topics within their response:

- Name of the firm wishing to contract with the County.
- Firm's local address.
- Firm's corporate or main office address.
- Number of years the firm has been in business.
- Firm's organization chart
- Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
- Description of the reasons why the firm would be uniquely qualified to provide Professional Engineering Services to Jefferson County.
- Brief history your firm, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
- Brief statement of the respondent's understanding of the services required and qualifications necessary to provide CDBG-DR Engineering Services;
- Brief summary of the overall capabilities of staff and any proposed sub-contractors relative to CDBG-DR Engineering Services as outlined in the scope of work, as well as staffing plans clearly stating how they intend to integrate staff and maintain presence with the County throughout the duration of the contract; and capability of meeting deadlines.
- Proof of proper and valid licensing to conduct business in Jefferson County and the State of Texas
- **Proof of Prequalification from TxDOT**
- Proof of Current Applicable Department of Professional Regulation License(s)
- Proof of Other Current Applicable Certification(s)
- Copy of your current certificate of insurance for professional liability.
Note: Upon award, firm must provide a certificate of insurance that meets/exceeds insurance requirements as written on Pages 8-10 (Sections 7 & 8) of these specifications.
- List of past local government clients, as well as resumes of all engineers/staff persons that will or may be assigned to this project if you receive the engineering contract award.
- Description of work performance and experience with Engineering Services for CDBG Disaster Recovery or similar grant-funded projects (within the past five years) including a list of at least three references from past local government clients or other applicable clients, with information describing the recency and relevancy of the previous performance and experience;

- Description of your firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this Engineering Services contract, identifying current employees and proposed hires; and
- Statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.
- **Three (3) COMPLETED & SIGNED Vendor Reference Statements (forms included in these specifications, see Pages 18-20). These statements must be completed and signed by the Reference.**

Additional Information:

Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

Section 4. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Commissioners' Court will appoint a Selection Committee, which will evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list. Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

Section 5. Selection Committee

Because of the diversity of the departments and activities of the County, the Jefferson County Commissioners' Court will appoint the selection committee for this Request for Qualifications. The Purchasing Agent may appoint a chairperson and no less than two other members for the committee. Typically, the committee will consist of at least one elected official, one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding. Other members may be appointed as necessary and appropriate, but the total number of persons on the selection committee shall not exceed five persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project, in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project; therefore, a firm rated number one for one project could very well not even be rated for another.

Section 6. Laws and Regulations

The selected Engineering Firm(s)/Individual(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

Section 7. Insurance

The contractor (including any and all subcontractors as defined in Section 8.1.3 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.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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 8 Below)

Section 8. Workers' Compensation Insurance

8.1 Definitions:

8.1.1 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.

8.1.2 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.

8.1.3 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.

8.2 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.

- 8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 7 above.
- 8.4 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.
- 8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 8.5.1 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
 - 8.5.2 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.
- 8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 8.7 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.
- 8.8 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.
- 8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 8.9.1 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.
 - 8.9.2 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.
 - 8.9.3 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.
 - 8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 8.9.4.2 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.
 - 8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 8.9.6 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
 - 8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 8.1. – 8.7., with the certificates of coverage to be provided to the person for whom they are providing services.

- 8.10 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.
- 8.11 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.

Section 10. Confidential/Proprietary Information

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

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

Section 11. Terms and Conditions

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Engineering Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Engineering Firm under contract shall be made available to any individual or organization by the Engineering Firm without the prior written approval of the County.

5. 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>

6. 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 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

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

7. 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.

Section 12. Rating Criteria

The appointed Selection Committee will consider the following criteria in evaluating responses:

- | | | |
|----|------------------------------------|----------------------------|
| a. | Experience | Maximum Points = 40 |
| b. | Work Performance/References | Maximum Points = 40 |
| c. | Capacity to Perform | Maximum Points = 20 |

For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

- For costs of engineering (A/E) professional services that will exceed \$50,000, negotiations, including profit as a percentage of the price of the contract, must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2 CFR 200.320(d)(5) and Texas Government Code § 2254.004) Upon the initial selection of the Respondent based on its demonstrated competence and qualifications to perform such services, the Respondent must disclose and certify the percentage of profit as a separate element of the price of the contract during its negotiations with the Grant Recipient to determine fair and reasonable compensation.

Section 13. Submission Requirements

Respondents are responsible for submitting:

One (1) original and (5) five response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Additionally, Respondent 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/>

Responses shall be mailed or delivered to:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

All submissions must be received by 11:00 am CT, Friday, November 25, 2020.

Jefferson County will not accept any submissions received after the stated time and date, and shall return such submissions unopened to the Respondent.

Jefferson County will not accept any responsibility for submissions being delivered by third party carriers.

Submissions shall be tightly sealed in an opaque envelope or box and plainly marked with the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

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

Submissions will be opened publicly in a manner to avoid public disclosure of contents/however only the names of Respondents will be read aloud.

There will NOT be a Pre-Submittal Conference for this RFQ.

Deadline for Questions: In the event your firm desires additional information, Jefferson County will endeavor to provide such information; however, Jefferson County will not be responsible for any delay resulting in the respondent's inability to meet the deadline for submission of the Statement of Qualifications.

Interested parties may provide written questions to Jamey West, Assistant Purchasing Agent at: jwest@co.jefferson.tx.us.

Question responses will be made available as soon as possible and posted as addendum(s) to the on the Jefferson County Purchasing Department's website.

The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, Friday, November 13, 2020.

Courthouse Security: Respondents are advised that all visitors to the Courthouse must pass through Security. Respondents 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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to have their temperature taken (and pass), apply hand sanitizer (provided), and wear a mask within the courthouse. If a visitor does not have a mask on-hand, one will be provided. At times, these precautions may slow entry into the courthouse. Bidders are strongly urged to plan accordingly.

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 |

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 bid 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 RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications 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.

Professional Engineering Services Rating Sheet

Grant Recipient Jefferson County, Texas

CDBG Contract No. _____

Name of Respondent _____

Date of Rating _____

Evaluator's Name _____

Evaluator's Signature: _____

Experience -- Rate the Respondent of the Request for Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

| <u>Factors</u> | <u>Maximum Points</u> | SCORE |
|--|---------------------------|--------------|
| 1. Related Experience / Background with federally funded projects | 5 | _____ |
| 2. Related Experience / Background with specific project type (Federally-Funded Drainage Projects) | 5 | _____ |
| 3. Related experience/background with specific services (Professional Engineering Services for Drainage Projects) | 20 | _____ |
| 4. References from current/past clients | 10 | _____ |
| Subtotal, Experience | 40 possible points | TOTAL |

Work Performance

| <u>Factors</u> | <u>Maximum Points</u> | SCORE |
|--|---------------------------|--------------|
| 1. Past client projects completed on schedule | 20 | _____ |
| 2. Work product is consistently of high quality with low level of errors | 20 | _____ |
| Subtotal, Performance | 40 possible points | TOTAL |

Capacity to Perform

| <u>Factors</u> | <u>Maximum Points</u> | SCORE |
|---|---------------------------|--------------|
| 1. Qualifications/Experience of Staff | 5 | _____ |
| 2. Present and Projected Workloads | 5 | _____ |
| 3. Quality of Response | 5 | _____ |
| 4. Demonstrated understanding of scope of the project | 5 | _____ |
| Subtotal, Capacity to Perform | 20 possible points | TOTAL |

**Professional Engineering Services Rating Sheet
(CONTINUED)**

EVALUATOR: _____

TOTAL SCORE

| <u>Factors</u> | Maximum Points | <u>SCORE</u> |
|--|---------------------------|---------------------|
| <input type="checkbox"/> Experience | 40 | _____ |
| <input type="checkbox"/> Work Performance | 40 | _____ |
| <input type="checkbox"/> Capacity to Perform | 20 | _____ |
| | <hr/> 100 | <hr/> |
| Total Score _____ | MAXIMUM POINTS | _____ |

Respondent Information Form

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

RFQ Number & Name:

(RFQ 20-051/JW) Professional Engineering Services for Taylor's Bayou Drainage Improvements - Community Development Block Grant-Disaster Recovery (CDBG-DR) Program Project for Jefferson County

Respondent's Company/Business Name: _____

Respondent'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

Respondent Shall Return Completed Form with Offer.

Vendor Reference Number One: Questionnaire Form

**Respondent: Please have reference complete & sign this questionnaire form.
A total of (3) completed forms are to be submitted with your response to this RFQ.**

Reference Information:

Government Entity/Company Name: _____

Address: _____
Street/PO
City
State
Zip

Reference Contact Person & Title: _____

Phone: (_____) _____ **Alt. Phone:** (_____) _____ **Fax:** (_____) _____

Email Address: _____

Reference Contact Person's Signature: _____ **Date:** _____

1. Briefly Describe the work the contractor performed for your office/company/firm:

2. How well did the contractor adhere to the agreed upon schedule?

3. How would you rate the contractor's quality of work?

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

5. How would you rate the contractor's use of appropriate engineering/project management methods?

Respondent Shall Return Completed Form with Offer.

Vendor Reference Number Two: Questionnaire Form

**Respondent: Please have reference complete & sign this questionnaire form.
A total of (3) completed forms are to be submitted with your response to this RFQ.**

Reference Information:

Government Entity/Company Name: _____

Address: _____
Street/PO
City
State
Zip

Reference Contact Person & Title: _____

Phone: (_____) _____ **Alt. Phone:** (_____) _____ **Fax:** (_____) _____

Email Address: _____

Reference Contact Person's Signature: _____ **Date:** _____

1. Briefly Describe the work the contractor performed for your office/company/firm:

2. How well did the contractor adhere to the agreed upon schedule?

3. How would you rate the contractor's quality of work?

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

5. How would you rate the contractor's use of appropriate engineering/project management methods?

Respondent Shall Return Completed Form with Offer.

Vendor Reference Number Three: Questionnaire Form

**Respondent: Please have reference complete & sign this questionnaire form.
A total of (3) completed forms are to be submitted with your response to this RFQ.**

Reference Information:

Government Entity/Company Name: _____

Address: _____
Street/PO City State Zip

Reference Contact Person & Title: _____

Phone: (_____) _____ **Alt. Phone:** (_____) _____ **Fax:** (_____) _____

Email Address: _____

Reference Contact Person's Signature: _____ **Date:** _____

1. Briefly Describe the work the contractor performed for your office/company/firm:

2. How well did the contractor adhere to the agreed upon schedule?

3. How would you rate the contractor's quality of work?

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

5. How would you rate the contractor's use of appropriate engineering/project management methods?

Respondent Shall Return Completed Form with Offer.

CONTRACT

PROFESSIONAL ENGINEERING SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the COUNTY OF Jefferson, Texas hereinafter called the "County", acting herein by _____ here unto duly authorized, and _____ hereinafter called "the Contractor", acting herein by _____.

WITNESSETH THAT:

WHEREAS, the County of Jefferson, Texas desires to implement/complete the following: Community Development Block Grant – Disaster Recovery Home Buyout/Acquisition Program under the general direction of the Texas General Land Office. Whereas the County desires to engage _____ to render certain Engineering Services in connection with this Taylor's Bayou Drainage Improvement Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.
3. Local Program Liaison - For purposes of this Contract, The Jefferson County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records – The Texas General Land Office, The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the Engineering Services award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's Engineering Services contract with _____.
5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$_____. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the GLO contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
 - a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jefferson County, Texas.

- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV, [*and if applicable*, including the following exhibits/attachments: represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

The executed agreement documents shall consist of the following components:

- | | |
|------------------------------|---|
| a. This Agreement (pgs. 1-3) | f. General Conditions, Part I |
| b. Addenda | g. Special Conditions |
| c. Invitation for Bids | h. Technical Specifications |
| d. Instructions to Bidders | i. Drawings (as listed in the Schedule of Drawings) |
| e. Signed Copy of Bid | j. [Add any applicable documents] |

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY:

(Local County Official)

(Printed Name)

(Title)

BY:

(Contractor's Authorized Representative)

(Printed Name)

(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

Awarded firms shall be responsible for the performance of all required Engineering Services as described within the bid specifications, addenda, and appendices for this project. All submitted responses shall be for principal firms and may include subcontractors.

A description of services that may be utilized under this RFQ includes but is not limited to:

All-project related engineering services to the County for drainage improvements at Taylor's Bayou to **Widen the width of Taylor's Bayou and Replace of the Highway 124 bridge**. Contracted firm shall complete all associated appurtenances.

- Preliminary and final design plans and specifications;
- Assistance with preparation of the construction bid packets;
- Ensure adherence of project to all applicable TxDOT standards and regulations
- Conduct all field testing and inspections (interim and final); and
- Assist the Jefferson County Purchasing Department by answering any technical questions received from potential bidders for the construction invitation for bid
- Attend Pre-Bid Meeting(s) and Pre-Construction Meeting(s)
- Attend Bid Opening
- Prepare Preliminary Bid Tabulation & Final Bid Tabulation
- Manage all of the construction project components of this project to include but not limited to: demolition of existing bridge, excavation of the channel across the highway right-of-way, construction the new bridge, and completion of the roadway work.
- Preparation of Change Orders
- Other special services deemed necessary for the completion of the bid specifications and construction project in its entirety

Additional Services (as directed by the County):

Court appearances

Any other task necessary to complete the objectives of the CDBG-DR/GLO Program.

PART III
PAYMENT SCHEDULE

County shall reimburse (Contractor) for Engineering Services provided and as described within this contract document and bid specifications, as follows:

T.B.D.

SAMPLE

PART IV

TERMS AND CONDITIONS

1. **Termination for Cause.** If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. **Termination for Convenience of the County.** County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

[Parties should include the manner by which such termination will be affected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. **Changes.** The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. **Resolution of Program Non-Compliance and Disallowed Costs.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Texas General Land Office Community Development Block Grant-Disaster Relief program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.

If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7. Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

- a. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
- b. **Copyright.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
- c. **Compliance with Local Laws.** The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

9. Conflicts of Interest.

- a. **Governing Body.** No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the GLO award between GLO and the County shall have any personal financial interest, direct or

indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

- b. Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the Engineering Services award between _____ and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- c. Contractor and Employees.** The Contractor warrants and represents that it has no conflict of interest associated with the Engineering Services award between _____ and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the GLO award between GLO and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

- 10. Debarment and Suspension (Executive Orders 12549 and 12689).** The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

- 11. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).**

During the performance of this contract, the Contractor agrees as follows:

- a.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b.** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c.** The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees

or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

15. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

[If this Contract is greater than \$100,000, include the following Section 3 language:]

16. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b)

requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

RESPONDENT INSTRUCTIONS:

INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT REGISTRATION BEHIND THIS PAGE.

(For additional information regarding the System for Award Management, please see Section 11, Item 5, Page 11.)

CERTIFICATE OF INSURANCE

RESPONDENT INSTRUCTIONS:

INSERT COPY OF CERTIFICATE OF INSURANCE HERE.

UPON AWARD, THE AWARDED RESPONDENT WILL BE REQUIRED TO SUBMIT A CERTIFICATE OF INSURANCE THAT NAMES JEFFERSON COUNTY AS AN “ADDITIONAL INSURED.”

(For additional information regarding Certificate of Insurance Requirements, please see Sections 7 & 8, Page 8-10)

| CERTIFICATE OF INTERESTED PARTIES | | FORM 1295 | |
|--|--|---|--|
| Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | | OFFICE USE ONLY <div style="font-size: 2em; transform: rotate(-30deg); opacity: 0.5; position: absolute; top: 50%; left: 50%;"> Must file online at www.ethics.state.tx.us/File </div> | |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. | | | |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. | | | |
| 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. | | | |
| 4 <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">Name of Interested Party</div> <div style="width: 20%;">City, State, Country (place of business)</div> <div style="width: 40%;">Nature of Interest (check applicable)</div> </div> | | <div style="display: flex; justify-content: space-around;"> <div style="width: 45%; text-align: center;">Controlling</div> <div style="width: 45%; text-align: center;">Intermediary</div> </div> | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| 5 Check only if there is NO Interested Party. <input type="checkbox"/> | | | |
| 6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. <div style="text-align: right; margin-right: 100px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div> | | | |
| ADD ADDITIONAL PAGES AS NECESSARY | | | |

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

The Offer is hereby accepted for the following items:

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. 20-051/JW, Professional Engineering Services for Taylor's Bayou Drainage Improvements - Community Development Block Grant Disaster Recovery (CDBG-DR) Program Project for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Signature Page

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal/qualifications submission and time of award, the undersigned will notify the Jefferson County Purchasing Agent. Failure to do so may result in terminating a contract for default.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this Statement of Qualifications in collusion with any other Respondent, and that the contents of this Statement of Qualifications as to prices, terms or conditions of said Statement of Qualifications have not been communicated by the undersigned nor by any employee or agent to any other Respondent or to any other person(s) engaged in this type of business prior to the official opening of this Statement of Qualifications. And further, that neither the Respondent 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 submit a Statement of Qualifications or not submit a Statement of Qualifications thereon.

| | |
|--------------------------|-------------|
| Firm (Entity Name) | Signature |
| Street & Mailing Address | Print Name |
| City, State & Zip | Date Signed |
| Telephone Number | Fax Number |
| E-mail Address | |

Respondent 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

A1002

Section 3 Policy

In accordance with 12 U.S.C. 1701u the County of Jefferson agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officer and representative of Jefferson County, I the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature 

JEFF R. BRANICK,
COUNTY JUDGE

Date: 02-13-2017

09/01/2016

A1001

Equal Opportunity Guidelines for Construction Contractors

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**

For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."

2. **Are construction contractors required to ensure a legal working environment for all employees?**

Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.

3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**

No, two or more women should be assigned to each site when possible.

4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**

Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.

5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**

Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.

6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**

If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TDA.

7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**

Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.

8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**

Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

JEFFERSON COUNTY SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

| CONTRACTOR INFORMATION | | | | | |
|----------------------------------|--|-----------------------------------|---------------------------------|---|--|
| Business Name | | Prime <input type="checkbox"/> | Sub <input type="checkbox"/> | Certified Section 3 Business Concern | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Business Address | | | | Business Email | |
| Project Title / Project # | | | | Contract Amount | \$ |

PART I: SECTION 3 REQUIREMENTS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons. Good faith efforts toward reaching Section 3 numeric goals are not optional, and the requirements of Section 3 apply to both Contractors and subcontractors.

Section 3 is triggered when HUD-funded construction and rehabilitation projects in excess of \$100,000 create the need for new employment, subcontracting, or training opportunities. **If a prime Contractor anticipates using subcontractors, each subcontractor with an anticipated contract value in excess of \$100,000 is also required to submit a separate Section 3 Utilization Plan & Statement of Compliance.** If contract will not exceed \$100,000 or does not result in new employment, subcontracting, or training opportunities, then Section 3 is not triggered, and this form is not required.

- **Section 3 Hiring**

Section 3 Hiring requirements are triggered by the need for new hires in the completion of a Section 3 covered contract. The Section 3 Hiring goals under 24 CFR 135.30(b)(2) require that Contractors and subcontractors commit to employ Section 3 Residents¹ as 30% of the aggregate number of full-time new hires.

- **Section 3 Subcontracting**

Section 3 Subcontracting requirements are triggered by the need for subcontracts in the completion of a Section 3 covered contract. The Section 3 Subcontracting goals under 24 CFR 135.30(c) require Contractors and subcontractors to make the effort to award contracts, to the greatest extent feasible, to Section 3 Business Concerns² as follows:

- Building Trades Contracts (construction): At least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with construction projects.
- Other Contracts (non-construction): At least 3% of the total dollar amount of all other Section 3 covered contracts. This might include professional service contracts such as architectural, engineering, or legal services related to construction or rehabilitation projects.

PART II: SECTION 3 TRIGGER

☐ I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.

☐ I do not anticipate subcontracting any portion of the work on this contract.

IF CONTRACTOR DOES NOT ANTICIPATE THE NEED FOR ANY HIRING OR SUBCONTRACTING, BOTH BOXES MUST BE CHECKED ABOVE AND CONTRACTOR SHOULD SKIP TO PART VIII: STATEMENT OF COMPLIANCE ON THE FINAL PAGE

¹ A "Section 3 resident" is a public housing resident or individual who resides in Jefferson County and who is a low- or very low-income person (defined as families whose incomes do not exceed 80% of the median income for the area). Please refer to the HUD Income Limits for more information.

² A "Section 3 Business Concern" is a business: 1) That is 51 percent or more owned by Section 3 Resident; 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents; or 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to Section 3 Business Concerns.

IF CONTRACTOR OR SUBCONTRACTOR DOES ANTICIPATE THE NEED TO CONDUCT ANY HIRING OR SUBCONTRACTING, THE SECTIONS BELOW MUST BE COMPLETED

PART III: HIRING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of \$100,000 and who will need to make additional hires to complete the contract must demonstrate compliance by committing to employ Section 3 residents as 30% of the aggregate number of new hires. Contractors and subcontractors are required to fill out this section in its entirety and must list all anticipated employment positions for this contract.

If awarded a contract, Contractor is required to provide an updated listing of its workforce for the project, which shall be subject to approval by Jefferson County. Any changes to that workforce during the contract will constitute new hires. Contractor is hereby informed that it must notify Jefferson County of any new hire opportunities that arise during the life of the contract. NOTE: If hiring is anticipated and this section is not completed, Contractor may be deemed non-compliant.

| HIRING PLAN | | | | |
|---|--|---|---|---|
| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 |
| Job Titles | Total # of Employees Needed for each Job Title | Total # of Employees Currently Employed at each Job Title | Total # of New Hires Needed for each Job Title | Total # of New Hires Expected to be Section 3 Residents |
| <i>List all Job Titles that are needed to complete the entire scope of work under the contract.</i> | <i>List how many employees are needed for the contract under each Job Title.</i> | <i>List how many employees are currently employed under each Job Title who are anticipated to work on the contract.</i> | <i>List how many of these positions are currently open and will need to be filled under the contract.</i> | <i>List the number of Section 3 hires you will commit to for each position.</i> |
| <i>Example: Laborer</i> | <i>8</i> | <i>5</i> | <i>3</i> | <i>1</i> |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Use an additional sheet if required

Based on the table above, outline the total number of new hires needed and percentage of new hires that will be Section 3 Residents:

| HIRING COMMITMENT | |
|--|--|
| Total Number of New Hires Needed (Total of Column 4) | |
| Percentage of New Hires that will be Section 3 (Total of Column 5 ÷ Total of Column 4 × 100 = % of New Hires) | |

PART IV: SUBCONTRACTING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of \$100,000 and who will need to subcontract any aspect of the contract must comply with Section 3 subcontracting requirements. Contractors and subcontractors must demonstrate compliance by providing at least 10% of construction-related and at least 3% of non-construction related contract opportunities to Section 3 Businesses. Contractors and subcontractors must complete the Subcontracting Plan below by listing all proposed subcontractors and amounts.

If the Contractor completing this form, or any of its subcontractors, qualifies as a Section 3 Business Concern, the associated **Section 3 Business Concern Self-Certification** form must be completed and attached to this Plan for each Contractor and/or subcontractor.

NOTE: If subcontracting is anticipated and this section is not completed, Contractor's submission may be deemed non-compliant.

| SUBCONTRACTING PLAN | | | | |
|----------------------------|---|--|------------------------|----------------------------|
| Subcontractor Name | Work to be performed (Building trade or Other) | Section 3 Business? | Contract Amount | % of Total Contract |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | A. Yes <input type="checkbox"/> No | | |
| | | 1. Yes <input type="checkbox"/> No | | |

Use an additional sheet if required

Based on the table above, outline the total dollar value and percentage of contracts that will be subcontracted to Section 3 Business Concerns.

| SUBCONTRACTING COMMITMENT | |
|---|-----------|
| Total Amount to be Subcontracted to Section 3 Business Concerns | \$ |
| Percentage of Total Value of Contract to be Subcontracted to Section 3 Business Concerns | % |

PART V. CONTRACTOR RESPONSIBILITIES

Contractors, and subcontractors when applicable, must actively facilitate compliance with Section 3 by directing hiring, training, and subcontracting opportunities to Section 3 Residents and Section 3 Business Concerns to the greatest extent feasible. Following the “typical” procedures for hiring or subcontracting is not sufficient for compliance with Section 3.

☐ **Efforts “To the Greatest Extent Feasible”**

Contractors and subcontractors will have fulfilled their responsibility when they can provide evidence that extra or additional efforts were made, which may include, but are not limited to the following:

- Advertising the employment or subcontracting opportunities in a local community newspaper or a newspaper of general circulation.
- Publicizing the employment or subcontracting opportunities by posting flyers at local community centers, Housing Authorities, HUD-housing developments, or transitional housing.
- Contacting homeless service agencies or community organizations in HUD-assisted neighborhoods to request the assistance of these organizations in notifying Section 3 Residents of the training and employment opportunities.
- Contacting the local workforce development board, business assistance agencies, local chambers of commerce, community colleges, business development organizations, and other community development advocates and organizations to advertise employment and subcontracting opportunities.
- Posting hiring or subcontracting opportunities on job sites. Posters or signs must provide contact information for the Contractor and a brief description on how to apply or obtain additional information.
- Holding job informational meetings for residents and Contractors.
- Outreach to Section 3 Business Concerns, providing the firms with notice of subcontracting opportunities.
- Prior to engaging subcontractors for a project, making efforts to contract with Section 3 Business Concerns.

Contractors who have been found to have completed the hiring process or who have engaged subcontractors without adhering to the necessary Section 3 regulations, or without notifying Jefferson County, may be found in default of their contract and subject to penalties.

☐ **Changes**

If Contractors’ or subcontractors’ hiring or subcontracting needs change, or if the scope of work changes at any point during the contract, the Jefferson County compliance monitor must be notified. Any changes to the Section 3 Utilization Plan must be approved by Jefferson County via an amended Section 3 Utilization Plan, when applicable.

☐ **Documentation & Reports**

Contractors and subcontractors are responsible for documenting actions taken to comply with Section 3 requirements, including all results and impediments. Contractors and subcontractors that fail to meet the minimum numerical goals bear the burden of demonstrating why it was not feasible. Such justifications must describe the efforts that were taken, barriers encountered, and other relevant information. Contractors must maintain on file all records, and backup documentation, related to efforts to comply with Section 3 hiring and subcontracting requirements for seven (7) years after receiving final payment and after all other pending matters have been closed. Documentation and records may include, but are not limited to printed advertisements (newspapers, trade publications, and etc.), job postings, mailouts, notices, flyers, publications, etc., in connection with this contract. Contractor must, upon request, provide such records to Jefferson County, its staff, or its designees.

Contractors and subcontractors must submit reports on its Section 3 compliance status and its efforts regarding Section 3 implementation using the Jefferson County prescribed processes, reporting methods, and form(s). Reports may require information on Contractor’s actual Section 3 hiring and subcontracting activity, listing of new hires, employee data, copies of executed contracts, and any relevant documentation. Contractor must provide reports in the frequency required by Jefferson County.

PART VI: OTHER ECONOMIC OPPORTUNITIES

In the event Contractor, or subcontractor when applicable, is unable to meet the hiring and/or subcontracting requirements, or can demonstrate that it has attempted, to the greatest extent feasible, to comply with the Section 3 requirements, Contractor may propose “Other Economic Opportunities”. These opportunities may be exercised only with prior Jefferson County approval and satisfactory documentation explaining why hiring or subcontracting requirements could not be fulfilled.

Contractors proposing Other Economic Opportunities must submit a detailed written narrative to Jefferson County for review and approval. Examples of Other Economic Opportunities may include:

- Scholarships for Section 3 Residents
- Sponsoring the enrollment of Section 3 Residents into training or apprenticeship programs
- Providing training programs for Section 3 Residents
- Providing mentorship programs for Section 3 Residents
- Providing paid internships for Section 3 Residents
- Providing Section 3 Business Concerns with tools to enable them to successfully compete for contract opportunities, such as bonding and insurance assistance
- A combination of Other Economic Opportunities as approved by Jefferson County.

Other Economic Opportunities are subject to verification and approval by Jefferson County. Contractors interested in providing Other Economic Opportunities as a means to comply with Section 3 requirements are encouraged to review 24 CFR 135.40 for more detail.

PART VII: COMPLIANCE CURE PROCESS AND SANCTIONS

Noncompliance with Section 3 means failure by Contractors or subcontractors to comply with the requirements of Section 3 and Jefferson County’s Section 3 Policy. Once the Section 3 requirement has been triggered, Contractors and subcontractors are required to comply with hiring and/or subcontracting efforts from award through contract conclusion. Contractors and subcontractors must comply with efforts identified in their Section 3 Utilization Plan & Statement of Compliance, which must be approved by Jefferson County, or must demonstrate why compliance is infeasible.

Jefferson County may, at its discretion, execute the following remedies for noncompliance:

- ☐ Based on the first observation or report of noncompliance with Section 3, the Contractor or subcontractor will be sent a written notice informing them of their specific deficiencies and the means by which these deficiencies may be corrected.
- ☐ The Contractor or subcontractor shall have up to 30 days, at the County’s discretion, to remedy any deficiencies and achieve compliance, or provide written justification, in the format required by Jefferson County, on why it is unable to comply.
- ☐ Should the Contractor fail to achieve compliance or provide sufficient justification within the required timeframe, Jefferson County may elect to terminate the contract.
- ☐ Continuing failure or refusal by the Contractor or subcontractor to comply with the regulations of Section 3 may result in the application of sanctions, which may include termination of the contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.
- ☐ Noncompliance may be reported to the HUD local field office.

Additional information on compliance with Section 3 may be found under 24 CFR 135 and in the Jefferson County Section 3 Policy.

PART VIII: STATEMENT OF COMPLIANCE

I understand the responsibilities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and 24 CFR 135.1 – 24 CFR 135.92, and hereby agree to perform my duties in full compliance with these statutory provisions and in accordance with the contract. I agree to incorporate the full Section 3 Clause directly into all contracts and subcontracts and to pass through these requirements to my subcontractors and third-party Contractors who will perform work on or are relevant to this contract, as applicable. I understand that noncompliance with the Section 3 regulations and this Section 3 Utilization Plan & Statement of Compliance may result in Jefferson County and/or HUD implementing appropriate sanctions including termination of this contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.

I verify that any vacant employment positions, including training positions, shall not be filled to circumvent my obligations under 24 CFR Part 135. I further verify that any subcontracting opportunities under this contract shall not be executed so as to circumvent my obligations under 24 CFR Part 135.

I understand that the information contained in this Section 3 Utilization Plan may require verification and I agree to provide additional documents verifying this information if requested.

I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a Contractor for Jefferson County.

 Business Name

 Name of Authorized Officer

 Signature

 Date

 NAME OF NOTARY (PRINT OR TYPE)

STATE OF: _____ COUNTY OF: _____ ON THIS

 _____ DAY OF _____ 20____ BEFORE ME APPEARED _____
 TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND
 DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS
 AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: _____ {SEAL}

COMMISSION EXPIRES: _____

INTERNAL JEFFERSON COUNTY APPROVAL: _____

Compliance Monitor Signature

Date

JEFFERSON COUNTY
SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM

| | | |
|---|---------------------------------|------------------|
| Business Name: | Business Principal Name: | |
| Address: | City: | Zip Code: |
| Email: | Phone #: | |
| Type of Business Entity: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship 1. Joint Venture | | |

Section 3 Business Criteria: A business is eligible for Section 3 Business status if it meets any one of the following criteria.

Check all that apply:

1. My business is 51 percent or more owned by a Section 3 resident or residents;
2. Thirty percent or more of my permanent, full-time employees are Section 3 residents; or within three years of the date of first employment with the business concern were Section 3 residents; or
3. I can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 businesses: (a) that are 51 percent or more owned by public housing residents or (b) that has 30 percent or more of their permanent, full-time employees as public housing residents.

Appropriate documentation must be attached as evidence of Section 3 eligibility (As defined by 24 CFR 135.5)

Business Concerns claiming status as a Section 3 Resident-owned enterprise must submit the following:

- ☐ Section 3 Resident Self-Certification Form verifying Section 3 Resident status of owner(s)
Additional evidence and supporting documentation may be required, including but not limited to proof of Public Housing Assistance (PHA) lease, evidence of participation in other public program(s), Housing Assistance Payment Contract (HAP) Award or benefit notification letter, proof of other public assistance, etc.)

Business Concerns claiming Section 3 status by claiming at least 30 percent of their workforce are Section 3 Residents must submit all of the following documents:

- ☐ List of all current full-time employees ☐ List of all current employees certified as Section 3 Residents
☐ Evidence of employee Section 3 resident status (including Section 3 Resident Self-Certification forms)
☐ Evidence of employee Section 3 Resident status less than 3 years from date of employment

Business Concerns claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 Business Concern(s) must submit all of the following documents:

- ☐ List of subcontracted Section 3 Business Concern(s), contact information, and subcontract dollar amounts
☐ Evidence of subcontractors Section 3 Business Concern status (including Section 3 Business Self-Certification forms)

I understand that the information above may require verification and I agree to provide additional documents verifying this information if requested. I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a Contractor for Jefferson County, which may be grounds for termination of contracts that resulted from this certification.

 Print Name

 Signature

 Date

For County Use Only

Contract / Project: _____ **Department:** _____ **Date:** _____

Pursuant to 24 CFR 135.36(c), a Section 3 business concern seeking a contract shall submit to Jefferson County, its Contractors and/or subcontractors (as applicable), if requested, sufficient evidence to demonstrate that the Business Concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all Contractors subject to the procurement standards of 2 CFR 200.318(h) **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

GLO COMPLIANCE PACKAGE GLO INFORMATION SECURITY APPENDIX

A. Definitions

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

B. Security and Privacy Compliance

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.
- b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- d. Jefferson County shall legally bind any Contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Contractor shall ensure that the requirements stated herein are imposed on Contractor’s subcontractor(s).
- e. Contractor will not share PII or SPI with any third parties, except as necessary for Contractor’s performance under the Contract.
- f. Contractor will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees and Contractors, including any subcontractor, that have access to PII or SPI or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII or SPI on behalf of Jefferson County. Contractor agrees to maintain and, upon request, provide documentation of training completion.
- g. Any PII or SPI maintained or stored by Contractor or any Contractor, including any subcontractor, must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

C. Data Ownership

- a. The GLO shall retain full ownership of all data, including PII and SPI, provided to Contractor by Jefferson County or the GLO.
- b. Upon termination of the Contract, Contractor shall promptly return to Jefferson County and/or the GLO all Jefferson County-owned or GLO-owned data possessed by Contractor and its employees, agents, or Contractors, including any subcontractor. Contractor shall retain no copies or back-up records of Jefferson County-owned or GLO-owned data. If such return is infeasible, as mutually determined by Jefferson County and the GLO and Contractor, the obligations set forth in this Appendix, with respect to Jefferson County-owned or GLO-owned data, shall survive termination of the Contract and Contractor shall limit any further use and disclosure of GLO Data to the purposes that make the return of Jefferson County-owned or GLO-owned data infeasible. In lieu of the requirements in this Section 3.2, Jefferson County or the GLO may direct Contractor to destroy any Jefferson County-owned or GLO-owned data in Contractor’s possession. Any such destruction shall

be verified by Contractor and Jefferson County and/or the GLO.

D. Data Mining

- a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by Jefferson County in the Contract or any document related thereto.
- b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

E. Breach of Security

- a. Contractor agrees to provide Jefferson County and/or the GLO with the name and contact information for a Contractor employee which shall serve as the primary data security contact.
- b. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify Jefferson County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, Contractor agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to Jefferson County with root cause analysis including a log detailing the data affected.
- c. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at brandon.rogers@glo.texas.gov.
- d. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- e. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Contractor agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

F. Right to Audit

- a. Upon the Jefferson County's request and to confirm Contractor's compliance with this Appendix, Contractor grants Jefferson County, or the GLO, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's Contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI. Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. In lieu of a Jefferson County or GLO-conducted assessment, audit, examination, investigation, or review, Contractor may supply, upon Jefferson County or GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Contractor shall ensure that this clause concerning the Jefferson County and the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.
- b. At the GLO's request, Contractor agrees to promptly and accurately complete a written information security questionnaire provided by Jefferson County or the GLO regarding Contractor's business practices and information technology environment in relation to GLO Data.

GLO COMPLIANCE PACKAGE

GLO CONTRACTOR PROPOSAL CERTIFICATION



| GLO Contractor Proposal Certification | |
|--|-------------------------|
| Subrecipient: Jefferson County | Contract Number: |
| Contractor Name: | |
| Contractor Address: | Phone: |

- ☐ I understand that I am responding to a contract opportunity which is funded with federal dollars and administered by the Texas General Land Office. I understand that debarment by either the State of Texas or the federal government will make me ineligible.
- ☐ I understand that all work must be completed in accordance with federal construction requirements, CDBG and CDBG-DR Program requirements, and state and local requirements, including but not limited to the following, as applicable:
- International Residential Code (IRC) – new construction and reconstruction;
 - Housing Quality Standards (HQS) – for rehabilitated properties;
 - All local building codes, standards, and specifications; and
 - All standards and requirements defined by the Texas General Land Office (GLO), Jefferson County, the Jefferson County Engineering Department, and the Jefferson County Community Services Department (CSD).
- ☐ I hereby certify that all work performed will meet or exceed applicable codes, standards, and specifications as they apply to the work for which I am submitting a response. I also understand that compliance with applicable minimum codes, standards, and specifications will be considered part of my contract in the event that my offer is accepted by the above-referenced Subrecipient. I understand that all provisions also apply to my subcontractors and their officers, agents and employees, and I shall be liable for acts of non-compliance of subcontractors. I understand that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded contracts.
- ☐ I understand that I must provide a 1-2-10 warranty on all work performed, specifically:
- 1 year warranty on the entire home;
 - 2 year warranty on mechanical, electrical and plumbing components; and
 - 10 year warranty on structural components.
- Failure to complete warranty work in a timely manner may result in debarment from future federally funded construction contracts.
- ☐ I understand that up to twenty percent (20%) of project construction funds may be retained for thirty (30) days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 20% retainage.

Signature of Contractor

Date

GLO COMPLIANCE PACKAGE
GLO CERTIFICATION OF OFFEROR REGARDING CIVIL RIGHTS LAWS AND
REGULATIONS

| | |
|---|------|
| U.S. Department of Housing and Urban Development | |
| INSTRUCTIONS | |
| <p>CERTIFICATION OF OFFEROR REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.</p> | |
| <p>NAME AND ADDRESS OF OFFEROR (include ZIP Code)</p> | |
| CERTIFICATION BY OFFEROR | |
| <p>Offeror has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> | |
| <p>The undersigned hereby certifies that:</p> <p><input type="checkbox"/> The <u>Section 3 Clause</u> is included in the Solicitation. A written Section 3 plan was prepared and submitted as part of the RFQ proceedings (if contract equals or exceeds \$100,000).</p> <p><input type="checkbox"/> The <u>Non-Segregated Facilities</u> clause is included in the Solicitation. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.</p> <p><input type="checkbox"/> The <u>Equal Employment Opportunity</u> clause is included in the Solicitation (if contract equals or exceeds \$10,000).</p> <p><input type="checkbox"/> The <u>Equal Employment Opportunity for Workers With Disabilities</u> clause is included in the Solicitation.</p> | |
| <p>Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?</p> <p>Yes <input type="checkbox"/> No</p> | |
| <p>NAME AND TITLE OF SIGNER (Please type)</p> | |
| SIGNATURE | DATE |



THE OFFEROR REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:

- ☐ Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern:
- That is 51% or more owned by Section 3 Resident(s); or
 - Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or
 - That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.
- ☐ Is **NOT** a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken.

EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS (Check ALL that apply)

By contacting business assistance agencies, minority Contractors' associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work. Contractors and Subcontractors must post all new hire opportunities with the local Workforce Solutions Center and WorkinTexas.com.

☐ By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by a Housing Authority.

☐ By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations

☐ By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.

☐ By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought.

☐ By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.

☐ By advising Section 3 Business Concerns as to where to seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Business in qualifying for such bonding, financing, insurance, etc.

☐ Where appropriate, breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.

☐ By developing and using a list of eligible Section 3 Business Concerns.

☐ By actively supporting and undertaking joint ventures with Section 3 Businesses.

EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS

☐ By entering into a "first source" hiring agreements with organizations representing Section 3 Residents.

☐ By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.

☐ By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.

☐ By contacting resident councils and other resident organizations in the affected housing development request assistance in notifying residents of the training and employment positions to be filled.

☐ By arraigning interviews and conducting interviews on the job site.

☐ By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.

1. By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center.

Contractor Name/Business Name: _____ **Date:** _____

Authorized Representative Name: _____ **Signature:** _____

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
|--|------------------------|-----------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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> | OFFICE USE ONLY | |
| <p>1 Name of vendor who has a business relationship with local governmental entity.</p> | <p>Date Received</p> | |
| <p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> | | |
| <p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> | | |
| <p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 20px;">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 or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> | | |
| <p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> | | |
| <p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p> | | |
| <p>7</p> <p style="margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="margin-left: 300px;"> _____ Date </p> | | |

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Qualifications (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|--|--|
| Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award | Report Type: _____ a. initial filing b. material change |
| Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____, if Known: Congressional District, if known: | | If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: |
| Federal Department/Agency: | | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ |
| Federal Action Number, if known: | | 9. Award Amount, if known: \$ |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> | | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ |
| Federal Use Only | | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) |

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> | | OFFICE USE ONLY |
| 1 | Name of Local Government Officer | Date Received |
| 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>AFFIDAVIT</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> <p style="text-align: right; margin-right: 100px;">_____ Signature of Local Government Officer</p> <p>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> <p style="margin-top: 20px;"> _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath </p> | |

Adopted 8/7/2015

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

Previous editions are obsolete

Page 2 of 5

form HUD-4010 (06/2009)
ref. Handbook 1344.1

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

TITLE 29--Labor

Subtitle A--OFFICE OF THE SECRETARY OF LABOR

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

SEC.

- 3.1 Purpose and Scope
- 3.2 Definitions
- 3.3 Weekly Statement with respect to payment of wages
- 3.4 Submission of weekly statement and the preservation and inspection of weekly payroll records
- 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
- 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
- 3.7 Applications for the approval of the Secretary of Labor
- 3.8 Action by the Secretary of Labor upon applications.
- 3.9 Prohibited payroll deductions
- 3.10 Method of payment of wages
- 3.11 Regulations part of contract

AUTHORITY: The provisions of this Part 3 issued under R.S. 161, sec.2, 48 STAT. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

§ 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the

Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§ 3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal

agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

§ 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3

and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008] **§ 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.**

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

§ 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. *A bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however, That the following standards are met:*

(1) The deduction is not otherwise prohibited by law,

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for

the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.*

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the

employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

§ 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§ 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

§ 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§ 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§ 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§ 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

CONTRACTOR CERTIFICATIONS

| | |
|---|------|
| U.S. Department of Housing and Urban Development | |
| CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS | |
| INSTRUCTIONS | |
| <p>CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.</p> | |
| NAME AND ADDRESS OF BIDDER (include ZIP Code) | |
| CERTIFICATION BY BIDDER | |
| <p>Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> | |
| <p>The undersigned hereby certifies that:</p> <p><input type="checkbox"/> The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).</p> <p><input type="checkbox"/> The <u>Equal Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).</p> | |
| <p>Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> | |
| NAME AND TITLE OF SIGNER (Please type) | |
| SIGNATURE | DATE |

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

| | |
|----------------------------|-------------------------|
| TO (appropriate recipient) | DATE |
| | PROJECT NUMBER (if any) |
| C/O | PROJECT NAME |

1. The undersigned, having executed a contract with _____
_____ for the construction of the above-identified project, acknowledges that:
- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.
-
2. Certifies that:
- (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
-
3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.
-
4. Certifies that:
- (a) The legal name and the business address of the undersigned are:

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE STATE OF

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

| NAME | TITLE | ADDRESS |
|------|-------|---------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

| NAME | ADDRESS | NATURE OF INTEREST |
|------|---------|--------------------|
| | | |

| | | |
|--|--|--|
| | | |
| | | |
| | | |
| | | |
| | | |

(e) The names, addresses and trade classifications of all other building construction Contractors in which the undersigned has a substantial interest are:

| NAME | ADDRESS | TRADE CLASSIFICATION |
|------|---------|----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Date

(Contractor)

By

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

**CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO
SUPERVISE PAYMENT OF EMPLOYEES**

Note: This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act.

Locality/Grantee: _____ Contract #: _____
Project Name: _____

Firm _____ Date: _____

I do hereby certify that I am a contractor on the above-mentioned project and that I have appointed _____ whose signature appears below, to supervise the payment of my employees. I further certify that he/she is in the position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland "Anti-Kickback" Act which he/she is to execute with my full authority and approval until such time as I submit to the grantee/locality a new certificate appointing some other person for the purposes herein above stated.

Name: _____ Insert name, address, phone
number & email address of person
appointed as payroll officer
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No: _____ Email Address: _____

Identifying Signature of Appointee

Signature of Appointing Officer:

Title: _____

Complaint RegisterUnder Section 3 of the Housing
And Urban Development Act of 1968**U.S. Department of Housing
and Urban Development**Office of Fair Housing
and Equal Opportunity

OMB Approval No. 2529-0043 (revised)

(Expires 11/30/2018)

Instructions: This form is to be used to report allegations of noncompliance with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.**1. Complainant Information:**

Name of Complainant (Person or organization)

Home Phone

Street Address

Work Phone

City, State, Zip code

Email Address:

2. You are: (check all that apply)☐ Low/Very Low Income Person☐ Section 3 Business☐ Public Housing Resident☐ A Representative of a Section 3 Business☐ HUD Youthbuild Participant☐ Other: _____☐ A Representative of any of the above listed Individuals
(Such as: a Low-Income Person or Public Housing Resident)**3. Basis for alleged noncompliance with Section 3:**☐ Denied Training☐ Denied Employment☐ Denied Contracting☐ Other (see below in item 6)**4. Complaint is against: (check one or more boxes)**☐ Recipient of HUD Funds
(Such as: a PHA, city/county agency, etc.)☐ Contractor☐ Subcontractor☐ Other (please specify):
_____**5. Who is this complaint being filed against?**

Name of agency, organization, or company:

Business Phone

Street Address

City, State, Zip code

Name and identify others (if any) who allegedly violated Section 3 in this case:

Previous Editions are Obsolete

Page 1 of 9

form HUD-958 (5/2016)

| 6. How did the HUD recipient, contractor, or subcontractor violate the requirements of Section 3? (Check all that apply – provide documentation, if available) | |
|--|--|
| HUD Recipient | Contractor and/or Subcontractor |
| <input type="checkbox"/> Failed to notify Section 3 businesses about contracting opportunities | <input type="checkbox"/> Failed to certify that all employment vacancies filled prior to contract execution were not filled to circumvent Section 3 |
| <input type="checkbox"/> Failed to incorporate the Section 3 Clause into covered Section 3 bid solicitations or contracts | <input type="checkbox"/> Failed to notify potential subcontractors about Section 3 requirements |
| <input type="checkbox"/> Failed to provide priority consideration to Section 3 businesses for covered contracting opportunities | <input type="checkbox"/> Failed to post notices at the work site regarding Section 3 requirements in accordance with the Section 3 Clause |
| <input type="checkbox"/> Failed to select Section 3 businesses in accordance with the order of priority consideration as set forth in 24 CFR 135.38 | <input type="checkbox"/> Failed to send to each labor organization or representative of workers a notice of Section 3 obligations in accordance with the Section 3 Clause |
| <input type="checkbox"/> Failed to award contracts to Section 3 businesses | <input type="checkbox"/> Failed to ensure that its subcontractors complied with Section 3 |
| <input type="checkbox"/> Failed to ensure that its contractors/ subcontractors complied with Section 3 requirements | <input type="checkbox"/> Failed to train and/or hire Section 3 residents for new employment opportunities |
| <input type="checkbox"/> Knowingly entered into contracts with contractors/ subcontractors that failed to comply with Section 3 requirements | <input type="checkbox"/> Failed to provide priority consideration to Section 3 residents for employment or training opportunities in accordance with 24 CFR Part 135.34 |
| <input type="checkbox"/> Failed to notify Section 3 residents about training and/or employment opportunities | <input type="checkbox"/> Failed to ensure that contracts awarded to subcontractors included the Section 3 Clause |
| <input type="checkbox"/> Failed to provide priority consideration to Section 3 residents for employment or training opportunities | <input type="checkbox"/> Failed to award subcontracts to Section 3 businesses |
| <input type="checkbox"/> Failed to select Section 3 residents for training or employment opportunities in accordance with the order of priority consideration set forth in 24 CFR 135.34 | <input type="checkbox"/> Failed to award subcontracts to Section 3 businesses in accordance with the order of priority consideration set forth in 24 CFR 135.34 |
| <input type="checkbox"/> Failed to hire Section 3 residents for new employment opportunities | <input type="checkbox"/> Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3 |
| <input type="checkbox"/> Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3 | <input type="checkbox"/> Other |
| <input type="checkbox"/> Other | |

| |
|--|
| <p>7. When did the act(s) checked above occur? (Include the most recent date if several dates are involved):</p> |
| <p style="text-align: center;"> _____ / _____ / _____ Month Day Year </p> |
| <p>* The date of the last alleged violation or occurrence must be less than 180 days from the date of submission to HUD.</p> |

| |
|--|
| <p>8. Project name or location where alleged violation occurred? (If applicable):</p> |
| <p>Project Name (if applicable): _____ Project Number: _____</p> |
| <p>Project Location: _____</p> |
| <p>Local Contracting Agency (LCA): _____</p> |

| | | | |
|---|--|--|--|
| <p>9. Identify the type of HUD funding used by the HUD funding recipient, organization, or contractor that this complaint is filed against: (Check all that apply)</p> | | | |
| <input type="checkbox"/> PIH Operating Subsidy | <input type="checkbox"/> Other PIH Assistance | <input type="checkbox"/> Neighborhood Stabilization Program (NSP) Assistance | <input type="checkbox"/> Section 811 Supportive Housing for the Disabled |
| <input type="checkbox"/> PIH Capital Fund Subsidy | <input type="checkbox"/> Community Development Block Grants (CDBG) | <input type="checkbox"/> Other Community Development Assistance | <input type="checkbox"/> Project Based Housing Vouchers |
| <input type="checkbox"/> Choice Neighborhood Initiative Grant | <input type="checkbox"/> HOME Investment Partnership Funding | <input type="checkbox"/> Lead-Based Paint | <input type="checkbox"/> Other HUD Housing Assistance |
| <input type="checkbox"/> HOPE VI Grant | <input type="checkbox"/> McKinney Homeless Assistance | <input type="checkbox"/> Section 202 Supportive Housing for the Elderly | <input type="checkbox"/> Other Covered HUD Funding |

| | |
|--|------|
| 10. Description of act(s) or incident(s) involving alleged violation of Section 3: Summarize what happened? Attach additional information if necessary | |
| | |
| 11. Declaration Statement I declare under penalty of perjury that I have read this complaint (including any attachments) and that all information is accurate and correct. | |
| Signature | Date |

Section 3 of the Housing and Urban Development Act of 1968

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

The information is given voluntarily and provides the basis for HUD's investigation of the complaint to determine if the allegations of noncompliance are valid. The Department will use the information provided as the basis for its determination of jurisdiction over a complainant's allegations. All information collected complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

What is Section 3 of the Housing and Urban Development Act of 1968?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 requirements ensure that **when** new jobs or contracts are created during the usage of certain HUD funds, priority consideration is given to low- and very low-income persons residing in the community in which the funds are spent (regardless of race or gender), and to the businesses that substantially employ these persons.

Who are Section 3 residents and businesses?

Section 3 residents are:

- Public housing residents; or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits for low- and very low-income.

Please visit: <http://www.huduser.org/portal/datasets/il.html> to determine the income limits for residents of your community.

A Section 3 business is one that meets one of the following criteria:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What HUD funding does Section 3 cover?

Section 3 applies to any of the following:

- A. Public and Indian Housing programs that receive: (1) Annual contributions for low income housing projects provided pursuant to section 5 of the U.S. Housing Act of 1937, as amended by the Quality Housing and Work Responsibility Act of 1998 (QHWRA); (2) Capital Fund Project assistance provided pursuant to Section 9 of QHWRA; (3) Operating Subsidy assistance provided pursuant to Section 9 of QHWRA.
- B. Housing and community development assistance extended for: (1) housing rehabilitation (including reduction and abatement of lead based paint hazards); (2) housing construction or (3) other public construction projects; and for which the contract and subcontract exceeds \$100,000; and
- C. Certain competitive HUD grant funding, such as: HOPE VI, Choice Neighborhoods, etc.).

What can you do about violations of the Law?

Remember, Section 3 applies to the awarding of jobs, training programs, and contracts, generated from projects receiving HUD financial assistance. If you believe that, as a low-income person or a Section 3 business concern, the responsibilities to provide economic opportunities under Section 3 have been violated, you have a right to file a complaint within **180 days** of the last alleged occurrences of noncompliance.

Complaints alleging violations of the Section 3 regulatory requirements must be submitted to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity listed below. Please be certain to sign and date this form, where indicated, to ensure prompt complaint processing.

HUD will send the complaint to the appropriate HUD recipient for resolution. If resolution by the recipient fails, HUD will investigate. If HUD finds that the complaint has merit, it will try to end the violation by informal resolution. If conciliation fails, HUD may initiate other steps to enforce the law, including but not limited to suspension and debarment of the recipient or contractors as applicable.

You can obtain assistance in learning about more Section 3 by visiting www.hud.gov/section3 or by contacting one of the HUD's Regional Offices of Fair Housing and Equal Opportunity.

Authority: Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1968, as amended by the Housing and Community Development Act of 1992, U.S.C. 1701u and implementing regulations at 24 CFR Part 135.

Purpose: The information requested on this form is to be used to investigate and process Section 3 complaints.

Use: The information requested will be used to process a complaint filed under Part 135. HUD may disclose certain information for Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

Penalty: Failure to provide some or all of the requested information will result in delayed processing or rejection of this complaint for investigation.

Privacy Act of 1974 (P.L.93-579)

All information collected is provided voluntarily and complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

Instructions for completing the Section 3 Complaint Register

- Box 1:** Enter the requested information for the person that is filing the complaint (i.e., the complainant). This person must meet the definition of a Section 3 resident or business.
- Box 2:** Select the appropriate statement that describes your status as a Section 3 resident, businesses, or representative of either.
- Box 3:** Select the appropriate basis for the complaint which you are filing.
- Box 4:** Select the appropriate option that best describes the person or entity that you are filing this complaint against.
- Box 5:** Provide the name, address, and contact information for the person or entity that you are filing this complaint against.
- Box 6:** Select the statement(s) that best describe the alleged actions or omissions undertaken by the person or entity that you are filing this complaint against that are in violation of the requirements of Section 3. If you select "other", please briefly describe the alleged violation on the appropriate line.
- Box 7:** Provide the date that the alleged violation or action occurred. If the alleged act or violation is continuing in nature, please provide the date of the most recent occurrence.
- Box 8:** If this complaint is based upon acts or omissions that occurred at a specific job site, project, or location, please provide information that will allow HUD to identify the specific project that is the subject of the complaint that you are filing.
- Box 9:** Select the appropriate type of covered HUD funding that the recipient, organization, contractor/ subcontractor received or administered.
NOTE: In order for the complaint to be jurisdictional, covered HUD funding must be administered by the recipient, organization, contractor/subcontractor.
- Box 10:** Provide a detailed description of the acts or omissions undertaken by the person or entity that you filing this complaint against. Provide enough specific information to enable HUD to clearly understand the alleged violation and whether it demonstrates noncompliance with the requirements of Section 3.
- Box 11:** Please sign the complaint and enter the current date.
NOTE: By signing and dating this complaint you are affirming that your statements and allegations are true and accurate by penalty of perjury. Complaints **must** be signed and dated prior to acceptance by HUD for investigation.

Where to file your complaint:

Please fax or mail your complaint to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity that has jurisdiction over the state for which you are located or where the alleged violation occurred. Inquiries regarding the status of your complaint should be directed to the appropriate Regional office of FHEO by telephone or email.

| | |
|--|---|
| <p>BOSTON REGIONAL OFFICE U.S. Department of Housing and Urban Development New England Office 10 Causeway Street, Suite 308 Boston, MA 02222 (617) 994-8300 (800) 827-5005 Fax: (617) 565-7313 Email: complaints_office_01@hud.gov</p> <p>*Covers the following states: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont</p> | <p>FORT WORTH REGIONAL OFFICE U.S. Department of Housing and Urban Development Southwest Office 801 Cherry St., Unit 45, Suite 2500 Fort Worth, TX 76102 (817) 978-5900 (888) 560-8913 Fax: (817) 978-5876 Email: complaints_office_06@hud.gov</p> <p>*Covers the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas</p> |
| <p>NEW YORK REGIONAL OFFICE U.S. Department of Housing and Urban Development New York and New Jersey Office 26 Federal Plaza New York, NY 10278 (212) 264-1290 (800) 496-4294 Fax: (212) 264-9829 Email: complaints_office_02@hud.gov</p> <p>*Covers the following states: New Jersey and New York</p> | <p>KANSAS CITY REGIONAL OFFICE U.S. Department of Housing and Urban Development Great Plains Office 400 State Avenue Kansas City, KS 66101 (913) 551-6958 (800) 743-5323 Fax: (913) 551-6856 Email: complaints_office_07@hud.gov</p> <p>*Covers the following states: Iowa, Kansas, Missouri, and Nebraska</p> |
| <p>PHILADELPHIA REGIONAL OFFICE U.S. Department of Housing and Urban Development Mid-Atlantic Office 100 Penn Square East, 12th Floor Philadelphia, PA 19107 (215) 861-7646 (888) 799-2085 Fax: (215) 656-3449 Email: complaints_office_03@hud.gov</p> <p>*Covers the following states: Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia</p> | <p>DENVER REGIONAL OFFICE U.S. Department of Housing and Urban Development Rocky Mountain Office 1670 Broadway Denver, CO 80202 (303) 672-5437 (800) 877-7353 Fax: (303) 672-5026 Email: complaints_office_08@hud.gov</p> <p>*Covers the following states: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming</p> |

| | |
|--|--|
| <p>ATLANTA REGIONAL OFFICE U.S. Department of Housing and Urban Development Southeast Office 40 Marietta Street Atlanta, GA 30303 (404) 331-5140 (800) 440-8091 Fax: (404) 331-1021 Email: complaints_office_04@hud.gov</p> <p>*Covers the following states: Alabama, Puerto Rico, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, and the Virgin Islands</p> | <p>SAN FRANCISCO REGIONAL OFFICE U.S. Department of Housing and Urban Development Pacific/Hawaii Office 600 Harrison Street Third Floor San Francisco, CA 94107 (415) 489-6536 (800) 347-3739 Fax: (415) 489-6560 Email: complaints_office_09@hud.gov</p> <p>*Covers the following states: Arizona, California, Guam, Hawaii, and Nevada</p> |
| <p>CHICAGO REGIONAL OFFICE U.S. Department of Housing and Urban Development Midwest Office 77 W. Jackson Boulevard, Suite 2101 Chicago, IL 60604 (312) 353-7776 (800) 765-9372 Fax: (312) 886-2837 Email: complaints_office_05@hud.gov</p> <p>*Covers the following states: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin</p> | <p>SEATTLE REGIONAL OFFICE U.S. Department of Housing and Urban Development Northwest/Alaska Office 909 First Avenue Seattle, WA 98104 (206) 220-5170 (800) 877-0246 Fax: (206) 220-5447 Email: complaints_office_10@hud.gov</p> <p>*Covers the following states: Alaska, Idaho, Oregon, and Washington</p> |

§ 135.38 Section 3 clause.

All Section 3 contracts shall include the following clause (referred to as the Section 3 clause):

A. The work performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended 12.U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this section 3 clause in every subcontracts subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 35.

F. Noncompliance with HUD's regulation in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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. Notify 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. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate 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. Document 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, please explain the reasons why. |

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

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

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: ☐ Yes ☐ 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.

HUB SUBCONTRACTOR DISCLOSURE

(Duplicate as Needed)

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.

Required Federal Contract Provisions

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Jefferson County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Jefferson County are required to include the provisions below in any contracts executed with subcontractors performing the scope of services and shall pass these requirements on to its subcontractors and third-party Contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Jefferson County, all contracts made by Jefferson County under the Federal award shall contain provisions covering the following, as applicable.

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all federal grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all federal grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility

services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all federal grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246

of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, Contractors are required to pay wages not less than once a week.

5. COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT

- a. **Contractor.** The 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 contract.
- b. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Jefferson County or Texas General Land Office may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act

(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 (b)(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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Jefferson County or Texas General Land Office 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 (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the Federal award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-federal entity 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 Non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to Jefferson County and understands and agrees that Jefferson County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to Jefferson County and understands and agrees that Jefferson County will, in turn, report each violation as required to assure notification to the Texas General Land Office, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the Texas General Land Office.

9. DEBARMENT AND SUSPENSION

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that Contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract 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’s 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 (insert name of recipient/subrecipient/applicant). 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 Jefferson County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

11. PROCUREMENT OF RECOVERED MATERIALS

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—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.
 - i. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>
 - ii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide Jefferson County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the Harr Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The 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) The Contractor agrees to provide the Jefferson County or Texas General Land Office or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, Jefferson County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the

work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS

"The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

"This is an acknowledgement that Texas General Land Office financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

"The 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."

18. CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity.

A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;
- b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
- c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;
- d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
- f. Deny an opportunity to participate in a program or activity as an employee.

19. COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Jefferson County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

20. DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))

Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R. Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal

programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE);

U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Jefferson County reserves the right to verify any Contractor's status and document instances of debarment, suspension, or other ineligibility.

The Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Jefferson County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Jefferson County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

21. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

22. EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))

Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
2. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or

applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

23. EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.222- 36)

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

24. EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)

Jefferson County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The contractor shall not discriminate against any employee or applicant for employment

because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures.
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 - iii. Rates of pay or any other form of compensation and changes in compensation.
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 - v. Leaves of absence, sick leave, or any other leave.
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
 - vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - viii. Activities sponsored by the contractor including social or recreational programs.
- c. Any other term, condition, or privilege of employment. The Contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately-run job service or exchange will satisfy the contractor's listing obligation if the privately-run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor

from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

- e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- f. As used in this clause:
 - i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively

engaged in its management.

- iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- g. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- h. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- i. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- j. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- k. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- l. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

- m. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.
- n. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

25. FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

26. FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

27. GREEN BUILDING STANDARDS

At a minimum, Contractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR/GLO grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR/GLO grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR/GLO grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star

for Multifamily High Rise and other applicable green building requirements.

28. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless Jefferson County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the County upon request.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

29. LEAD-BASED PAINT (24 CFR 570.608)

Contractor must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

30. NON-COLLUSION (The Sherman Act)

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Contractor shall not in any way, directly or indirectly:

- a. Collude, conspire, or agree with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. Pay or agree to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.
- d. Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

31. NON-SEGREGATED FACILITIES

“Prohibition of Segregated Facilities”

- a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at:

www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

- b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

32. PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES) to assure that MWBES are used when possible. These affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- b. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- c. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate

in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE).

Contractors who wish to check the status of a firm may visit:

<https://comptroller.texas.gov/purchasing/vendor/hub/>

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation.

Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching: <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

33. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period.

The disclosure questionnaire must be filed with the Jefferson County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a Proposal for services on a Jefferson County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint-venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited Proposal, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Jefferson County.

34. PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)

Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of \$2,000 awarded by Jefferson County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a

rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Proposal, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Jefferson County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Jefferson County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll.

Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

35. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor must comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

36. RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

- a. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)
- b. Certification. Except as provided in paragraph (C) of this provision, by submission of its Proposal, Offeror certifies that it:

- i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
 - ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
 - iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.
- c. Inability to certify. An Offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- d. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.
- e. Notice. Offeror shall provide written notice to the Contracting Officer if, at any time before the contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- f. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to an Offeror (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.
- g. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

37. RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

- a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:
 - i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;
 - ii. If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.

- iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
 - iv. In the case of a partnership, if any general partner is a citizen of the foreign country;
 - v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
 - vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, Jefferson County will consider a product as produce in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.
- b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.
 - c. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
 - d. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

38. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED **(Texas Government Code 2252.152)**

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of

Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

39. TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))

Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. Jefferson County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Jefferson County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Jefferson County may have in law or equity. Administrative remedies for non- performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Jefferson County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors. Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Jefferson County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

40. VERIFICATION NOT TO BOYCOTT ISRAEL

As required by Texas Government Code Chapter 2270, Contractor verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, “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 for ordinary business purposes.

41. VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS

Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Contractor’s taxes become delinquent or Contractor becomes otherwise indebted to Jefferson

County, Jefferson County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

Whether or not a Contractor's taxes are delinquent will be determined by an independent review of the Tax Office records. Contractors are encouraged to visit the Tax Office website at <https://jeffcotax.com/>

set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Contractors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their Proposal in order to ensure that their Proposal will be considered. Furthermore, if, during the performance of this contract, a Contractor's taxes become delinquent or a vendor becomes otherwise indebted to Jefferson County, Jefferson County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all responses due on or after November 1, 2009.

42. WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

REQUIRED CONTRACT PROVISIONS

Italics – Explanatory; not contract language

All Contracts

| THRESHOLD | PROVISION | CITATION |
|-----------|--|--|
| None | (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. | 2 CFR 200 APPENDIX II (H) |
| None | The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the GLO award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City’s/County’s GLO contract with GLO. | 2 CFR 200.336 (former 24 CFR 85.36(i)(10)) |
| None | Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. | 2 CFR 200.333 (former 24 CFR (85.36(i)(11)) |
| None | <p>Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED.</p> <p>(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:</p> <p>(1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and</p> <p>(2) the vendor:</p> <p>(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor;</p> <p>(B) has given to the local government officer or a family member of the officer one or more gifts that have an</p> | Chapter 176 of the Local Government Code |

| | | |
|-----------|--|-------------------------------------|
| | <p>aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.</p> <p>(a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is:</p> <p>(1) a political contribution as defined by Title 15, Election Code; or</p> <p>(2) food accepted as a guest.</p> <p>(a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.</p> <p>(b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).</p> | |
| >\$10,000 | <p><i>(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</i></p> <p><i>Use the following language for contracts > \$ 10,000:</i></p> <p><u>Termination for Cause</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p> <p>Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it</p> | <p>2 CFR 200 APPENDIX II(B)</p> |

| | | |
|---|--|------------------------------|
| | <p>incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County</u></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]</p> | |
| >\$50,000 | <p><i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</i></p> <p><i>Use the following language for contracts > \$50,000:</i></p> <p><u>Resolution of Program Non-compliance and Disallowed Costs</u></p> <p>In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or GLO program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. <i>[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]</i> If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.</p> | 2 CFR 200 APPENDIX II (A) |
| Option Contract Language for Procurement before Grant Funds Awarded | <p>Payment of the fees [described in ____ section] shall be contingent on GLO funding. In the event that grant funds are not awarded to the City / County by TDA through the GLO program, this agreement shall be terminated by the City / County.</p> | 2 CFR 200.319(a) |

Additional provisions for administration & engineering contracts associated with construction contracts

| THRESHOLD | PROVISION | CITATION |
|-----------|---|--|
| >\$10,000 | <p><i>(Italics – Explanatory; not contract language)</i></p> <p>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “<u>federally assisted construction contract</u>” in 41 CFR Part 60–1.3 <u>must include the equal opportunity clause provided under 41 CFR 60–1.4(b)</u>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</p> <p>§60-1.4(b) Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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. The Contractor agrees to post in</p> | <p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p> |

| | | |
|--|--|--|
| | <p>conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.</p> <p>(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures</p> | |
|--|--|--|

| | | |
|--|---|--|
| | <p>authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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 vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or</p> | |
|--|---|--|

| | | |
|------------|---|----------------|
| | <p>all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime Contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the Contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p> | |
| >\$100,000 | <p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no</p> | 24 CFR §135.38 |

| | | |
|--|---|--|
| | <p>contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p> | |
|--|---|--|

Construction Contracts

| THRESHOLD | PROVISION | CITATION |
|---|--|--------------------------------------|
| <p>>\$2,000 for Davis Bacon and Copeland “Anti-Kickback” Act; >\$100,000 for Contract Work Hours and Safety Standards Act</p> | <p><i>HUD 4010 Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> 1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);</i> 2. <i>Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and</i> 3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)</i> <p><i>See HUD 4010 contract language in Appendix F. Inclusion of this language into the construction contract satisfies contract requirements of the separate acts noted.</i></p> | |
| <p>>\$2,000 (Satisfied with inclusion of HUD 4010)</p> | <p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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 each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p> | <p>2 CFR 200 APPENDIX II (D)</p> |

| | | |
|-----------|--|--|
| >\$10,000 | <p><i>(Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “<u>federally assisted construction contract</u>” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</i></p> <p>\$60-1.4(b) Equal opportunity clause.</p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p><i>During the performance of this contract, the Contractor agrees as follows:</i></p> <p><i>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and</i></p> | <p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p> |
|-----------|--|--|

| | | |
|--|--|--|
| | <p>applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.</p> <p>(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and</p> | |
|--|--|--|

| | | |
|--|--|--|
| | <p>remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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 vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend</p> | |
|--|--|--|

| | | |
|------------|---|--|
| | <p>in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime Contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the Contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p> | |
| ≥\$100,000 | <p>(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> | <p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p> |
| >\$100,000 | <p>(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts</p> | <p>2 CFR 200 APPENDIX II (E)</p> |

| | | |
|--|--|----------------|
| (Satisfied with inclusion of HUD 4010) | <p>awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 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 must be required to 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p> | |
| >\$100,000 | <p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> | 24 CFR §135.38 |

| | | |
|------------|---|--------------------------------------|
| | <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p> | |
| >\$150,000 | <p>(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> | <p>2 CFR 200 APPENDIX II (G)</p> |

Respondent's Certification

I have carefully examined the Request for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

Sworn to and subscribed before me
this _____ day of
_____, 20____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

(_____) _____
TELEPHONE NUMBER

Respondent Shall Return Completed Form with Offer.

**CONTRACT RENEWAL FOR RFP 18-034/YS
JANITORIAL SERVICES FOR JEFFERSON COUNTY**

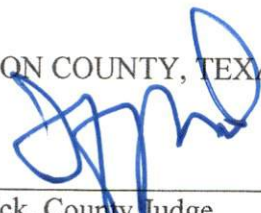
The County entered into a contract with Southeast Texas Building Service, Inc. for one (1) year, from November 23, 2018 to November 22, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from November 21, 2020 to November 20, 2021.

ATTEST:


Carolyn L. Guidry, County Clerk

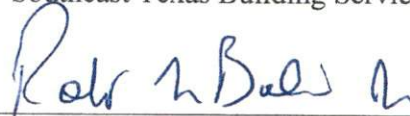
JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:

Southeast Texas Building Service, Inc.


(Name)

**CONTRACT RENEWAL FOR IFB 19-056/YS
TERM CONTRACT FOR GRAY LIMESTONE (COMMONLY
REFERRED TO AS 610 BASE) FOR JEFFERSON COUNTY**

The County entered into a contract with Gulf Coast, a CRH Company for one (1) year, from November 19, 2018 to November 18, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from November 17, 2020 to November 16, 2021.

ATTEST:

JEFFERSON COUNTY, TEXAS


Carolyn L. Guidry, County Clerk


Jeff Branick, County Judge



CONTRACTOR:
Gulf Coast, a CRH Company


(Name)

**CONTRACT RENEWAL FOR IFB 19-056/YS
TERM CONTRACT FOR GRAY LIMESTONE (COMMONLY
REFERRED TO AS 610 BASE) FOR JEFFERSON COUNTY**

The County entered into a contract with Knife River Corporation - South for one (1) year, from November 19, 2018 to November 18, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from November 17, 2020 to November 16, 2021.

ATTEST:

JEFFERSON COUNTY, TEXAS


Carolyn L. Guidry, County Clerk


Jeff Branick, County Judge



CONTRACTOR:
Knife River Corporation - South

 10/20/20
(Name) General Mangell
Knife River Corp - South



This Task Order is made part of and governed by the terms and provisions of the contract by and between Tidal Basin Government Consulting, LLC (Tidal Basin), and Jefferson County, TX (the "County") following our response to RFP 18-044/YS. The purpose of this task order is for Tidal Basin to provide grant management advice at the discretion of the County. Advice given could result in the County applying to the Building Resilient Infrastructure and Communities (BRIC) or Flood Mitigation Assistance (FMA) grant programs.

Project Name: Jefferson County, TX Grant Management Advice

Scope of Services/Rates: Tidal Basin agrees to perform the following scope of services in accordance with the payment basis, estimated quantity of services and estimated cost of services set forth below. Tidal Basin shall not perform services which exceed the estimated cost of services without prior written notice to and approval by the County. Services and hours performed outside the scope of this task order will not be reimbursed.

Tidal Basin will provide consulting services to deliver the following on behalf of the County:

Tidal Basin will identify, organize, and compile the information necessary to deliver the best grants management advice:

- Grants Management Advice:
 - Gather data and coordinate with the County to advice on grants at their discretion
 - Provide weekly progress reports on hours worked

Payment Basis: Rates will be reimbursed in accordance with Attachment 1. The estimated costs are as follows:

| Position | Rate | Hours | Cost Per Position |
|---------------------|----------|-------------|-------------------|
| Project Manager | \$225.00 | 40 | \$9,000 |
| Senior Consultant | \$185.00 | 40 | \$7,400 |
| Hours Subtotal | | 80 | \$16,400 |
| Total Estimated NTE | | \$16,400.00 | |

Estimated Quantity of Services: Please see above. Personnel will work at the direction of Tidal Basin's Project Manager.



TB-Jefferson County TX-TO-Grant Management
Advice

Estimated Cost of Services: The total cost of this task order shall not exceed **\$16,400.00**. If hours are to be exceeded Tidal Basin will inform the County and coordinate further task orders as needed

Approval/Acceptance

Acceptance of the terms of this task order is acknowledged by the following signatures of the authorized representatives of the parties to the agreement.

Tidal Basin Government Consulting, LLC

Jefferson County, Texas

By:

Name: Mark Misczak

Title: Chief Operating Officer

Date: 10/26/2020

By:

Name: Jeff Branick

Title: County Judge

Date: 10/27/2020

Attachment 1 - Pricing

| Hazard Mitigation Assistance | |
|------------------------------|-------|
| Project Manager | \$225 |
| Senior Consultant | \$185 |
| Consultant | \$165 |
| Specialist | \$155 |

Pricing presented is based on hourly rates in accordance with the existing contract. All expenses will be charged to the client in accordance with the GSA rate schedule associated with the area of operations. No current expenses are forecasted, TB will gain pre approval from County if needed.

ATTEST:

Carolyn L. Guidry, County Clerk



MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: OCTOBER 21, 2020

The following FY 2021 budget amendment for Engineering is necessary for replace vehicle. Existing vehicle will then be transferred to Ford Park to replace the broken vehicle.

| | | |
|-------------------|-------------|----------|
| 115-0501-431-6007 | Automobiles | \$34,000 |
| 120-9999-415-9999 | Contingency | \$34,000 |



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

5030 Hwy 69 S.
Beaumont, TX 77705
(409) 726-2500

Charlie Porter
Chief of Law Enforcement
cporter@co.jefferson.tx.us

John Shauburger
Chief of Corrections
jshauburger@co.jefferson.tx.us


TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shauburger
Jefferson County Sheriff's Office

RE: Transfer Funds

DATE: October 21, 2020

Please transfer \$400.00 from budget account 120-3060-421-50-77
(Contractual Services) to 120-3060-421-30-42 (Laboratory Supplies) for the
payment of laboratory gases.


Chief John Shauburger



PAT KNAUTH

First Assistant

WAYLN THOMPSON

Appellate Chief

CORY KNEELAND

Chief of Intake

KIMBERLY HOBBS DUCHAMP

Special Crimes Chief

BOB WORTHAM
CRIMINAL DISTRICT ATTORNEY

Jefferson County Courthouse

1085 Pearl Street, 3rd Floor

Beaumont, Texas 77701

(409) 835-8550

FAX (409) 835-8573

ASHLEY MOLFINO

Criminal Chief

KATHLEEN M. KENNEDY

Civil Chief

RANDI KING

Family Chief

JAMES ARCENEUX

Chief Investigator

October 20, 2020

Commissioner's Court:

As discussed during budget hearings, please transfer \$27,920 from 120-2030-412-1024 (Attorney) to 120-1024-491-5097 (Participation) to fund the FY 2021 match for the DA Special Crimes Grant.

Thank you.

A handwritten signature in black ink that reads "Pat Knauth". The signature is written in a cursive, slightly stylized font.

Pat Knauth

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending September 30, 2020 (Unadjusted)



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



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

October 15, 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 September 30, 2020 (Unadjusted) together with the results of operations of the budget for the twelfth period then ended.

Revenue:

Total budgeted revenue collected for the month ending September 30, 2020 (Unadjusted) is \$130,936,470. Budgeted Revenues are \$129,200,995, resulting in \$1,735,475 in additional revenue collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$87,378,860 for the twelve months of the year. This amount represents 99.1% of the budgeted amount of \$88,173,899.

Sales Taxes:

Revenue from Sales Taxes have exceeded the budgeted amount of \$25,700,000 by \$3,170,649.

Page Two

Licenses & Permits:

Revenue from Licenses & Permits have exceeded the budgeted amount of \$422,500 by \$266,720.

Intergovernmental:

Revenue from Intergovernmental Revenue have exceeded the budgeted amount of \$1,151,416 by \$7,972.

Fees:

Ninety-six 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:

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

Interest:

Eighty-eight percent of revenue from Interest has 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, ninety-three percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$138,165,159, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,589,361 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 black ink, appearing to read 'PS', with a long horizontal line extending to the right.

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING SEPTEMBER 30, 2020 (UNADJUSTED)
TABLE OF CONTENTS

| | <u>PAGE</u> |
|---|--------------------|
| Consolidated Balance Sheet | 1 |
| Statement of Changes in Fund Balances | 2 |
| Statement of Revenues by Category - Compared with Budget Allocation | 3 |
| Statement of Revenues - Compared with Budget Allocation | 4-5 |
| Statement of Expenditures - Compared with Budget Allocation – 100% Budget Expended | 6 |
| Statement of Expenditures - Compared with Budget Allocation | 7-8 |
| Statement of Bonded Indebtedness | 9 |
| Statement of Transfers In and Out | 10 |
| Statement of Comp Time Liability | 11-12 |

Jefferson County, Texas
Consolidated Balance Sheet
For the Month Ending September 30, 2020 (Unadjusted)

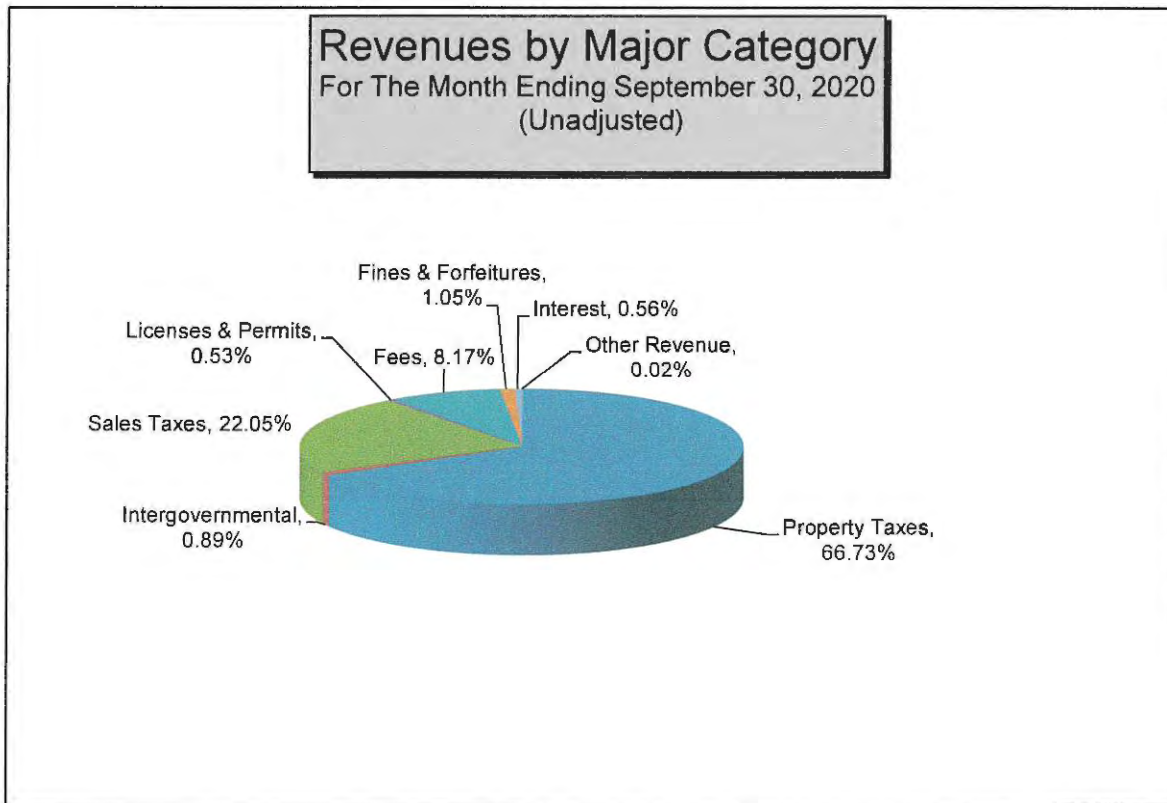
| | General Funds | Special Revenue Funds | Capital Project Funds | Debt Service Funds | Enterprise Funds | Internal Service Funds | Total |
|--|----------------------|-----------------------------|-----------------------------|--------------------------|----------------------|------------------------------|-----------------------|
| <u>ASSETS</u> | | | | | | | |
| Cash and Cash Equivalents | \$ 60,267,173 | 16,082,405 | 7,718,681 | 181,014 | (795,048) | 2,445,978 | \$ 85,900,203 |
| Receivables & Prepaids | 5,705,684 | 1,632 | - | 288,044 | 128,809 | - | 6,124,169 |
| Intergovernmental Receivables | 4,392,091 | - | - | - | - | - | 4,392,091 |
| 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>70,984,815</u> | \$ <u>16,150,930</u> | \$ <u>7,718,681</u> | \$ <u>469,058</u> | \$ <u>79,142,699</u> | \$ <u>2,445,978</u> | \$ <u>176,912,161</u> |
| <u>LIABILITIES AND FUND BALANCE/EQUITY</u> | | | | | | | |
| Payables | \$ 4,686,211 | 1,462,079 | - | - | 1,681,020 | 2,036,531 | \$ 9,865,841 |
| Intergovernmental Payables | 360 | - | - | - | 69 | - | 429 |
| Due To Other Funds | - | - | - | - | - | - | - |
| Other Liabilities | 9,169,613 | 753,016 | - | 278,615 | 747,468 | - | 10,948,712 |
| Fund Balance/Equity | <u>57,128,631</u> | <u>13,935,835</u> | <u>7,718,681</u> | <u>190,443</u> | <u>76,714,142</u> | <u>409,447</u> | <u>156,097,179</u> |
| Total Liabilities and Fund Balance/Equity | \$ <u>70,984,815</u> | \$ <u>16,150,930</u> | \$ <u>7,718,681</u> | \$ <u>469,058</u> | \$ <u>79,142,699</u> | \$ <u>2,445,978</u> | \$ <u>176,912,161</u> |

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending September 30, 2020 (Unadjusted)

| | 8/31/2020 | Month Ending September 30, 2020 | | | | 9/30/2020 |
|------------------------------|----------------|---------------------------------|---------------|-----------------------|----------------------------|----------------|
| | Fund Balance | Receipts | Disbursements | Transfers In(/Out) | Prior Period Adjustment | Fund Balance |
| Jury Fund | \$ 351,712 | \$ 5,252 | \$ 16,538 | \$ - | \$ - | \$ 340,426 |
| Road & Bridge Pct. 1 | 4,450,530 | 61,571 | 100,561 | - | - | 4,411,540 |
| Road & Bridge Pct. 2 | 720,244 | 53,921 | 141,433 | - | - | 632,732 |
| Road & Bridge Pct. 3 | 238,907 | 48,463 | 162,153 | - | - | 125,217 |
| Road & Bridge Pct. 4 | 2,934,672 | 61,321 | 133,373 | - | - | 2,862,620 |
| Engineering Fund | 213,312 | 3,309 | 68,480 | - | - | 148,141 |
| Parks & Recreation | 171,811 | 8,876 | 14,338 | - | - | 166,349 |
| General Fund | 49,701,380 | 2,450,639 | 7,935,497 | (208,790) | - | 44,007,732 |
| Mosquito Control Fund | 1,148,214 | 2,903 | 109,905 | - | - | 1,041,212 |
| Tobacco Settlement Fund | 3,392,219 | 443 | - | - | - | 3,392,662 |
| Total General Funds | 63,323,001 | 2,696,698 | 8,682,278 | (208,790) | - | 57,128,631 |
| Total Special Revenue Funds | 13,754,325 | 2,195,629 | 2,105,739 | 91,620 | - | 13,935,835 |
| Total Capital Project Funds | 7,958,206 | 998 | 357,693 | 117,170 | - | 7,718,681 |
| Total Debt Service Funds | 182,280 | 8,163 | - | - | - | 190,443 |
| Total Enterprise Funds | 76,627,731 | 498,492 | 412,081 | - | - | 76,714,142 |
| Total Internal Service Funds | (250,368) | 2,404,182 | 1,744,367 | - | - | 409,447 |
| Total Balances | \$ 161,595,175 | \$ 7,804,162 | \$ 13,302,158 | \$ - | \$ - | \$ 156,097,179 |

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending September 30, 2020 (Unadjusted)

| Category | Cumulative Actual | Annual Budget | Unrealized Balance | Percentage Unrealized |
|---------------------|-----------------------|-----------------------|-----------------------|--------------------------|
| Property Taxes | \$ 87,378,860 | \$ 88,173,899 | \$ 795,039 | 0.90% |
| Sales Taxes | 28,870,649 | 25,700,000 | (3,170,649) | -12.34% |
| Licenses & Permits | 689,220 | 422,500 | (266,720) | -63.13% |
| Intergovernmental | 1,159,388 | 1,151,416 | (7,972) | -0.69% |
| Fees | 10,694,147 | 11,187,180 | 493,033 | 4.41% |
| Fines & Forfeitures | 1,379,811 | 1,700,000 | 320,189 | 18.83% |
| Interest | 736,222 | 839,000 | 102,778 | 12.25% |
| Other Revenue | 28,173 | 27,000 | (1,173) | -4.34% |
| | <u>\$ 130,936,470</u> | <u>\$ 129,200,995</u> | <u>\$ (1,735,475)</u> | <u>-1.34%</u> |



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending September 30, 2020 (Unadjusted)

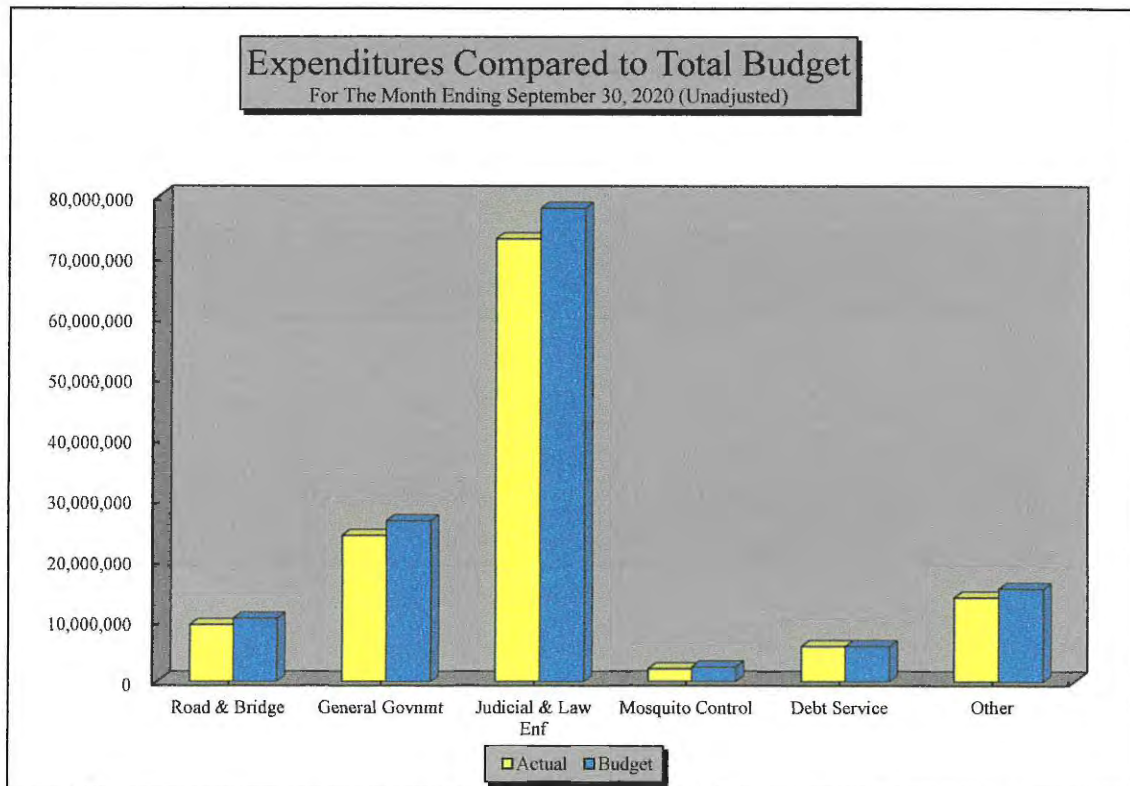
| | October 2019 | | | | | | | | | | | Cumulative | Annual | Unrealized |
|---------------------------|--------------|------------|-----------|----------|----------|----------|----------|----------|--------|-----------|----|------------|------------|------------|
| | -December | January | February | March | April | May | June | July | August | September | | Total | Budget | Balance |
| Jury Fund | | | | | | | | | | | | | | |
| Current Taxes | \$ 59,516 | \$ 199,427 | \$ 74,543 | \$ 4,000 | \$ 1,123 | \$ 1,366 | \$ 1,600 | \$ 1,928 | \$ 954 | 269 | \$ | 344,726 | \$ 362,437 | \$ 17,711 |
| Delinquent Taxes | 330 | 823 | 77 | 138 | 53 | 108 | 98 | 122 | 139 | 86 | | 1,974 | 1,454 | (520) |
| Jury Fees | 10,270 | 3,858 | 4,477 | 5,224 | 5,274 | 3,970 | 4,881 | 5,446 | 5,789 | 4,897 | | 54,086 | 55,000 | 914 |
| 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 | 1,759 | 497 | | 635,698 | 668,355 | 32,657 |
| Delinquent Taxes | 1,575 | 3,932 | 370 | 658 | 253 | 514 | 469 | 581 | 665 | 412 | | 9,429 | 6,948 | (2,481) |
| 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 | 35,912 | 47,345 | | 538,512 | 588,455 | 49,943 |
| 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 | 19,538 | 13,317 | | 218,874 | 273,700 | 54,826 |
| Road & Bridge Pct. 2 | | | | | | | | | | | | | | |
| Current Taxes | 96,078 | 321,937 | 120,336 | 6,458 | 1,812 | 2,205 | 2,583 | 3,113 | 1,540 | 435 | | 556,497 | 585,085 | 28,588 |
| Delinquent Taxes | 1,462 | 3,651 | 343 | 611 | 235 | 477 | 435 | 540 | 617 | 382 | | 8,753 | 6,451 | (2,302) |
| 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 | 31,438 | 41,446 | | 471,420 | 515,140 | 43,720 |
| 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 | 17,104 | 11,658 | | 191,606 | 239,600 | 47,994 |
| Road & Bridge Pct. 3 | | | | | | | | | | | | | | |
| Current Taxes | 86,334 | 289,286 | 108,131 | 5,803 | 1,628 | 1,981 | 2,321 | 2,797 | 1,384 | 391 | | 500,056 | 525,746 | 25,690 |
| Delinquent Taxes | 1,346 | 3,361 | 316 | 563 | 217 | 439 | 401 | 497 | 568 | 352 | | 8,060 | 5,938 | (2,122) |
| 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 | 28,250 | 37,243 | | 423,610 | 462,895 | 39,285 |
| 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 | 15,370 | 10,477 | | 172,176 | 215,300 | 43,124 |
| Road & Bridge Pct. 4 | | | | | | | | | | | | | | |
| Current Taxes | 108,829 | 364,665 | 136,307 | 7,315 | 2,053 | 2,498 | 2,926 | 3,526 | 1,745 | 492 | | 630,356 | 662,738 | 32,382 |
| Delinquent Taxes | 1,740 | 4,345 | 409 | 727 | 280 | 568 | 518 | 642 | 734 | 455 | | 10,418 | 7,677 | (2,741) |
| Intergovernmental Revenue | - | - | - | - | - | - | - | - | 3,247 | - | | 3,247 | 8,000 | 4,753 |
| 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 | 35,610 | 46,947 | | 533,988 | 583,510 | 49,522 |
| Sales, Rentals & Services | 473 | 605 | (1,295) | 100 | - | 500 | - | - | - | 223 | | 606 | - | (606) |
| Fines and Forfeitures | 45,315 | 21,341 | 25,576 | 33,137 | 24,719 | 8,439 | 7,273 | 18,639 | 19,371 | 13,204 | | 217,014 | 271,400 | 54,386 |
| Other Revenue | - | - | - | - | - | - | - | - | - | - | | - | - | - |

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending September 30, 2020 (Unadjusted)

| | October 2019 | | | | | | | | | | | Cumulative | Annual | Unrealized |
|-------------------------------|---------------|---------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|-----------|----|-------------|----------------|----------------|
| | -December | January | February | March | April | May | June | July | August | September | | Total | Budget | Balance |
| Engineering Fund | | | | | | | | | | | | | | |
| Current Taxes | \$ 165,657 | \$ 555,081 | \$ 207,482 | \$ 11,135 | \$ 3,124 | \$ 3,802 | \$ 4,454 | \$ 5,368 | \$ 2,656 | 750 | \$ | 959,509 | \$ 1,008,799 | \$ 49,290 |
| Delinquent Taxes | 2,404 | 6,005 | 565 | 1,005 | 387 | 785 | 716 | 887 | 1,015 | 629 | | 14,398 | 10,610 | (3,788) |
| Licenses and Permits | 1,110 | - | 100 | 1,550 | 100 | - | 1,680 | 2,170 | - | 1,930 | | 8,640 | 1,500 | (7,140) |
| Sales, Rentals & Services | 200 | - | - | 400 | - | 200 | - | 400 | 5,000 | - | | 6,200 | 200 | (6,000) |
| Parks & Recreation | | | | | | | | | | | | | | |
| Current Taxes | 11,589 | 38,834 | 14,516 | 779 | 219 | 266 | 312 | 376 | 186 | 52 | | 67,129 | 70,576 | 3,447 |
| Delinquent Taxes | 151 | 375 | 35 | 63 | 24 | 49 | 45 | 55 | 63 | 39 | | 899 | 663 | (236) |
| Sales, Rentals & Services | 21,226 | 7,266 | 7,049 | 6,381 | 4,811 | 8,103 | 7,008 | 9,174 | 4,806 | 8,785 | | 84,609 | 70,200 | (14,409) |
| General Fund | | | | | | | | | | | | | | |
| Current Taxes | 9,835,908 | 47,249,811 | 16,433,533 | 881,904 | (865,057) | 301,121 | 352,782 | 425,120 | 209,996 | 59,365 | | 74,884,483 | 75,617,246 | 732,763 |
| Delinquent Taxes | 200,737 | 501,291 | 47,158 | 83,913 | 32,308 | 65,541 | 59,769 | 74,079 | 84,728 | 52,492 | | 1,202,016 | 885,717 | (316,299) |
| 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 | 2,755,217 | 2,505,732 | | 28,870,649 | 25,700,000 | (3,170,649) |
| 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 | 43,103 | 33,905 | | 680,580 | 421,000 | (259,580) |
| Intergovernmental Revenue | 154,207 | 22,719 | 26,507 | 103,319 | 402,744 | 26,566 | 138,889 | 56,832 | 46,958 | 123,092 | | 1,101,833 | 1,042,916 | (58,917) |
| Fees of Office | 938,686 | 328,530 | 393,663 | 342,035 | 339,914 | 179,464 | 216,917 | 321,770 | 269,375 | 247,315 | | 3,577,669 | 4,118,315 | 540,646 |
| Other Sales, Rentals & Svcs. | 1,205,096 | (214,406) | 318,027 | 163,284 | 970,006 | (545,023) | 93,152 | 834,810 | 373,854 | (581,266) | | 2,617,534 | 2,393,465 | (224,069) |
| Fines & Forfeitures | 123,588 | 38,971 | 54,371 | 39,596 | 102,847 | 70,789 | 37,394 | 47,858 | 61,613 | 3,114 | | 580,141 | 700,000 | 119,859 |
| Interest | 130,894 | 72,486 | 95,424 | 127,586 | 103,257 | 65,118 | 20,963 | 22,640 | 16,367 | 6,890 | | 661,625 | 775,000 | 113,375 |
| Other Revenue | - | - | - | - | - | - | - | - | - | - | | - | - | - |
| Mosquito Control Fund | | | | | | | | | | | | | | |
| Current Taxes | 344,540 | 1,154,484 | 431,531 | 23,158 | 6,498 | 7,907 | 9,263 | 11,163 | 5,523 | 1,559 | | 1,995,626 | 2,098,148 | 102,522 |
| Delinquent Taxes | 5,141 | 12,837 | 1,208 | 2,149 | 827 | 1,678 | 1,531 | 1,897 | 2,170 | 1,344 | | 30,782 | 22,682 | (8,100) |
| Sales, Rentals & Services | - | - | - | - | - | - | - | - | - | - | | - | - | - |
| Tobacco Settlement Fund | | | | | | | | | | | | | | |
| Interest | 7,736 | 2,870 | 3,319 | 4,673 | 7,248 | 5,608 | 1,139 | 1,910 | 1,744 | 443 | | 36,690 | 30,000 | (6,690) |
| Debt Service | | | | | | | | | | | | | | |
| Current Taxes | 938,486 | 3,144,675 | 1,175,438 | 63,080 | 17,700 | 21,537 | 25,233 | 30,407 | 15,045 | 4,246 | | 5,435,847 | 5,574,769 | 138,922 |
| Delinquent Taxes | 15,393 | 30,277 | 3,702 | 5,856 | 2,301 | 5,446 | 4,251 | 5,135 | 5,949 | 3,894 | | 82,204 | 51,860 | (30,344) |
| Interest | 2,340 | 3,134 | 4,786 | 6,835 | 10,644 | 8,280 | 1,691 | 86 | 88 | 23 | | 37,907 | 34,000 | (3,907) |
| 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 | \$ 4,127,190 | 2,704,861 | \$ | 130,936,470 | \$ 129,200,995 | \$ (1,735,475) |

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 100% of Budget Expended
For The Month Ending September 30, 2020 (Unadjusted)

| | <u>Cumulative Actual</u> | <u>Annual Budget</u> | <u>Unencumbered Balance</u> | <u>Percentage Unencumbered</u> |
|-------------------------|------------------------------|--------------------------|---------------------------------|------------------------------------|
| Jury Fund | \$ 344,913 | \$ 465,044 | \$ 120,131 | 25.83% |
| Road & Bridge Funds | 8,371,289 | 9,126,093 | 754,804 | 8.27% |
| Engineering Fund | 892,976 | 1,094,887 | 201,911 | 18.44% |
| Parks & Recreation Fund | 125,929 | 220,266 | 94,337 | 42.83% |
| General Fund: | | | | |
| General Government | 24,129,194 | 26,516,159 | 2,386,965 | 9.00% |
| Judicial | 18,622,779 | 20,384,711 | 1,761,932 | 8.64% |
| Law Enforcement | 53,821,475 | 56,957,005 | 3,135,530 | 5.51% |
| Education | 383,737 | 440,459 | 56,722 | 12.88% |
| Health & Welfare | 8,308,848 | 8,936,520 | 627,672 | 7.02% |
| Maintenance | 3,577,166 | 4,137,397 | 560,231 | 13.54% |
| Other | 1,461,881 | 1,673,243 | 211,362 | 12.63% |
| Mosquito Control Fund | 2,035,438 | 2,343,725 | 308,287 | 13.15% |
| Tobacco Settlement | 150,000 | 150,000 | - | - |
| Debt Service Funds | 5,714,128 | 5,719,650 | 5,522 | 0.10% |
| | <u>\$ 127,939,753</u> | <u>\$ 138,165,159</u> | <u>\$ 10,225,406</u> | <u>7.40%</u> |



Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending September 30, 2020 (Unadjusted)

| | October 2019 | | | | | | | | | | | Cumulative | Annual | Unencumbered |
|-----------------------|--------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|--------------|------------|------------|--------------|
| | December | January | February | March | April | May | June | July | August | September | Encumbrances | Total | Budget | Balance |
| Jury Fund | \$ 146,719 | \$ 26,892 | \$ 17,318 | \$ 33,506 | \$ 15,288 | \$ 24,537 | \$ 15,187 | \$ 16,436 | \$ 26,979 | \$ 16,538 | \$ 5,513 | \$ 344,913 | \$ 465,044 | \$ 120,131 |
| Road & Brdg Pct. 1 | 345,838 | 102,827 | 100,358 | 118,298 | 143,610 | 218,078 | 116,582 | 94,284 | 126,692 | 100,561 | 31,683 | 1,498,811 | 1,696,692 | 197,881 |
| Road & Brdg Pct. 2 | 642,236 | 123,584 | 112,608 | 179,234 | 115,571 | 243,017 | 140,146 | 148,679 | 188,404 | 141,433 | 73,766 | 2,108,678 | 2,272,909 | 164,231 |
| Road & Brdg Pct. 3 | 630,662 | 131,235 | 125,407 | 162,498 | 207,835 | 182,699 | 145,355 | 218,316 | 151,370 | 162,153 | 72,368 | 2,189,898 | 2,363,134 | 173,236 |
| Road & Brdg Pct. 4 | 642,537 | 466,500 | 120,669 | 234,177 | 204,153 | 222,455 | 143,531 | 230,149 | 128,268 | 133,373 | 48,090 | 2,573,902 | 2,793,358 | 219,456 |
| Engineering | 227,590 | 67,553 | 68,918 | 68,809 | 67,931 | 100,632 | 74,370 | 78,768 | 69,261 | 68,480 | 664 | 892,976 | 1,094,887 | 201,911 |
| Parks & Recreation | 11,288 | 7,489 | 9,288 | 6,971 | 9,217 | 9,080 | 8,211 | 26,986 | 15,672 | 14,338 | 7,389 | 125,929 | 220,266 | 94,337 |
| Tax Assessor/Coll. | 1,074,485 | 315,762 | 303,624 | 304,605 | 297,586 | 436,812 | 301,945 | 299,875 | 305,445 | 294,799 | 3,947 | 3,938,885 | 4,333,989 | 395,104 |
| Human Resources | 117,930 | 36,308 | 34,947 | 40,071 | 36,047 | 50,743 | 34,876 | 35,758 | 36,654 | 37,309 | 2,531 | 463,174 | 481,401 | 18,227 |
| County Auditor | 449,636 | 114,824 | 115,195 | 116,686 | 116,780 | 173,184 | 116,244 | 115,591 | 115,700 | 115,704 | 1,764 | 1,551,308 | 1,620,041 | 68,733 |
| County Clerk | 602,299 | 173,767 | 165,171 | 168,359 | 168,634 | 240,309 | 160,621 | 159,486 | 164,474 | 159,926 | 14,151 | 2,177,197 | 2,480,318 | 303,121 |
| County Judge | 237,118 | 77,115 | 67,480 | 74,734 | 68,050 | 104,048 | 69,115 | 71,207 | 68,606 | 68,261 | 519 | 906,253 | 985,072 | 78,819 |
| Risk Management | 72,625 | 21,825 | 21,144 | 21,043 | 20,942 | 31,324 | 21,417 | 21,294 | 21,868 | 21,448 | 1,591 | 276,521 | 279,138 | 2,617 |
| County Treasurer | 106,824 | 30,988 | 31,208 | 32,379 | 30,652 | 45,323 | 30,255 | 31,538 | 30,991 | 30,747 | 620 | 401,525 | 418,310 | 16,785 |
| Printing Department | 36,026 | 10,975 | 10,779 | 10,673 | 10,663 | 12,709 | 10,528 | 12,160 | 12,630 | 8,593 | 13,488 | 149,224 | 177,280 | 28,056 |
| Purchasing Department | 155,802 | 44,385 | 44,368 | 48,897 | 43,816 | 66,109 | 47,054 | 45,184 | 44,413 | 48,674 | 4,805 | 593,507 | 608,991 | 15,484 |
| General Services | 2,948,114 | 812,566 | 1,556,946 | 652,027 | 915,369 | 657,436 | 905,972 | 714,820 | 579,569 | 686,489 | 38,188 | 10,467,496 | 11,663,648 | 1,196,152 |
| MIS | 602,876 | 148,738 | 156,829 | 144,290 | 146,744 | 229,173 | 164,110 | 163,513 | 191,389 | 204,065 | 13,127 | 2,164,854 | 2,333,984 | 169,130 |
| Voter's Registration | 71,275 | 5,956 | 10,843 | 8,800 | 6,831 | 7,112 | 11,897 | 3,044 | 7,426 | 7,960 | 1,173 | 142,317 | 197,559 | 55,242 |
| Elections | 321,273 | (15,598) | 46,786 | 50,853 | 177,728 | 56,710 | 38,364 | 45,925 | 112,395 | 43,454 | 19,043 | 896,933 | 936,428 | 39,495 |
| District Attorney | 1,782,089 | 489,993 | 533,671 | 535,529 | 511,560 | 772,821 | 539,966 | 546,665 | 515,377 | 516,191 | 14,682 | 6,758,544 | 7,323,462 | 564,918 |
| District Clerk | 552,216 | 159,188 | 159,326 | 159,640 | 157,190 | 232,396 | 159,163 | 162,929 | 159,281 | 157,670 | 15,719 | 2,074,718 | 2,120,765 | 46,047 |
| Criminal Dist. Court | 345,037 | 116,997 | 145,987 | 115,042 | 127,604 | 148,278 | 102,141 | 112,287 | 105,924 | 104,684 | 282 | 1,424,263 | 1,580,079 | 155,816 |
| 58th Dist. Court | 77,687 | 22,805 | 22,657 | 23,835 | 23,253 | 33,736 | 22,592 | 22,926 | 22,749 | 22,524 | 331 | 295,095 | 323,182 | 28,087 |
| 60th Dist. Court | 82,807 | 24,313 | 24,476 | 24,547 | 24,303 | 36,651 | 24,266 | 24,326 | 24,451 | 24,956 | 180 | 315,276 | 341,846 | 26,570 |
| 136th Dist. Court | 82,504 | 24,987 | 23,951 | 26,719 | 23,954 | 36,030 | 24,542 | 24,006 | 24,089 | 23,463 | 2,080 | 316,325 | 331,927 | 15,602 |
| 172nd Dist. Court | 81,691 | 23,440 | 23,188 | 23,677 | 23,390 | 33,773 | 23,110 | 23,192 | 23,458 | 20,216 | - | 299,135 | 327,698 | 28,563 |
| 252nd Dist. Court | 257,021 | 93,339 | 99,847 | 107,927 | 71,736 | 86,590 | 71,008 | 71,522 | 63,456 | 93,305 | 266 | 1,016,017 | 1,182,507 | 166,490 |
| 279th Dist. Court | 87,918 | 25,475 | 32,207 | 41,324 | 22,950 | 34,934 | 32,791 | 24,046 | 36,207 | 34,837 | 390 | 373,079 | 446,205 | 73,126 |
| 317th Dist. Court | 197,318 | 55,390 | 62,796 | 63,372 | 48,296 | 72,382 | 59,473 | 62,116 | 54,291 | 55,906 | 808 | 732,148 | 839,993 | 107,845 |
| J.P. Pct. 1 Pl 1 | 106,331 | 30,731 | 30,947 | 31,911 | 30,173 | 42,877 | 31,198 | 30,575 | 29,795 | 29,758 | 208 | 394,504 | 413,217 | 18,713 |
| J.P. Pct. 1 Pl 2 | 107,750 | 31,199 | 31,114 | 30,643 | 31,554 | 45,928 | 30,872 | 32,725 | 30,879 | 30,719 | 68 | 403,451 | 408,826 | 5,375 |
| J.P. Pct. 2 | 73,228 | 23,929 | 24,350 | 23,276 | 22,167 | 32,019 | 22,552 | 25,282 | 23,317 | 23,216 | 788 | 294,124 | 368,598 | 74,474 |
| J.P. Pct. 4 | 100,799 | 29,247 | 29,648 | 29,771 | 29,623 | 43,831 | 30,544 | 30,156 | 29,448 | 29,437 | - | 382,504 | 411,406 | 28,902 |
| J.P. Pct. 6 | 103,614 | 30,455 | 29,052 | 28,985 | 28,919 | 42,303 | 28,881 | 29,131 | 28,781 | 28,810 | 780 | 379,711 | 409,105 | 29,394 |
| J.P. Pct. 7 | 100,035 | 30,239 | 30,798 | 30,071 | 30,069 | 46,998 | 31,387 | 30,170 | 30,077 | 29,398 | - | 389,242 | 404,824 | 15,582 |
| J.P. Pct. 8 | 93,457 | 27,351 | 27,204 | 28,557 | 27,229 | 41,210 | 28,723 | 27,278 | 27,538 | 27,249 | 1,170 | 356,966 | 397,789 | 40,823 |
| Cnty. Court at Law 1 | 135,768 | 39,969 | 39,888 | 39,867 | 39,763 | 59,442 | 40,251 | 39,799 | 39,979 | 39,885 | 249 | 514,860 | 531,051 | 16,191 |
| Cnty. Court at Law 2 | 142,606 | 36,985 | 38,994 | 46,264 | 43,814 | 66,052 | 46,887 | 42,211 | 49,068 | 50,089 | 923 | 563,893 | 646,878 | 82,985 |
| Cnty. Court at Law 3 | 205,386 | 56,530 | 63,644 | 66,369 | 56,917 | 82,303 | 57,883 | 59,063 | 60,005 | 60,406 | - | 768,506 | 795,187 | 26,681 |
| Court Master | 115,820 | 33,701 | 33,579 | 25,111 | 22,321 | 31,597 | 23,975 | 22,781 | 22,911 | 24,132 | - | 355,928 | 504,015 | 148,087 |

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending September 30, 2020 (Unadjusted)

| | October 2019 | | | | | | | | | | | Cumulative | Annual | Unencumbered |
|----------------------|----------------------|----------------------|---------------------|---------------------|---------------------|----------------------|---------------------|----------------------|---------------------|---------------------|---------------------|-----------------------|-----------------------|----------------------|
| | December | January | February | March | April | May | June | July | August | September | Encumbrances | Total | Budget | Balance |
| Dispute Resolution | \$ 63,015 | \$ 21,498 | \$ 19,676 | \$ 18,291 | \$ 13,151 | \$ 19,598 | \$ 13,258 | \$ 13,667 | \$ 13,303 | \$ 14,333 | \$ 4,700 | \$ 214,490 | \$ 276,151 | \$ 61,661 |
| Comm. Supervision | 1,073 | 358 | 676 | 358 | 358 | 459 | 358 | 358 | 1,234 | 78 | 4,602 | 9,912 | 15,540 | 5,628 |
| 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 | 1,038,279 | 1,052,491 | 76,120 | 14,759,878 | 15,509,526 | 749,648 |
| Crime Lab | 342,880 | 98,372 | 106,442 | 107,396 | 106,316 | 149,630 | 109,131 | 106,866 | 97,991 | 110,764 | 10,510 | 1,346,298 | 1,564,556 | 218,258 |
| 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 | 2,527,205 | 2,191,008 | 632,195 | 30,046,552 | 31,040,701 | 994,149 |
| Juvenile Probation | 357,933 | 104,948 | 110,044 | 109,703 | 109,130 | 163,021 | 109,670 | 112,899 | 112,244 | 68,367 | 1,127 | 1,359,086 | 1,755,014 | 395,928 |
| Juvenile Detention | 497,541 | 158,054 | 157,397 | 158,473 | 140,111 | 223,264 | 159,554 | 152,961 | 141,990 | 106,984 | 33,790 | 1,930,119 | 2,323,910 | 393,791 |
| Constable Pct. 1 | 214,715 | 61,322 | 63,338 | 64,939 | 58,393 | 85,452 | 62,364 | 63,535 | 61,922 | 93,746 | 3,870 | 833,596 | 847,189 | 13,593 |
| Constable Pct. 2 | 119,943 | 35,495 | 35,130 | 35,219 | 35,399 | 51,402 | 36,585 | 58,535 | 35,594 | 36,488 | 318 | 480,108 | 520,806 | 40,698 |
| Constable Pct. 4 | 156,649 | 35,339 | 36,256 | 35,758 | 35,313 | 49,859 | 33,496 | 54,248 | 37,988 | 35,745 | 1,991 | 512,642 | 554,380 | 41,738 |
| Constable Pct. 6 | 191,807 | 49,697 | 81,550 | 50,748 | 45,878 | 67,076 | 44,972 | 44,703 | 68,871 | 47,493 | 577 | 693,372 | 707,283 | 13,911 |
| Constable Pct. 7 | 128,402 | 37,025 | 36,577 | 37,509 | 37,089 | 55,356 | 37,285 | 60,403 | 37,109 | 40,740 | 141 | 507,636 | 534,422 | 26,786 |
| Constable Pct. 8 | 125,722 | 36,651 | 36,841 | 36,928 | 36,640 | 54,688 | 36,916 | 36,758 | 60,403 | 36,200 | 1,424 | 499,171 | 523,678 | 24,507 |
| County Morgue | 132,333 | 75,600 | 64,913 | 63,603 | 81,561 | 71,025 | 64,378 | 80,216 | 114,249 | 94,430 | 797 | 843,105 | 1,060,000 | 216,895 |
| Agriculture Ext. | 101,414 | 29,542 | 32,551 | 29,961 | 29,252 | 43,276 | 31,161 | 30,258 | 28,215 | 27,207 | 900 | 383,737 | 440,459 | 56,722 |
| Public Health # 1 | 331,317 | 96,144 | 108,877 | 101,507 | 89,160 | 130,813 | 114,708 | 81,249 | 80,935 | 91,870 | 8,079 | 1,234,659 | 1,380,353 | 145,694 |
| Public Health # 2 | 323,967 | 87,824 | 91,973 | 96,855 | 91,066 | 133,139 | 99,017 | 94,177 | 88,540 | 84,981 | 4,632 | 1,196,171 | 1,391,445 | 195,274 |
| Nurse Practitioner | 91,075 | 24,019 | 23,856 | 26,105 | 23,950 | 34,952 | 24,284 | 25,865 | 23,876 | 25,291 | 8,074 | 331,347 | 342,782 | 11,435 |
| Child Welfare | 37,054 | 5,486 | 2,407 | 2,946 | 6,202 | 2,727 | 12,469 | 5,060 | 7,131 | 597 | - | 82,079 | 120,000 | 37,921 |
| Env. Control | 107,468 | 30,601 | 30,346 | 31,656 | 30,519 | 45,428 | 30,772 | 30,433 | 30,842 | 30,153 | 793 | 399,011 | 433,004 | 33,993 |
| Ind. Medical Svcs. | 341,301 | 1,902,589 | 85,848 | 70,327 | 125,495 | 1,890,808 | 107,467 | 96,602 | 95,479 | 64,830 | 81,444 | 4,862,190 | 5,013,846 | 151,656 |
| Emergency Mgmt. | 53,206 | 15,508 | 15,511 | 15,509 | 15,510 | 23,121 | 15,739 | 16,426 | 16,431 | 16,430 | - | 203,391 | 255,090 | 51,699 |
| Beaumont Maintenance | 513,581 | 172,636 | 179,482 | 253,627 | 175,170 | 281,628 | 206,039 | 170,793 | 196,296 | 265,579 | 61,540 | 2,476,371 | 2,892,053 | 415,682 |
| Port Arthur Maint. | 230,643 | 59,528 | 49,665 | 93,621 | 58,921 | 71,655 | 63,853 | 50,663 | 59,508 | 91,420 | 39,736 | 869,213 | 975,482 | 106,269 |
| Mid-County Maint. | 45,985 | 16,092 | 14,537 | 17,450 | 15,057 | 17,969 | 16,907 | 16,541 | 16,742 | 31,874 | 22,428 | 231,582 | 269,862 | 38,280 |
| Service Center | 304,886 | 76,500 | 90,576 | 85,936 | 55,718 | 72,241 | 56,655 | 64,158 | 75,612 | 97,098 | 168,362 | 1,147,742 | 1,251,507 | 103,765 |
| Veteran Service | 83,413 | 24,518 | 24,307 | 24,522 | 24,033 | 35,008 | 24,231 | 23,818 | 24,904 | 25,020 | 365 | 314,139 | 334,591 | 20,452 |
| Mosquito Control | 344,491 | 264,567 | 96,724 | 155,317 | 94,073 | 130,117 | 152,134 | 176,377 | 100,140 | 109,905 | 411,593 | 2,035,438 | 2,343,725 | 308,287 |
| 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 | - | - | - | - | - | - | - | - | - | - | - | - | 87,145 | 87,145 |
| 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 | \$ 8,992,320 | \$ 8,682,278 | \$ 1,973,452 | \$ 127,939,753 | \$ 138,165,159 | \$ 10,225,406 |

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending September 30, 2020 (Unadjusted)

| 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 September 30, 2020 (Unadjusted)

| | <u>Fund</u> | <u>Transfers In</u> | <u>Transfers Out</u> |
|-----|-------------------------------|---------------------|----------------------|
| 120 | General Fund | - | 1,335,466 (a) |
| 120 | General Fund | - | 875,392 (b) |
| 210 | Security Fee Fund | 425,000 (b) | - |
| 231 | Women's Center | - (a) | - |
| 237 | Community Corrections Program | 25,306 (a) | 25,306 (a) |
| 239 | Drug Diversion Program | 25,306 (a) | 25,306 (a) |
| 241 | Sheriff Department Grants | 846 (b) | - |
| 245 | Crime Victim's Clearing | 182,309 (b) | - |
| 257 | Auto Theft Grant | 54,312 (b) | - |
| 282 | VAWA Fund | 94,910 (b) | - |
| 293 | County Clerk HAVA Fund | 8,926 (b) | - |
| 311 | Capital Projects Fund | 117,170 (a) | - |
| 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 | 109,089 (b) | - |
| 883 | 2018 Port Security Grant | 21,981 (b) | - |
| | | <u>\$2,300,311</u> | <u>\$2,300,311</u> |

(a) Budgeted Transfer

(b) Grant Match

Jefferson County, Texas
Statement of Comp-Time Liability
For The Fourth Quarter - September 30, 2020

| Department | Cumulative Hours | Current Liability |
|-------------------------------|---------------------|----------------------|
| Road & Bridge # 1 | 195.38 | \$ 5,079.57 |
| Road & Bridge # 2 | 584.94 | 15,174.36 |
| Road & Bridge # 3 | 403.44 | 9,910.40 |
| Road & Bridge # 4 | 14.25 | 306.41 |
| Engineering | 81.52 | 2,509.09 |
| Tax Assessor/Collector | 298.82 | 6,702.95 |
| Human Resources | - | - |
| County Auditor | 85.38 | 2,775.50 |
| County Clerk | 188.19 | 4,266.27 |
| County Judge | 72.63 | 1,989.20 |
| Treasurer | 0.01 | 0.10 |
| Printing | 0.55 | 14.31 |
| Purchasing Department | 8.75 | 194.84 |
| MIS | 388.56 | 11,743.90 |
| Voter Registration | 17.63 | 447.14 |
| Elections Department | 101.37 | 2,377.31 |
| District Attorney | 0.08 | 1.82 |
| District Clerk | 511.39 | 10,786.61 |
| Criminal District Court | 87.75 | 2,387.27 |
| 58th District Court | 1.63 | 44.21 |
| 172nd District Court | - | - |
| 252nd District Court | 26.38 | 1,069.22 |
| 279th District Court | - | - |
| 317th District Court | 0.01 | 0.12 |
| Justice of Peace Pct. 1 Pl. 1 | 25.87 | 681.70 |
| Justice of Peace Pct. 1 Pl. 2 | 127.87 | 3,131.23 |
| Justice of Peace Pct. 2 | - | - |
| Justice of Peace Pct. 4 | 0.01 | 0.13 |
| Justice of Peace Pct. 6 | 3.63 | 91.41 |
| Justice of Peace Pct. 7 | 50.63 | 1,333.11 |
| Justice of Peace Pct. 8 | - | - |
| County Court at Law #2 | 50.88 | 1,384.10 |
| Court Master | 2.87 | 78.21 |
| Dispute Resolution Center | 79.62 | 1,456.34 |
| Sheriff's Department | 13,311.99 | 471,498.65 |
| Crime Lab | 231.35 | 9,281.96 |
| Correctional Facility | 9,306.55 | 253,122.19 |
| Juvenile Probation | 94.90 | 1,981.56 |
| Juvenile Detention Home | 293.36 | 5,341.72 |
| Constable Pct. 1 | 333.13 | 9,585.26 |

Jefferson County, Texas
Statement of Comp-Time Liability
For The Fourth Quarter - September 30, 2020

| Department | Cumulative Hours | Current Liability |
|-------------------------------------|---------------------|----------------------|
| Constable Pct. 2 | 156.00 | \$ 6,061.29 |
| Constable Pct. 4 | 115.25 | 4,754.51 |
| Constable Pct. 6 | 60.95 | 1,928.45 |
| Constable Pct. 7 | 45.29 | 1,557.22 |
| Constable Pct. 8 | 42.00 | 1,263.56 |
| Public Health No. 1 | 21.56 | 408.41 |
| Public Health No. 2 | 74.75 | 1,698.11 |
| Environmental Control | - | - |
| Indigent Health | - | - |
| Emergency Management | 78.75 | 2,446.62 |
| Mosquito Control | 529.50 | 13,076.71 |
| Maintenance - Beaumont | 327.01 | 6,974.29 |
| Maintenance - Port Arthur | 196.25 | 4,299.74 |
| Maintenance- Mid County | 79.75 | 1,917.67 |
| Service Center | 18.00 | 439.45 |
| Veterans' Services Office | 0.63 | 15.62 |
| Airport | 886.60 | 18,882.27 |
| Visitors' Center | 43.38 | 563.99 |
| Grant A Basic Probation | 25.88 | 517.87 |
| Grant A Mental Health Service | 0.61 | 17.74 |
| Grant A Community Programs | 118.26 | 2,300.27 |
| Grant A Pre and Post Adjudication | 0.01 | 0.08 |
| Community Supervision | 201.61 | 4,864.96 |
| Women's Center | 483.93 | 7,098.97 |
| Community Corrections | 13.76 | 275.84 |
| High Need Program | 2.00 | 43.74 |
| TJPC Grant Contract M | 8.00 | 150.15 |
| Drug Diversion | 14.26 | 218.92 |
| Juvenile Probation and Detention | 140.00 | 1,906.27 |
| Auto Theft | 70.25 | 2,713.72 |
| Sheriff Mental Health Liaison -Cnty | 14.50 | 492.78 |
| Sheriff Mental Health Liaison | 45.25 | 1,394.23 |
| Marine Division | 3,357.50 | 117,724.33 |
| Courthouse Security | 160.00 | 5,593.25 |
| Total | 34,312.81 | \$ 1,048,349.20 |
| Comp-Time Liability at 9/30/19 | 34,517.02 | \$1,011,796.30 |

INTER-GOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF JEFFERSON
AND
JEFFERSON COUNTY DRAINAGE DISTRICT NUMBER 6

STATE OF TEXAS

COUNTY OF JEFFERSON

This INTER-GOVERNMENTAL AGREEMENT between the COUNTY OF JEFFERSON, TEXAS, whose address is 1149 Pearl Street, Beaumont, Texas 77701 hereinafter referred to as "COUNTY" and JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6 whose address is 6550 Walden Road, Beaumont, Texas 77707 hereinafter referred to as "DISTRICT", is as follows:

WHEREAS, the COUNTY and the DISTRICT will submit a joint application for Texas General Land Office CDBG Hurricane Harvey State Mitigation Competition funds to the Texas General Land Office in an amount not to exceed \$100,000,000.00, with the DISTRICT acting as the lead entity.

WHEREAS, upon award, the CDBG Hurricane Harvey State Mitigation Competition Contract (CDBG-MIT), will provide for a detention basin project on Bayou Din along with channel improvements on associated tributaries.

WHEREAS, the COUNTY and the DISTRICT are desirous of reciting in writing certain duties and obligations between the parties hereto:

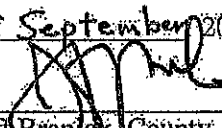
FOR AND IN CONSIDERATION of the mutual benefits flowing to the COUNTY as well as the DISTRICT as a result of the joint application and the receipt of a contract award under the CDBG Hurricane Harvey State Mitigation Competition (CDBG-MIT) and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Upon award, the CDBG Hurricane Harvey State Mitigation Competition (CDBG-MIT) funding for an amount not to exceed \$100,000,000.00, the COUNTY and the DISTRICT agree to a 1% contribution of matching funds, not to exceed 1,000,000.00. The terms of the distribution of this contribution will be negotiated by the COUNTY and the DISTRICT.
2. The DISTRICT ENGINEER hereinafter referred to as the "PROJECT ENGINEER" shall coordinate with the COUNTY and the DISTRICT on all plans and specifications.
3. Prior to the bidding process, the PROJECT ENGINEER shall submit specifications to the COUNTY and the DISTRICT for approval.

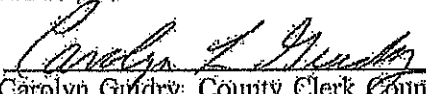
4. The DISTRICT, shall fully and satisfactorily perform all the conditions and obligations as lead entity under the terms of the CDBG Hurricane Harvey State Mitigation Competition Contract (CDBG-MIT). The DISTRICT as lead entity shall submit such reports as are required by the CDBG Hurricane Harvey State Mitigation Competition Contract (CDBG-MIT). In the event any costs at the request or under the direction of/ or approved by the DISTRICT which are determined by the Texas General Land Office to be unallowable, the DISTRICT will be responsible and pay for any such costs.
5. The parties further agree that all land purchases and improvements placed thereon, and all drainage facility improvements acquired by funds from said CDBG Hurricane Harvey State Mitigation Competition Contract (CDBG-MIT), and/or purchased or provided by the DISTRICT shall be conveyed in fee simple to the DISTRICT upon completion of the grant contract. In consideration therefore, the DISTRICT agrees and will assume all legal responsibilities and obligations connected with the improvements and operation of said drainage facilities.
6. This is a good faith effort between the COUNTY and the DISTRICT to accommodate and assist the citizens of Jefferson County by providing improved drainage to the project target area and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said CDBG Hurricane Harvey State Mitigation Competition Contract (CDBG-MIT) upon award by the Texas General Land Office, the same being incorporated herein by reference the same as if fully set forth in this Inter-governmental Agreement.
7. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for final and binding resolution.

COUNTY OF JEFFERSON

WITNESS OUR HANDS effective this 15th day of September 2020.


 Jeff Branick, County Judge
 County of Jefferson

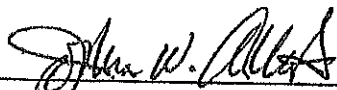
ATTEST:


 Carolyn Guidry, County Clerk County of
 Jefferson




JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

WITNESS OUR HANDS effective this 13th day of October, 2020.



Joshua W. Allen, Sr., President-Board of Directors

ATTEST:



Charles "Chuck" Guillory, Secretary-Board of Directors
Jefferson County Drainage District No. 6

| PGM: GMCOMMV2 | DATE 10-27-2020 | PAGE: 1 |
|-------------------------------------|--------------------|-----------------|
| NAME | AMOUNT | CHECK NO. TOTAL |
| JURY FUND | | |
| DAWN DONUTS | 54.25 | 476605 |
| ROAD & BRIDGE PCT.#1 | | 54.25** |
| ENTERGY | 580.29 | 476471 |
| MID-COUNTY ALTERNATOR | 60.00 | 476486 |
| MUNRO'S | 30.35 | 476487 |
| AT&T | 71.06 | 476500 |
| VERIZON WIRELESS | 75.98 | 476527 |
| FUNCTION 4 LLC | 31.00 | 476619 |
| ROAD & BRIDGE PCT.#2 | | 848.68** |
| MID-COUNTY ALTERNATOR | 145.00 | 476486 |
| MUNRO'S | 20.46 | 476487 |
| CENTERPOINT ENERGY RESOURCES CORP | 39.71 | 476557 |
| ASCO | 112.49 | 476589 |
| FUNCTION 4 LLC | 31.00 | 476619 |
| GULF COAST | 163.17 | 476635 |
| ROAD & BRIDGE PCT. # 3 | | 511.83** |
| SPIDLE & SPIDLE | 1,021.19 | 476448 |
| ENTERGY | 231.77 | 476471 |
| MUNRO'S | 23.85 | 476487 |
| TIME WARNER COMMUNICATIONS | 123.58 | 476503 |
| SOUTHERN TIRE MART, LLC | 388.95 | 476512 |
| WESTEND HARDWARE CO | 43.98 | 476537 |
| FUNCTION 4 LLC | 62.00 | 476619 |
| ROAD & BRIDGE PCT.#4 | | 1,895.32** |
| SPIDLE & SPIDLE | 2,909.17 | 476448 |
| M&D SUPPLY | 172.60 | 476483 |
| MUNRO'S | 163.86 | 476487 |
| OFFICE DEPOT | 495.92 | 476489 |
| SANITARY SUPPLY, INC. | 516.80 | 476496 |
| SOUTHEAST TEXAS WATER | 78.95 | 476499 |
| VULCAN MATERIALS CO. | 17,126.37 | 476508 |
| DEPARTMENT OF INFORMATION RESOURCES | .04 | 476518 |
| UNITED STATES POSTAL SERVICE | 23.90 | 476530 |
| LONE STAR RIGGING LLP | 303.12 | 476560 |
| EMERGENCY POWER SERVICE | 805.53 | 476582 |
| ON TIME TIRE | 352.00 | 476583 |
| ASCO | 2,359.50 | 476589 |
| MARTIN MARIETTA MATERIALS | 209.76 | 476601 |
| FUNCTION 4 LLC | 52.00 | 476619 |
| ELKINS TRACTOR AND HAULING SVC, LLC | 135.00 | 476630 |
| GULF COAST | 373.50 | 476635 |
| ENGINEERING FUND | | 26,078.02** |
| FUNCTION 4 LLC | 62.00 | 476619 |
| PARKS & RECREATION | | 62.00** |
| ENTERGY | 1,281.78 | 476471 |
| SUNBELT RENTALS | 125.28 | 476548 |
| GENERAL FUND | | 1,407.06** |
| TAX OFFICE | | |
| ACE IMAGEWEAR | 23.90 | 476497 |
| DEPARTMENT OF INFORMATION RESOURCES | .34 | 476518 |
| UNITED STATES POSTAL SERVICE | 682.66 | 476530 |
| ROCHESTER ARMORED CAR CO INC | 378.40 | 476575 |
| FUNCTION 4 LLC | 155.00 | 476619 |
| J D POWER | 840.00 | 476653 |
| COUNTY HUMAN RESOURCES | | 2,080.30* |

| PGM: GMCOMMV2 | DATE 10-27-2020 | AMOUNT | CHECK NO. | PAGE: 2 172 TOTAL |
|------------------------------------|--------------------|-----------|-----------|-------------------------|
| FUNCTION 4 LLC | | 31.00 | 476619 | |
| AUDITOR'S OFFICE | | | | 31.00* |
| UNITED STATES POSTAL SERVICE | | 9.07 | 476530 | |
| FUNCTION 4 LLC | | 31.00 | 476619 | |
| COUNTY CLERK | | | | 40.07* |
| CURTIS 1000, INC. | | 424.97 | 476465 | |
| OFFICE DEPOT | | 8.49 | 476489 | |
| UNITED STATES POSTAL SERVICE | | 291.59 | 476530 | |
| RICOH USA INC | | 676.27 | 476587 | |
| FUNCTION 4 LLC | | 93.00 | 476619 | |
| COUNTY JUDGE | | | | 1,477.34* |
| OFFICE DEPOT | | 53.98 | 476489 | |
| SOUTHEAST TEXAS WATER | | 91.20 | 476499 | |
| UNITED STATES POSTAL SERVICE | | 69.80 | 476530 | |
| SNIDER LAW FIRM PLLC | | 500.00 | 476595 | |
| JAN GIROUARD & ASSOCIATES LLC | | 400.00 | 476609 | |
| FUNCTION 4 LLC | | 31.00 | 476619 | |
| RISK MANAGEMENT | | | | 1,145.98* |
| OFFICE DEPOT | | 966.19 | 476489 | |
| UNITED STATES POSTAL SERVICE | | 410.06 | 476530 | |
| FUNCTION 4 LLC | | 31.00 | 476619 | |
| COUNTY TREASURER | | | | 1,407.25* |
| UNITED STATES POSTAL SERVICE | | 100.27 | 476530 | |
| FUNCTION 4 LLC | | 62.00 | 476619 | |
| PRINTING DEPARTMENT | | | | 162.27* |
| BOSWORTH PAPER | | 752.88 | 476457 | |
| OLMSTED-KIRK PAPER | | 1,200.00 | 476490 | |
| FUNCTION 4 LLC | | 350.00 | 476619 | |
| PURCHASING DEPARTMENT | | | | 2,302.88* |
| BEAUMONT ENTERPRISE | | 663.16 | 476466 | |
| UNITED STATES POSTAL SERVICE | | 2.07 | 476530 | |
| FUNCTION 4 LLC | | 31.00 | 476619 | |
| GENERAL SERVICES | | | | 696.23* |
| B&L MAIL PRESORT SERVICE | | 1,882.99 | 476454 | |
| BOSWORTH PAPER | | 2,065.00 | 476457 | |
| COASTAL SOIL CONSERVATION DISTRICT | | 2,500.00 | 476463 | |
| CASH ADVANCE ACCOUNT | | 60.00 | 476476 | |
| SPINDLETOP MHMR | | 34,666.91 | 476480 | |
| TIME WARNER COMMUNICATIONS | | 226.44 | 476504 | |
| ADVANCED STAFFING | | 58.50 | 476514 | |
| TOWER COMMUNICATIONS, INC. | | 2,517.00 | 476528 | |
| UNITED BOARD OF MISSIONS | | 2,604.68 | 476652 | |
| DATA PROCESSING | | | | 46,581.52* |
| VERIZON WIRELESS | | 75.98 | 476527 | |
| UNITED STATES POSTAL SERVICE | | .42 | 476530 | |
| SPS VAR LLC | | 8,730.00 | 476542 | |
| DATALOGICS INC | | 5,000.00 | 476604 | |
| SITEIMPROVE INC | | 2,900.21 | 476607 | |
| CONVERGEONE INC | | 11,520.00 | 476612 | |
| FUNCTION 4 LLC | | 31.00 | 476619 | |
| HELPSYSTEMS LLC | | 1,377.64 | 476622 | |
| VOTERS REGISTRATION DEPT | | | | 29,635.25* |
| ADVANCED STAFFING | | 712.30 | 476514 | |

| PGM: GMCOMMV2 | DATE 10-27-2020 | | PAGE: 3 |
|-------------------------------------|--------------------|-----------|--------------|
| NAME | AMOUNT | CHECK NO. | TOTAL 173 |
| CDW COMPUTER CENTERS, INC. | 162.12 | 476515 | |
| UNITED STATES POSTAL SERVICE | 550.32 | 476530 | |
| FUNCTION 4 LLC | 31.00 | 476619 | 1,455.74* |
| ELECTIONS DEPARTMENT | | | |
| FAST SIGNS, INC. | 180.00 | 476468 | |
| HART INTER CIVIC | 908.70 | 476472 | |
| DEPARTMENT OF INFORMATION RESOURCES | .28 | 476518 | |
| UNITED STATES POSTAL SERVICE | 28.05 | 476530 | |
| LOWE'S HOME CENTERS, INC. | 266.00 | 476540 | |
| BAY TECH LABEL, INC. | 175.39 | 476543 | |
| A. RIFKIN COMPANY | 282.29 | 476555 | |
| FUNCTION 4 LLC | 31.00 | 476619 | 1,871.71* |
| DISTRICT ATTORNEY | | | |
| GT DISTRIBUTORS, INC. | 878.11 | 476470 | |
| KIRKSEY'S SPRINT PRINTING | 36.40 | 476478 | |
| OFFICE DEPOT | 860.72 | 476489 | |
| UNITED STATES POSTAL SERVICE | 252.37 | 476530 | |
| THIRD COAST TINT | 150.00 | 476569 | |
| THOMSON REUTERS-WEST | 543.53 | 476592 | |
| HIGGINBOTHAM INSURANCE AGENCY INC | 71.00 | 476599 | |
| TATIANA ZELEZNIACK | 300.00 | 476602 | |
| TATIANA ZELEZNIACK | 159.95 | 476603 | |
| FUNCTION 4 LLC | 155.00 | 476619 | 3,407.08* |
| DISTRICT CLERK | | | |
| OFFICE DEPOT | 77.08 | 476489 | |
| UNITED STATES POSTAL SERVICE | 1,386.46 | 476530 | |
| COASTAL BUSINESS FORMS | 499.38 | 476590 | |
| FUNCTION 4 LLC | 31.00 | 476619 | 1,993.92* |
| CRIMINAL DISTRICT COURT | | | |
| UNITED STATES POSTAL SERVICE | 44.22 | 476530 | |
| BRITTANIE HOLMES | 900.00 | 476586 | |
| FUNCTION 4 LLC | 62.00 | 476619 | 1,006.22* |
| 58TH DISTRICT COURT | | | |
| FUNCTION 4 LLC | 31.00 | 476619 | 31.00* |
| 60TH DISTRICT COURT | | | |
| UNITED STATES POSTAL SERVICE | .50 | 476530 | |
| FUNCTION 4 LLC | 31.00 | 476619 | 31.50* |
| 136TH DISTRICT COURT | | | |
| UNITED STATES POSTAL SERVICE | .92 | 476530 | |
| FUNCTION 4 LLC | 31.00 | 476619 | 31.92* |
| 172ND DISTRICT COURT | | | |
| FUNCTION 4 LLC | 31.00 | 476619 | 31.00* |
| 252ND DISTRICT COURT | | | |
| CRISTY SMITH | 863.30 | 476459 | |
| OFFICE DEPOT | 55.21 | 476489 | |
| UNITED STATES POSTAL SERVICE | 18.89 | 476530 | |
| M.K. HAMZA, PHD, P.A. | 2,400.00 | 476588 | |
| FUNCTION 4 LLC | 62.00 | 476619 | 3,399.40* |
| 279TH DISTRICT COURT | | | |
| NATHAN REYNOLDS, JR. | 200.00 | 476494 | |
| CHARLES ROJAS | 200.00 | 476517 | |
| KIMBERLY PHELAN, P.C. | 500.00 | 476561 | |
| FUNCTION 4 LLC | 31.00 | 476619 | |

| PGM: GMCOMMV2 | DATE 10-27-2020 | AMOUNT | CHECK NO. | PAGE: 4 174 TOTAL |
|-------------------------------------|--------------------|----------|-----------|-------------------------|
| THE PARDUE LAW FIRM, PLLC | | 2,080.00 | 476644 | 3,011.00* |
| 317TH DISTRICT COURT | | | | |
| ANITA F. PROVO | | 800.00 | 476492 | |
| CHARLES ROJAS | | 750.00 | 476517 | |
| GLEN M. CROCKER | | 450.00 | 476534 | |
| BRITTANIE HOLMES | | 300.00 | 476586 | |
| PATRICIA VELASCO | | 2,465.42 | 476606 | |
| FUNCTION 4 LLC | | 31.00 | 476619 | |
| THE PARDUE LAW FIRM, PLLC | | 490.00 | 476644 | |
| ALICIA K HALL PLLC | | 750.00 | 476650 | 6,036.42* |
| JUSTICE COURT-PCT 1 PL 1 | | | | |
| UNITED STATES POSTAL SERVICE | | 23.97 | 476530 | |
| FUNCTION 4 LLC | | 31.00 | 476619 | 54.97* |
| JUSTICE COURT-PCT 1 PL 2 | | | | |
| FUNCTION 4 LLC | | 31.00 | 476619 | 31.00* |
| JUSTICE COURT-PCT 4 | | | | |
| DEPARTMENT OF INFORMATION RESOURCES | | .11 | 476518 | |
| FUNCTION 4 LLC | | 31.00 | 476619 | 31.11* |
| JUSTICE COURT-PCT 6 | | | | |
| OFFICE DEPOT | | 246.66 | 476489 | |
| UNITED STATES POSTAL SERVICE | | 17.90 | 476530 | |
| FUNCTION 4 LLC | | 31.00 | 476619 | 295.56* |
| JUSTICE COURT-PCT 7 | | | | |
| DEPARTMENT OF INFORMATION RESOURCES | | .20 | 476518 | .20* |
| JUSTICE OF PEACE PCT. 8 | | | | |
| FUNCTION 4 LLC | | 31.00 | 476619 | 31.00* |
| COUNTY COURT AT LAW NO.1 | | | | |
| UNITED STATES POSTAL SERVICE | | 1.68 | 476530 | |
| LEXIS-NEXIS | | 80.00 | 476531 | |
| SIERRA SPRING WATER CO. - BT | | 56.25 | 476532 | |
| EFFIE KEFFER | | 54.05 | 476610 | |
| FUNCTION 4 LLC | | 31.00 | 476619 | 222.98* |
| COUNTY COURT AT LAW NO. 2 | | | | |
| DAVID W BARLOW | | 250.00 | 476455 | |
| A. MARK FAGGARD | | 400.00 | 476467 | |
| OFFICE DEPOT | | 50.73 | 476489 | |
| UNITED STATES POSTAL SERVICE | | 11.56 | 476530 | |
| LAURIE PEROZZO | | 500.00 | 476571 | |
| FUNCTION 4 LLC | | 31.00 | 476619 | 1,243.29* |
| COUNTY COURT AT LAW NO. 3 | | | | |
| CHARLES ROJAS | | 250.00 | 476517 | |
| UNITED STATES POSTAL SERVICE | | 5.87 | 476530 | |
| JOEL WEBB VAZQUEZ | | 250.00 | 476554 | |
| FUNCTION 4 LLC | | 31.00 | 476619 | 536.87* |
| COURT MASTER | | | | |
| UNITED STATES POSTAL SERVICE | | 3.00 | 476530 | |
| FUNCTION 4 LLC | | 31.00 | 476619 | 34.00* |
| MEDIATION CENTER | | | | |
| OFFICE DEPOT | | 64.99 | 476489 | |

| PGM: GMCOMMV2 | DATE 10-27-2020 | | PAGE: 5 |
|-------------------------------------|--------------------|-----------|--------------|
| NAME | AMOUNT | CHECK NO. | TOTAL 175 |
| UNITED STATES POSTAL SERVICE | 2.10 | 476530 | |
| 4IMPRINT, INC. | 3,169.05 | 476536 | |
| KARA HAWTHORN | 39.10 | 476578 | |
| FUNCTION 4 LLC | 31.00 | 476619 | 3,306.24* |
| COMMUNITY SUPERVISION | | | |
| FUNCTION 4 LLC | 124.00 | 476619 | 124.00* |
| SHERIFF'S DEPARTMENT | | | |
| FED EX | 168.16 | 476469 | |
| OFFICE DEPOT | 2,661.06 | 476489 | |
| DEPARTMENT OF INFORMATION RESOURCES | 537.49 | 476518 | |
| VERIZON WIRELESS | 3,381.19 | 476526 | |
| UNITED STATES POSTAL SERVICE | 83.57 | 476530 | |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 104.85 | 476538 | |
| DATAWORKS PLUS, LLC | 37,389.34 | 476551 | |
| COBAN TECHNOLOGIES INC | 12,410.00 | 476577 | |
| RITA HURT | 275.00 | 476581 | |
| J J KELLER | 68.20 | 476594 | |
| GALLS LLC | 267.00 | 476600 | |
| VIGILANT SOLUTIONS LLC | 13,700.00 | 476615 | |
| FUNCTION 4 LLC | 310.00 | 476619 | |
| MOORE-ALL TEX SUPPLY | 339.00 | 476626 | |
| COVENANT TACTICAL LLC | 128.00 | 476639 | 71,822.86* |
| CRIME LABORATORY | | | |
| LYNN PEAVEY CO., INC. | 451.00 | 476482 | |
| MCNEILL INSURANCE AGENCY | 71.00 | 476485 | |
| OFFICE DEPOT | 299.99 | 476489 | |
| BAILEY'S HOUSE OF GUNS | 134.26 | 476544 | |
| ULTRA LABELING SYSTEMS | 266.72 | 476566 | |
| FUNCTION 4 LLC | 31.00 | 476619 | 1,253.97* |
| JAIL - NO. 2 | | | |
| CITY OF BEAUMONT - WATER DEPT. | 15,684.46 | 476461 | |
| OFFICE DEPOT | 170.13 | 476489 | |
| COKER DOORS & MOLDING CO. | 575.00 | 476513 | |
| DEPARTMENT OF INFORMATION RESOURCES | 1.78 | 476518 | |
| TEXAS GAS SERVICE | 382.62 | 476547 | |
| EQUIPMENT DEPOT | 1,677.49 | 476562 | |
| EMERGENCY POWER SERVICE | 2,173.10 | 476582 | |
| INDUSTRIAL & COMMERCIAL MECHANICAL | 832.44 | 476584 | |
| MATERA PAPER COMPANY INC | 442.20 | 476591 | |
| FUNCTION 4 LLC | 217.00 | 476619 | |
| AXON ENTERPRISE INC | 2,978.00 | 476620 | |
| BEARCOM / KAY ELECTRONICS | 4,633.53 | 476632 | |
| EPIC BUSINESS ESSENTIALS, LLC | 195.43 | 476640 | 29,963.18* |
| JUVENILE PROBATION DEPT. | | | |
| VERIZON WIRELESS | 53.23 | 476527 | |
| UNITED STATES POSTAL SERVICE | 10.93 | 476530 | |
| FUNCTION 4 LLC | 93.00 | 476619 | 157.16* |
| JUVENILE DETENTION HOME | | | |
| CITY OF BEAUMONT - WATER DEPT. | 2,916.87 | 476461 | |
| S.E. TEXAS BUILDING SERVICE | 2,600.00 | 476498 | |
| WARREN EQUIPMENT CO. | 810.00 | 476510 | |
| MCKESSON MEDICAL-SURGICAL INC | 252.80 | 476516 | |
| CHARMTX INC. | 978.00 | 476549 | |
| FLOWERS FOODS | 182.35 | 476552 | |
| CENTERPOINT ENERGY RESOURCES CORP | 350.97 | 476557 | |
| FUNCTION 4 LLC | 31.00 | 476619 | |
| BIG THICKET PLUMBING INC | 150.00 | 476625 | 7,766.39* |
| CONSTABLE PCT 1 | | | |
| VERIZON WIRELESS | 227.94 | 476527 | |

| PGM: GMCOMMV2 | DATE 10-27-2020 | | PAGE: 6 |
|-------------------------------------|--------------------|-----------|--------------|
| NAME | AMOUNT | CHECK NO. | TOTAL 176 |
| UNITED STATES POSTAL SERVICE | 83.55 | 476530 | |
| FUNCTION 4 LLC | 31.00 | 476619 | |
| CONSTABLE-PCT 2 | | | 342.49* |
| VERIZON WIRELESS | 113.97 | 476527 | |
| CONSTABLE-PCT 4 | | | 113.97* |
| VERIZON WIRELESS | 113.97 | 476527 | |
| FUNCTION 4 LLC | 31.00 | 476619 | |
| CONSTABLE-PCT 6 | | | 144.97* |
| VERIZON WIRELESS | 113.97 | 476527 | |
| UNITED STATES POSTAL SERVICE | 2.93 | 476530 | |
| FUNCTION 4 LLC | 31.00 | 476619 | |
| CONSTABLE PCT. 7 | | | 147.90* |
| AT&T | 35.43 | 476500 | |
| DEPARTMENT OF INFORMATION RESOURCES | .10 | 476518 | |
| VERIZON WIRELESS | 113.97 | 476527 | |
| JIM'S FIREARMS & SHOOTERS SUPPLIES | 132.50 | 476631 | |
| CONSTABLE PCT. 8 | | | 282.00* |
| GT DISTRIBUTORS, INC. | 422.85 | 476470 | |
| OFFICE DEPOT | 199.66 | 476489 | |
| VERIZON WIRELESS | 113.97 | 476527 | |
| FUNCTION 4 LLC | 31.00 | 476619 | |
| COUNTY MORGUE | | | 767.48* |
| FORENSIC MEDICAL | 77,900.00 | 476629 | |
| AGRICULTURE EXTENSION SVC | | | 77,900.00* |
| OFFICE DEPOT | 56.66 | 476489 | |
| UNITED STATES POSTAL SERVICE | 140.35 | 476530 | |
| FUNCTION 4 LLC | 31.00 | 476619 | |
| HEALTH AND WELFARE NO. 1 | | | 228.01* |
| BROUSSARD'S MORTUARY | 1,500.00 | 476458 | |
| CLAYBAR FUNERAL HOME, INC. | 4,160.00 | 476462 | |
| OFFICE DEPOT | 599.97 | 476489 | |
| MCKESSON MEDICAL-SURGICAL INC | 535.00 | 476516 | |
| UNITED STATES POSTAL SERVICE | 94.64 | 476530 | |
| RACHEL DRAGULSKI | 243.53 | 476541 | |
| PROCTOR'S MORTUARY INC | 1,500.00 | 476573 | |
| FUNCTION 4 LLC | 62.00 | 476619 | |
| HEALTH AND WELFARE NO. 2 | | | 8,695.14* |
| UNITED STATES POSTAL SERVICE | 14.25 | 476530 | |
| FUNCTION 4 LLC | 62.00 | 476619 | |
| NURSE PRACTITIONER | | | 76.25* |
| GEORGE V. ZUZUKIN, M.D. | 1,000.00 | 476450 | |
| MCKESSON MEDICAL-SURGICAL INC | 3,551.90 | 476516 | |
| SIERRA SPRING WATER CO. - BT | 24.28 | 476533 | |
| FUNCTION 4 LLC | 31.00 | 476619 | |
| ENVIRONMENTAL CONTROL | | | 4,607.18* |
| FUNCTION 4 LLC | 31.00 | 476619 | |
| INDIGENT MEDICAL SERVICES | | | 31.00* |
| VERIZON WIRELESS | 49.59 | 476527 | |
| CARDINAL HEALTH 110 INC | 18,515.87 | 476593 | |
| MAINTENANCE-BEAUMONT | | | 18,565.46* |

| PGM: GMCOMMV2 | DATE 10-27-2020 | PAGE: 7 |
|-------------------------------------|--------------------|-----------------|
| NAME | AMOUNT | CHECK NO. TOTAL |
| JOHNSTONE SUPPLY | 186.66 | 476449 |
| CONSOLIDATED ELECTRICAL DIST INC. | 135.00 | 476464 |
| HYDRO-CLEAN SERVICES, INC. | 435.00 | 476473 |
| M&D SUPPLY | 117.76 | 476483 |
| ACE IMAGEWEAR | 310.14 | 476497 |
| AT&T | 4,658.06 | 476500 |
| DEPARTMENT OF INFORMATION RESOURCES | 798.34 | 476518 |
| OTIS ELEVATOR COMPANY | 2,808.46 | 476550 |
| FUNCTION 4 LLC | 31.00 | 476619 |
| VECTOR SECURITY | 429.24 | 476621 |
| REXEL USA INC | 249.64 | 476624 |
| MAINTENANCE-PORT ARTHUR | | 10,159.30* |
| ENTERGY | 673.94 | 476471 |
| TIME WARNER COMMUNICATIONS | 436.77 | 476505 |
| DEPARTMENT OF INFORMATION RESOURCES | .27 | 476518 |
| FUNCTION 4 LLC | 93.00 | 476619 |
| MAINTENANCE-MID COUNTY | | 1,203.98* |
| ACE IMAGEWEAR | 35.77 | 476497 |
| CENTERPOINT ENERGY RESOURCES CORP | 79.14 | 476557 |
| FUNCTION 4 LLC | 31.00 | 476619 |
| SERVICE CENTER | | 145.91* |
| SPIDLE & SPIDLE | 11,895.34 | 476448 |
| CHUCK'S WRECKER SERVICE | 95.00 | 476460 |
| J.K. CHEVROLET CO. | 304.57 | 476474 |
| KINSEL FORD, INC. | 2,417.59 | 476477 |
| M&D SUPPLY | 2.54 | 476483 |
| PHILPOTT MOTORS, INC. | 153.50 | 476491 |
| RITTER @ HOME | 52.77 | 476495 |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 476521 |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 476522 |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 476523 |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 476524 |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 476525 |
| BUMPER TO BUMPER | 125.24 | 476556 |
| MIGHTY OF SOUTHEAST TEXAS | 120.82 | 476579 |
| FUNCTION 4 LLC | 31.00 | 476619 |
| O'REILLY AUTO PARTS | 69.99 | 476627 |
| VETERANS SERVICE | | 15,305.86* |
| FUNCTION 4 LLC | 62.00 | 476619 |
| | | 62.00* |
| | | 363,520.68** |
| MOSQUITO CONTROL FUND | | |
| JACK BROOKS REGIONAL AIRPORT | 552.85 | 476475 |
| MUNRO'S | 94.54 | 476487 |
| CENTERPOINT ENERGY RESOURCES CORP | 37.08 | 476557 |
| MIDTEX OIL LP | 389.52 | 476565 |
| TEXAS A&M AGRILIFE EXTENSION SERVIC | 100.00 | 476611 |
| FUNCTION 4 LLC | 31.00 | 476619 |
| CY-FAIR TIRE | 24.50 | 476633 |
| FEMA EMERGENCY | | 1,229.49** |
| AT&T | 132.96 | 476453 |
| SE TEX CONSTRUCTION CORPORATION | 21,167.79 | 476563 |
| JORDYN ROBERTS | 210.00 | 476641 |
| TAMMY LYN SAIN | 157.50 | 476642 |
| FAMILY GROUP CONFERENCING | | 21,668.25** |
| FUNCTION 4 LLC | 31.00 | 476619 |
| J.C. FAMILY TREATMENT | | 31.00** |
| PATRICIA VELASCO | 40.00 | 476606 |

| PGM: GMCOMMV2 | DATE 10-27-2020 | PAGE: 8 |
|-------------------------------------|--------------------|---------------------|
| NAME | AMOUNT | CHECK NO. TOTAL |
| MARY BEVIL | 1,334.00 | 476643 1,374.00** |
| LAW LIBRARY FUND | | |
| FUNCTION 4 LLC | 31.00 | 476619 31.00** |
| EMPG GRANT | | |
| FUNCTION 4 LLC | 31.00 | 476619 31.00** |
| JUVENILE PROB & DET. FUND | | |
| REGION V EDUCATION SERVICE CENTER | 2,500.00 | 476493 |
| VERIZON WIRELESS | 70.42 | 476527 2,570.42** |
| COMMUNITY SUPERVISION FND | | |
| DEPARTMENT OF INFORMATION RESOURCES | .68 | 476518 |
| VERIZON WIRELESS | 43.25 | 476527 |
| UNITED STATES POSTAL SERVICE | 69.14 | 476530 |
| REDWOOD TOXICOLOGY LABORATORY | 125.35 | 476564 |
| LOCAL GOVERNMENT SOLUTIONS LP | 6,965.00 | 476568 |
| JCCSC | 125.00 | 476576 7,328.42** |
| JEFF. CO. WOMEN'S CENTER | | |
| AIR COMFORT, INC. | 617.09 | 476447 |
| ENTERGY | 1,707.95 | 476471 |
| M&D SUPPLY | 78.59 | 476483 |
| KIM MCKINNEY, LPC, LMFT | 300.00 | 476484 |
| OFFICE DEPOT | 57.73 | 476489 |
| AT&T | 150.22 | 476500 |
| SYSCO FOOD SERVICES, INC. | 787.77 | 476501 |
| TIME WARNER COMMUNICATIONS | 44.45 | 476502 |
| BURT WALKER PARTNERS, LTD | 4,500.00 | 476509 |
| PETTY CASH - RESTITUTION I | 8.25 | 476511 |
| DEPARTMENT OF INFORMATION RESOURCES | .02 | 476518 |
| TEXAS FIRE & COMMUNICATIONS | 95.00 | 476519 |
| VERIZON WIRELESS | 16.21 | 476527 |
| BEN E KEITH FOODS | 1,337.99 | 476553 |
| SAM'S CLUB DIRECT | 173.28 | 476585 |
| MATERA PAPER COMPANY INC | 226.55 | 476591 |
| WASTEWATER TRANSPORT SERVICES LLC | 248.00 | 476597 |
| FUNCTION 4 LLC | 62.00 | 476619 10,411.10** |
| COMMUNITY CORRECTIONS PRG | | |
| M&D SUPPLY | 101.56 | 476483 |
| FUNCTION 4 LLC | 31.00 | 476619 132.56** |
| DRUG DIVERSION PROGRAM | | |
| FUNCTION 4 LLC | 31.00 | 476619 31.00** |
| LAW OFFICER TRAINING GRT | | |
| TYLER TECHNOLOGIES INC | 150,000.00 | 476636 150,000.00** |
| COUNTY CLERK - RECORD MGT | | |
| TYLER TECHNOLOGIES INC | 221,934.68 | 476636 221,934.68** |
| COUNTY RECORDS MANAGEMENT | | |
| UNITED STATES POSTAL SERVICE | 80.10 | 476530 80.10** |
| J.P. COURTROOM TECH. FUND | | |
| CDW COMPUTER CENTERS, INC. | 54.89 | 476515 |
| VERIZON WIRELESS | 227.98 | 476527 282.87** |
| HOTEL OCCUPANCY TAX FUND | | |

| PGM: GMCOMMV2 | DATE 10-27-2020 | PAGE: 9 |
|-------------------------------------|--------------------|-----------------|
| NAME | AMOUNT | CHECK NO. TOTAL |
| ENTERGY | 2,252.02 | 476471 |
| LAMAR UNIVERSITY - ATHLETIC DEVELOP | 3,000.00 | 476479 |
| MUNRO'S | 148.06 | 476487 |
| TRI-CITY COFFEE SERVICE | 184.50 | 476507 |
| DEPARTMENT OF INFORMATION RESOURCES | 3.37 | 476518 |
| UNITED STATES POSTAL SERVICE | 8.70 | 476530 |
| ART MUSEUM OF SOUTHEAST TEXAS | 4,778.00 | 476535 |
| SOUTHEAST TEXAS BASEBALL/ACADEMY | 14,835.00 | 476539 |
| PORT NECHES CHAMBER OF COMMERCE | 16,423.00 | 476545 |
| SOUTHEAST TEXAS ARTS COUNCIL | 4,000.00 | 476546 |
| TOP DOG SOFTBALL CLUB | 500.00 | 476570 |
| TEXAS STYLE COOL AUTUMN NITES | 2,880.00 | 476572 |
| PORT ARTHUR CONVENTION & TOURIST | 10,908.00 | 476580 |
| THE STREETZ DANCE CONVENTION AND CO | 2,500.00 | 476608 |
| SOUTHERN BLACK SOFTBALL ASSOC | 7,500.00 | 476613 |
| SOUTHERN BLACK SOFTBALL ASSOC | 7,500.00 | 476614 |
| FUNCTION 4 LLC | 31.00 | 476619 |
| COTTON CARGO | 2,480.00 | 476634 |
| STARS OVER TX | 500.00 | 476645 |
| STARS OVER TX | 500.00 | 476646 |
| STARS OVER TX | 500.00 | 476647 |
| STARS OVER TX | 500.00 | 476648 |
| STARS OVER TX | 500.00 | 476649 |
| | | 82,431.65** |
| DISTRICT CLK RECORDS MGMT | | |
| FUNCTION 4 LLC | 62.00 | 476619 |
| | | 62.00** |
| COUNTY CLERK HAVA FUND | | |
| SOUTHWEST TENTS INC | 1,840.00 | 476651 |
| | | 1,840.00** |
| CAPITAL PROJECTS FUND | | |
| SE TEX CONSTRUCTION CORPORATION | 144,713.31 | 476563 |
| WILLIAM EDWARD KESTLER | 400.00 | 476598 |
| | | 145,113.31** |
| AIRPORT FUND | | |
| SPIDLE & SPIDLE | 597.17 | 476448 |
| AMERICAN ASSN. OF AIRPORT EXECUTIVE | 275.00 | 476451 |
| FJORD AVIATION FUELING | 606.38 | 476452 |
| BEAUMONT TRACTOR COMPANY | 270.00 | 476456 |
| LOUIS' YAZOO SALES & SERVICE, LLC | 610.85 | 476481 |
| MUNRO'S | 387.71 | 476487 |
| S.E. TEXAS BUILDING SERVICE | 4,246.66 | 476498 |
| TIME WARNER COMMUNICATIONS | 105.54 | 476506 |
| E. SULLIVAN ADVERTISING & DESIGN | 14,170.00 | 476520 |
| VERIZON WIRELESS | 37.99 | 476527 |
| CENTERPOINT ENERGY RESOURCES CORP | 98.88 | 476557 |
| SOUTHEAST TEXAS PARTS AND EQUIPMENT | 275.90 | 476596 |
| FUNCTION 4 LLC | 62.00 | 476619 |
| TITAN AVIATION FUELS | 69,162.07 | 476628 |
| | | 90,906.15** |
| SE TX EMP. BENEFIT POOL | | |
| GROUP ADMINISTRATIVE CONCEPTS INC | 145,233.89 | 476574 |
| EXPRESS SCRIPTS INC | 109,705.64 | 476623 |
| UNITED HEALTHCARE SERVICES INC | 111,184.89 | 476638 |
| | | 366,124.42** |
| SETEC FUND | | |
| CURTIS 1000, INC. | 219.12 | 476465 |
| | | 219.12** |
| LIABILITY CLAIMS ACCOUNT | | |
| TRISTAR RISK MANAGEMENT | 5,870.31 | 476559 |
| | | 5,870.31** |
| WORKER'S COMPENSATION FD | | |
| TRISTAR RISK MANAGEMENT | 20,380.49 | 476558 |
| | | 20,380.49** |
| SHERIFF'S FORFEITURE FUND | | |

| PGM: GMCOMMV2 | DATE 10-27-2020 | AMOUNT | CHECK NO. | PAGE: 10 180 TOTAL |
|-------------------------------------|--------------------|-----------|-----------|--------------------------|
| SE TEX CONSTRUCTION CORPORATION | | 10,661.71 | 476563 | |
| VIGILANT SOLUTIONS LLC | | 6,500.00 | 476615 | |
| | | | | 17,161.71** |
| DA SPECIAL CRIMES GRANT | | | | |
| CDW COMPUTER CENTERS, INC. | | 4,220.01 | 476515 | |
| CNTY & DIST COURT TECH FD | | | | 4,220.01** |
| VERIZON WIRELESS | | 265.95 | 476527 | |
| MARINE DIVISION | | | | 265.95** |
| GT DISTRIBUTORS, INC. | | 2,375.10 | 476470 | |
| ENTERGY | | 607.83 | 476471 | |
| OFFICE DEPOT | | 675.74 | 476489 | |
| OTIS ELEVATOR COMPANY | | 2,941.20 | 476550 | |
| THE DINGO GROUP-PETE JORGENSEN MARI | | 729.29 | 476567 | |
| COTTON CARGO | | 640.00 | 476634 | |
| LUNMAR BOAT LIFTS | | 13,555.92 | 476637 | |
| | | | | 21,525.08** |
| | | | | 1,567,633.93*** |



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 27th day of October, 2020, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Michael 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 27th day of October, 2020.

A handwritten signature in blue ink, appearing to read "Jeff Branick", is written over a horizontal line.

JUDGE JEFF R. BRANICK
County Judge

A handwritten signature in blue ink, appearing to read "Eddie Arnold", is written over a horizontal line.

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

A handwritten signature in blue ink, appearing to read "Michael S. Sinegal", is written over a horizontal line.

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

A handwritten signature in blue ink, appearing to read "Brent A. Weaver", is written over a horizontal line.

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

A handwritten signature in blue ink, appearing to read "Everett D. Alfred", is written over a horizontal line.

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4





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 27th day of October, 2020, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

RESOLUTION TO EXTEND DISASTER DECLARATION FOR HURRICANE LAURA

WHEREAS, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

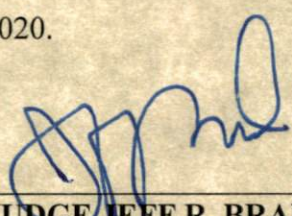
WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on August 23, 2020; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

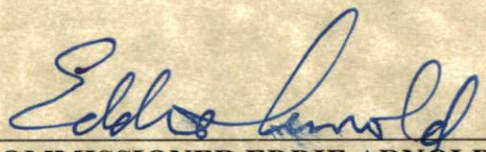
WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created by Hurricane Laura and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

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 August 23, 2020.

SIGNED this 27th day of October, 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



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 27th day of October, 2020, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

RESOLUTION TO RENEW AND EXTEND THE DISASTER DECLARATION FOR HURRICANE DELTA

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 October 8, 2020; and

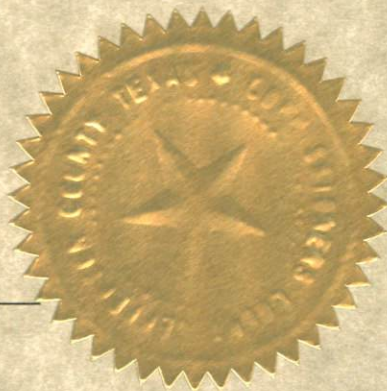
WHEREAS, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created by Hurricane Delta 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 October 8, 2020.

SIGNED this 27th day of October, 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

**COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS**
County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2020 - 12/31/2020

Hon. Brent Weaver
Commissioner
Jefferson County
7759 Viterbo Rd Ste 1
Beaumont, TX 77705-9297
Phone: (409) 727-2173
Fax: (409) 722-1916

ID:
230920
Term:
1/1/2011 - 12/31/2022

| Date | Description | Earned Hours |
|----------------------------------|--------------------------------|--------------|
| 1/1/2020 | Excess hours carried from 2019 | 8.00 |
| 8/28/2020 | 2020 Legislative Conference | 8.50 |
| Total Hours Earned: 16.50 | | |

**You have met your 2020 Commissioner Statutory Continuing Education requirement.
You will carry forward 0.50 hours to the next reporting period.**

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Print Date: 10/20/2020

If this report does not agree with your records, please call
Administrative Assistant at (512) 482-0701 or (800) 733-
0699 or cjca@allison-bass.com

**CONDITIONAL DEED OF GIFT
COMBAT MATERIEL FOR STATIC DISPLAY**


THIS AGREEMENT made as of October 7, 2020 between the UNITED STATES OF AMERICA (hereinafter called "the Government" or the "Donor") represented by the US Army TACOM Life Cycle Management Command, Warren, Michigan and Jefferson County (hereinafter called "the Donee") operating under the laws of the State of Texas and located in the City/Township/Village of Beaumont.

WITNESSETH:

1. The Secretary of the Army is authorized by Title 10 USC §2572 to transfer by loan or gift, without expense to the United States, under terms prescribed by the Secretary, and to regulations under Section 121 of Title 40 books, manuscripts, works of art, historical artifacts, drawings, plans, models and condemned or obsolete combat materiel, as authorized herein to any eligible organization.
2. The Donee has complied with the provisions outlined on the applicable qualification checklist and is hereby deemed eligible and authorized to receive military property for static display purposes.
3. The US Army agrees to release a M101A1 Towed Howitzer,
105mm, Light, serial number 6698, and to notify the Donee of the availability date sufficiently in advance thereof to enable the Donee to make arrangements for acceptance. The Donee agrees that the item shall be removed from government property within 60 days of availability date.
4. The Donee agrees that they shall bear all costs associated with the demilitarization requirements pursuant to DoD Regulation 4160.21-M-1 and special limited demilitarization instructions for display items. The demilitarization process will be completed and certified by a qualified DoD representative prior to transfer of the item.
5. The Donee agrees to accept the property on an "as is, where is" basis and be responsible for all arrangements and costs involved in its movement. The donee shall, at no cost to the Donor, arrange and pay for disassembly, packing, crating, transportation, and other actions as necessary for the movement of the donated property to the Donee's display location. The Donee agrees to provide the Donor with a copy of all shipping documentation. The shipping document along with any Donor-approved changes, becomes a permanent part of this Deed.
6. The Donee agrees that this item shall be for display purposes only, shall remain in its demilitarized state and cannot be restored to an operable condition. Any other use of this item or restoration to an operable condition will void this deed, the donee will be disqualified from program participation and the item will revert to the US Army. The Donee shall bear all expenses of the return and repossession to include any and all storage costs, legal fees and costs incurred to execute the repossession.
7. The Donee agrees not to use the donated property, its parts or components as security for any loan, nor sell, lease, rent, exchange the property for monetary gain or otherwise, under any circumstances. The Donee further agrees that the donated property shall not be transferred, removed from the display site, relocated to an alternate display site, or otherwise disposed of without the prior written approval of the donor. If disposition by any method (including re-donation) without consent of the Donor is attempted, this Deed shall be voided and the Army may require return of the property by the Donee or may repossess the property from whomever may have possession thereof and the Donee shall bear all expenses of return and repossession as well as all necessary legal fees and storage costs.

8. The Donee shall display the donated property in a careful and prudent manner, and shall maintain it and make such repairs to it as are necessary to keep it in a clean and safe condition so that its appearance will not discredit the Donor. The Donee agrees to use the donated property for display purposes only and to protect the donated property from vandalism. The Donee further agrees to place the donated property on display at Golden Triangle Memorial Park 8200 Highway 87, Port Arthur, Texas 77651, within ninety (90) days following physical acceptance of the property and to provide the Donor with an 8" x 10" color photograph, depicting how the donated property is displayed.

9. The Donee agrees to furnish the Donor a notarized statement with a current photograph on the anniversary date of receipt each year after taking possession of the property certifying that the equipment is still in the possession of the Donee and is being displayed in the same manner and condition as indicated by the original photograph. If the property has been moved or the display modified in any way, the Donee shall provide an updated photograph and details regarding changes within 90 days of occurrence.

10. ~~The Donee shall indemnify, hold harmless, and defend the Donor from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession of the donated property.~~ 

11. The Donee agrees to allow authorized representatives of the Government, to include contractor personnel under a valid government contract, access to the Donee's records and facilities and to photograph same during periodic inspections to assure accuracy of information provided to the Donor and insure compliance with the terms of this Conditional Deed of Gift. Donee further agrees to correct any negligent condition within 45 days of receipt of written notification from the Donor.

12. Upon the failure of the Donee to observe any of the conditions set forth in this Conditional Deed of Gift and attachments thereto, title to the donated property shall revert to and vest in the Donor. Repossession of all or any part of the donated property by the Donor shall be at no cost or expense to the Donor, and the Donee shall bear all expenses, including legal and other costs, incurred by the Donor to obtain the return and repossession as well as any storage costs.

13. If at any time ownership of the display site changes, Donee organization disbands, Donee tax exempt status is revoked, Donee no longer wishes to keep the donated property or donated property is no longer used for display purposes, written notice shall be given to the Donor and title to the property shall revert to and become vested in the Donor who shall be entitled to immediate repossession of the donated property if it so elects. The Donor will exercise its option after receipt of written notice from the Donee and will:

a. Advise the Donee that the Donor has another requirement for the donated item and will make appropriate disposition arrangements for the repositioning.

b. Advise the Donee that the Donor desires to take possession of the donated property and will arrange for appropriate disposition at the present location.

c. Advise the donee that the Donor has no further requirements for the donated items and the Donee, at their expense, is required, based on their preference, to dispose of the donated item by one of the following methods:

(1) Full Demilitarization/destroy the property to the extent required by current DoD policy set forth by detailed guidance to be provided by the Donor. The Donee will be required to certify in writing to the Donor that all requirements have been met and will provide the Donor with photographs of the property after the full demilitarization and/or destruction has occurred.

(2) Transport the donated property to the nearest Defense Reutilization and Marketing Office (DRMO). The Donee will be responsible for any disassembly necessary, and all arrangements to accomplish the movement. A receipt from the military installation will be required from the Donee to be provided to the Donor for record purposes.

Subject to the conditions set forth herein, title to the property shall vest in the Donee upon receipt of written acceptance hereof from the donee.

ACCEPTANCE

The Donee, through its authorized representative, hereby accepts conditional title to and delivery of the donated property, subject to the conditions contained in this Conditional Deed of Gift set forth above.

Executed on behalf of the Donee:

JEFFER. BRANICK
Name (Printed or Typed)
COUNTY JUDGE
Title
[Signature]
Signature

Notary Public Endorsement

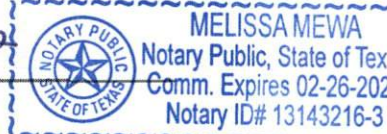
COUNTY OF JEFFERSON STATE OF TEXAS

I, the undersigned, certify that I am a duly commissioned, qualified, and authorized notary public. Before me personally and within the territorial limits of my warrant of authority, appeared the above named Donee, who is known by me to be the person who is described herein, whose name is subscribed to, and who signed this Conditional Deed, and who, having been duly sworn, acknowledged that this instrument was executed after its contents were read and duly explained, and that such execution was a free and voluntary act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on this 27th day of October, 2020.

Melissa Mewa
Notary Public

My Commission expires: 2/26/22



EXECUTED

On behalf of the Donor this _____ day of _____, _____ at the US Army TACOM Life Cycle Management Command.

UNITED STATES OF AMERICA

By: _____
AUDREY J. CLARKE
Chief, Army Donations Program

ANNUAL CERTIFICATION OF ARMY MATERIEL STATUS

SECTION I – ORGANIZATION INFORMATION

| | | |
|--|-----------------------------|------------------------|
| 1. Organization Name: <u>JEFFERSON COUNTY</u> | 2. City: <u>BEAUMONT</u> | 3. State: <u>TX</u> |
|--|-----------------------------|------------------------|

SECTION II – EQUIPMENT INFORMATION

In accordance with the Conditional Deed of Gift for:

| | |
|---------------------------------|----------------|
| 1. <u>M101A1 TOWED HOWITZER</u> | 2. <u>6698</u> |
| Equipment Type | Serial Number |

Under the terms of Public Law 10 USC §2572, I certify that the aforementioned equipment:

(Check Only One)

☒ is still required, displayed and maintained in a clean and safe condition, so its appearance reflects favorably on the military.

☐ is in poor condition. Restoration to upgrade the appearance of the item will begin _____ and is expected to be completed _____.

☐ no longer required. Please send disposition instructions.

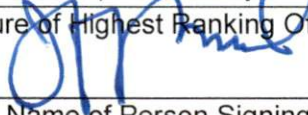
A CURRENT COLOR PICTURE is required. Include and submit no later than agreed upon annual date.

SECTION III – REMARKS

Remarks: _____

SECTION IV – ACKNOWLEDGEMENT

I hereby certify that to the best of my knowledge and belief that all statements above are true, correct, complete and made in good faith. I understand and acknowledge that concealing material fact and/or making a false statement is a violation of Title 18 USC §1001 and may result in the cancellation of the Conditional Deed for any US Army property on loan to my organization and is punishable by fine or imprisonment.

| | |
|--|--|
| 1. Signature of Highest Ranking Official:  | 2. Date Signed: <u>10-27-20</u> |
| 3. Printed Name of Person Signing (First, Middle Initial, Last): <u>JEFF R. BRANICK</u> | 4. Title of Signer: <u>COUNTY JUDGE</u> |
| 5. Organization Telephone Number: <u>409-835-8466</u> | 6. Organization Email Address: <u>jackrond@co.jefferson.tx.us</u> |

SECTION V – NOTARY ENDORCEMENT

| | |
|-------------------------------|-----------------------|
| 1. Official Notary Signature: | 2. Notary Seal/Stamp: |
|-------------------------------|-----------------------|

Mail to: US ARMY TACOM, ATTN: AMSTA-LCL-IW, M/S 419D, 6501 East 11 Mile Road, Detroit Arsenal, MI 48397-5000

**CONDITIONAL DEED OF GIFT
COMBAT MATERIEL FOR STATIC DISPLAY**


THIS AGREEMENT made as of October 7, 2020 between the UNITED STATES OF AMERICA (hereinafter called "the Government" or the "Donor") represented by the US Army TACOM Life Cycle Management Command, Warren, Michigan and Jefferson County (hereinafter called "the Donee") operating under the laws of the State of Texas and located in the City/Township/Village of Beaumont.

WITNESSETH:

1. The Secretary of the Army is authorized by Title 10 USC §2572 to transfer by loan or gift, without expense to the United States, under terms prescribed by the Secretary, and to regulations under Section 121 of Title 40 books, manuscripts, works of art, historical artifacts, drawings, plans, models and condemned or obsolete combat materiel, as authorized herein to any eligible organization.
2. The Donee has complied with the provisions outlined on the applicable qualification checklist and is hereby deemed eligible and authorized to receive military property for static display purposes.
3. The US Army agrees to release a M115 Howitzer,
Towed, Heavy, 8", serial number 2883, and to notify the Donee of the availability date sufficiently in advance thereof to enable the Donee to make arrangements for acceptance. The Donee agrees that the item shall be removed from government property within 60 days of availability date.
4. The Donee agrees that they shall bear all costs associated with the demilitarization requirements pursuant to DoD Regulation 4160.21-M-1 and special limited demilitarization instructions for display items. The demilitarization process will be completed and certified by a qualified DoD representative prior to transfer of the item.
5. The Donee agrees to accept the property on an "as is, where is" basis and be responsible for all arrangements and costs involved in its movement. The donee shall, at no cost to the Donor, arrange and pay for disassembly, packing, crating, transportation, and other actions as necessary for the movement of the donated property to the Donee's display location. The Donee agrees to provide the Donor with a copy of all shipping documentation. The shipping document along with any Donor-approved changes, becomes a permanent part of this Deed.
6. The Donee agrees that this item shall be for display purposes only, shall remain in its demilitarized state and cannot be restored to an operable condition. Any other use of this item or restoration to an operable condition will void this deed, the donee will be disqualified from program participation and the item will revert to the US Army. The Donee shall bear all expenses of the return and repossession to include any and all storage costs, legal fees and costs incurred to execute the repossession.
7. The Donee agrees not to use the donated property, its parts or components as security for any loan, nor sell, lease, rent, exchange the property for monetary gain or otherwise, under any circumstances. The Donee further agrees that the donated property shall not be transferred, removed from the display site, relocated to an alternate display site, or otherwise disposed of without the prior written approval of the donor. If disposition by any method (including re-donation) without consent of the Donor is attempted, this Deed shall be voided and the Army may require return of the property by the Donee or may repossess the property from whomever may have possession thereof and the Donee shall bear all expenses of return and repossession as well as all necessary legal fees and storage costs.

8. The Donee shall display the donated property in a careful and prudent manner, and shall maintain it and make such repairs to it as are necessary to keep it in a clean and safe condition so that its appearance will not discredit the Donor. The Donee agrees to use the donated property for display purposes only and to protect the donated property from vandalism. The Donee further agrees to place the donated property on display at Golden Triangle Memorial Park 8200 Highway 87, Port Arthur, Texas 77651, within ninety (90) days following physical acceptance of the property and to provide the Donor with an 8" x 10" color photograph, depicting how the donated property is displayed.

9. The Donee agrees to furnish the Donor a notarized statement with a current photograph on the anniversary date of receipt each year after taking possession of the property certifying that the equipment is still in the possession of the Donee and is being displayed in the same manner and condition as indicated by the original photograph. If the property has been moved or the display modified in any way, the Donee shall provide an updated photograph and details regarding changes within 90 days of occurrence.

10. ~~The Donee shall indemnify, hold harmless, and defend the Donor from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession of the donated property.~~ 

11. The Donee agrees to allow authorized representatives of the Government, to include contractor personnel under a valid government contract, access to the Donee's records and facilities and to photograph same during periodic inspections to assure accuracy of information provided to the Donor and insure compliance with the terms of this Conditional Deed of Gift. Donee further agrees to correct any negligent condition within 45 days of receipt of written notification from the Donor.

12. Upon the failure of the Donee to observe any of the conditions set forth in this Conditional Deed of Gift and attachments thereto, title to the donated property shall revert to and vest in the Donor. Repossession of all or any part of the donated property by the Donor shall be at no cost or expense to the Donor, and the Donee shall bear all expenses, including legal and other costs, incurred by the Donor to obtain the return and repossession as well as any storage costs.

13. If at any time ownership of the display site changes, Donee organization disbands, Donee tax exempt status is revoked, Donee no longer wishes to keep the donated property or donated property is no longer used for display purposes, written notice shall be given to the Donor and title to the property shall revert to and become vested in the Donor who shall be entitled to immediate repossession of the donated property if it so elects. The Donor will exercise its option after receipt of written notice from the Donee and will:

a. Advise the Donee that the Donor has another requirement for the donated item and will make appropriate disposition arrangements for the repositioning.

b. Advise the Donee that the Donor desires to take possession of the donated property and will arrange for appropriate disposition at the present location.

c. Advise the donee that the Donor has no further requirements for the donated items and the Donee, at their expense, is required, based on their preference, to dispose of the donated item by one of the following methods:

(1) Full Demilitarization/destroy the property to the extent required by current DoD policy set forth by detailed guidance to be provided by the Donor. The Donee will be required to certify in writing to the Donor that all requirements have been met and will provide the Donor with photographs of the property after the full demilitarization and/or destruction has occurred.

(2) Transport the donated property to the nearest Defense Reutilization and Marketing Office (DRMO). The Donee will be responsible for any disassembly necessary, and all arrangements to accomplish the movement. A receipt from the military installation will be required from the Donee to be provided to the Donor for record purposes.

Subject to the conditions set forth herein, title to the property shall vest in the Donee upon receipt of written acceptance hereof from the donee.

ACCEPTANCE

The Donee, through its authorized representative, hereby accepts conditional title to and delivery of the donated property, subject to the conditions contained in this Conditional Deed of Gift set forth above.

Executed on behalf of the Donee:

JEFF K. GRANICK
Name (Printed or Typed)
COUNTY JUDGE
Title
[Signature]
Signature

Notary Public Endorsement

COUNTY OF Jefferson STATE OF Texas

I, the undersigned, certify that I am a duly commissioned, qualified, and authorized notary public. Before me personally and within the territorial limits of my warrant of authority, appeared the above named Donee, who is known by me to be the person who is described herein, whose name is subscribed to, and who signed this Conditional Deed, and who, having been duly sworn, acknowledged that this instrument was executed after its contents were read and duly explained, and that such execution was a free and voluntary act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on this 27th day of October, 2020.

Melissa Mewa
Notary Public

My Commission expires: 2/26/22



EXECUTED

On behalf of the Donor this _____ day of _____, _____ at the US Army TACOM Life Cycle Management Command.

UNITED STATES OF AMERICA

By: _____
AUDREY J. CLARKE
Chief, Army Donations Program

ANNUAL CERTIFICATION OF ARMY MATERIEL STATUS

SECTION I – ORGANIZATION INFORMATION

| | | |
|--|-----------------------------|------------------------|
| 1. Organization Name: <u>JEFFERSON COUNTY</u> | 2. City: <u>BEAUMONT</u> | 3. State: <u>TX</u> |
|--|-----------------------------|------------------------|

SECTION II – EQUIPMENT INFORMATION

In accordance with the Conditional Deed of Gift for:

| | |
|-------------------------|----------------|
| 1. <u>M115 HOWITZER</u> | 2. <u>2883</u> |
| Equipment Type | Serial Number |

Under the terms of Public Law 10 USC §2572, I certify that the aforementioned equipment:

(Check Only One)

☒ is still required, displayed and maintained in a clean and safe condition, so its appearance reflects favorably on the military.

☐ is in poor condition. Restoration to upgrade the appearance of the item will begin _____ and is expected to be completed _____.

☐ no longer required. Please send disposition instructions.


A CURRENT COLOR PICTURE is required. Include and submit no later than agreed upon annual date.

SECTION III – REMARKS

Remarks: _____

SECTION IV – ACKNOWLEDGEMENT

I hereby certify that to the best of my knowledge and belief that all statements above are true, correct, complete and made in good faith. I understand and acknowledge that concealing material fact and/or making a false statement is a violation of Title 18 USC §1001 and may result in the cancellation of the Conditional Deed for any US Army property on loan to my organization and is punishable by fine or imprisonment.

| | |
|--|--|
| 1. Signature of Highest Ranking Official:  | 2. Date Signed: <u>10/27/20</u> |
| 3. Printed Name of Person Signing (First, Middle Initial, Last): <u>JEFF R. BRANSICK</u> | 4. Title of Signer: <u>COUNTY JUDGE</u> |
| 5. Organization Telephone Number: <u>409-835-8466</u> | 6. Organization Email Address: <u>tfackron@co.jefferson.tx.us</u> |

SECTION V – NOTARY ENDORSEMENT

| | |
|-------------------------------|-----------------------|
| 1. Official Notary Signature: | 2. Notary Seal/Stamp: |
|-------------------------------|-----------------------|

Mail to: US ARMY TACOM, ATTN: AMSTA-LCL-IW, M/S 419D, 6501 East 11 Mile Road, Detroit Arsenal, MI 48397-5000

ADPO S-1, January 2020

**CONDITIONAL DEED OF GIFT
COMBAT MATERIEL FOR STATIC DISPLAY**


THIS AGREEMENT made as of October 7, 2020 between the UNITED STATES OF AMERICA (hereinafter called "the Government" or the "Donor") represented by the US Army TACOM Life Cycle Management Command, Warren, Michigan and Jefferson County (hereinafter called "the Donee") operating under the laws of the State of Texas and located in the City/Township/Village of Beaumont.

WITNESSETH:

1. The Secretary of the Army is authorized by Title 10 USC §2572 to transfer by loan or gift, without expense to the United States, under terms prescribed by the Secretary, and to regulations under Section 121 of Title 40 books, manuscripts, works of art, historical artifacts, drawings, plans, models and condemned or obsolete combat materiel, as authorized herein to any eligible organization.
2. The Donee has complied with the provisions outlined on the applicable qualification checklist and is hereby deemed eligible and authorized to receive military property for static display purposes.
3. The US Army agrees to release a UH-1 Helicopter,
Utility, Huey, serial number 65-10090, and to notify the Donee of the availability date sufficiently in advance thereof to enable the Donee to make arrangements for acceptance. The Donee agrees that the item shall be removed from government property within 60 days of availability date.
4. The Donee agrees that they shall bear all costs associated with the demilitarization requirements pursuant to DoD Regulation 4160.21-M-1 and special limited demilitarization instructions for display items. The demilitarization process will be completed and certified by a qualified DoD representative prior to transfer of the item.
5. The Donee agrees to accept the property on an "as is, where is" basis and be responsible for all arrangements and costs involved in its movement. The donee shall, at no cost to the Donor, arrange and pay for disassembly, packing, crating, transportation, and other actions as necessary for the movement of the donated property to the Donee's display location. The Donee agrees to provide the Donor with a copy of all shipping documentation. The shipping document along with any Donor-approved changes, becomes a permanent part of this Deed.
6. The Donee agrees that this item shall be for display purposes only, shall remain in its demilitarized state and cannot be restored to an operable condition. Any other use of this item or restoration to an operable condition will void this deed, the donee will be disqualified from program participation and the item will revert to the US Army. The Donee shall bear all expenses of the return and repossession to include any and all storage costs, legal fees and costs incurred to execute the repossession.
7. The Donee agrees not to use the donated property, its parts or components as security for any loan, nor sell, lease, rent, exchange the property for monetary gain or otherwise, under any circumstances. The Donee further agrees that the donated property shall not be transferred, removed from the display site, relocated to an alternate display site, or otherwise disposed of without the prior written approval of the donor. If disposition by any method (including re-donation) without consent of the Donor is attempted, this Deed shall be voided and the Army may require return of the property by the Donee or may repossess the property from whomever may have possession thereof and the Donee shall bear all expenses of return and repossession as well as all necessary legal fees and storage costs.

8. The Donee shall display the donated property in a careful and prudent manner, and shall maintain it and make such repairs to it as are necessary to keep it in a clean and safe condition so that its appearance will not discredit the Donor. The Donee agrees to use the donated property for display purposes only and to protect the donated property from vandalism. The Donee further agrees to place the donated property on display at Golden Triangle Memorial Park 8200 Highway 87, Port Arthur, Texas 77651, within ninety (90) days following physical acceptance of the property and to provide the Donor with an 8" x 10" color photograph, depicting how the donated property is displayed.

9. The Donee agrees to furnish the Donor a notarized statement with a current photograph on the anniversary date of receipt each year after taking possession of the property certifying that the equipment is still in the possession of the Donee and is being displayed in the same manner and condition as indicated by the original photograph. If the property has been moved or the display modified in any way, the Donee shall provide an updated photograph and details regarding changes within 90 days of occurrence.

 10. ~~The Donee shall indemnify, hold harmless, and defend the Donor from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession of the donated property.~~

11. The Donee agrees to allow authorized representatives of the Government, to include contractor personnel under a valid government contract, access to the Donee's records and facilities and to photograph same during periodic inspections to assure accuracy of information provided to the Donor and insure compliance with the terms of this Conditional Deed of Gift. Donee further agrees to correct any negligent condition within 45 days of receipt of written notification from the Donor.

12. Upon the failure of the Donee to observe any of the conditions set forth in this Conditional Deed of Gift and attachments thereto, title to the donated property shall revert to and vest in the Donor. Repossession of all or any part of the donated property by the Donor shall be at no cost or expense to the Donor, and the Donee shall bear all expenses, including legal and other costs, incurred by the Donor to obtain the return and repossession as well as any storage costs.

13. If at any time ownership of the display site changes, Donee organization disbands, Donee tax exempt status is revoked, Donee no longer wishes to keep the donated property or donated property is no longer used for display purposes, written notice shall be given to the Donor and title to the property shall revert to and become vested in the Donor who shall be entitled to immediate repossession of the donated property if it so elects. The Donor will exercise its option after receipt of written notice from the Donee and will:

a. Advise the Donee that the Donor has another requirement for the donated item and will make appropriate disposition arrangements for the repositioning.

b. Advise the Donee that the Donor desires to take possession of the donated property and will arrange for appropriate disposition at the present location.

c. Advise the donee that the Donor has no further requirements for the donated items and the Donee, at their expense, is required, based on their preference, to dispose of the donated item by one of the following methods:

(1) Full Demilitarization/destroy the property to the extent required by current DoD policy set forth by detailed guidance to be provided by the Donor. The Donee will be required to certify in writing to the Donor that all requirements have been met and will provide the Donor with photographs of the property after the full demilitarization and/or destruction has occurred.

(2) Transport the donated property to the nearest Defense Reutilization and Marketing Office (DRMO). The Donee will be responsible for any disassembly necessary, and all arrangements to accomplish the movement. A receipt from the military installation will be required from the Donee to be provided to the Donor for record purposes.

Subject to the conditions set forth herein, title to the property shall vest in the Donee upon receipt of written acceptance hereof from the donee.

ACCEPTANCE

The Donee, through its authorized representative, hereby accepts conditional title to and delivery of the donated property, subject to the conditions contained in this Conditional Deed of Gift set forth above.

Executed on behalf of the Donee:

JEFF R. BRANICK

Name (Printed or Typed)

COUNTY JUDGE

Title

Signature

Notary Public Endorsement

COUNTY OF Jefferson STATE OF Texas

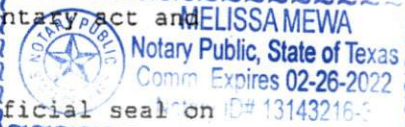
I, the undersigned, certify that I am a duly commissioned, qualified, and authorized notary public. Before me personally and within the territorial limits of my warrant of authority, appeared the above named Donee, who is known by me to be the person who is described herein, whose name is subscribed to, and who signed this Conditional Deed, and who, having been duly sworn, acknowledged that this instrument was executed after its contents were read and duly explained, and that such execution was a free and voluntary act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on this 27th day of October, 2020.

Melissa Mewa

Notary Public

My Commission expires: 2/26/22



EXECUTED

On behalf of the Donor this _____ day of _____, _____ at the US Army TACOM Life Cycle Management Command.

UNITED STATES OF AMERICA

By: _____

AUDREY J. CLARKE

Chief, Army Donations Program

ANNUAL CERTIFICATION OF ARMY MATERIEL STATUS

SECTION I – ORGANIZATION INFORMATION

| | | |
|--|-----------------------------|------------------------|
| 1. Organization Name: <u>JEFFERSON COUNTY</u> | 2. City: <u>BEAUMONT</u> | 3. State: <u>TX</u> |
|--|-----------------------------|------------------------|

SECTION II – EQUIPMENT INFORMATION

In accordance with the Conditional Deed of Gift for:

| | |
|---------------------------|--------------------|
| 1. <u>UH-1 HELICOPTER</u> | 2. <u>65-10096</u> |
| Equipment Type | Serial Number |

Under the terms of Public Law 10 USC §2572, I certify that the aforementioned equipment:

(Check Only One)

☒ is still required, displayed and maintained in a clean and safe condition, so its appearance reflects favorably on the military.

☐ is in poor condition. Restoration to upgrade the appearance of the item will begin _____ and is expected to be completed _____.

☐ no longer required. Please send disposition instructions.

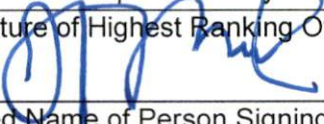
A CURRENT COLOR PICTURE is required. Include and submit no later than agreed upon annual date.

SECTION III – REMARKS

Remarks: _____

SECTION IV – ACKNOWLEDGEMENT

I hereby certify that to the best of my knowledge and belief that all statements above are true, correct, complete and made in good faith. I understand and acknowledge that concealing material fact and/or making a false statement is a violation of Title 18 USC §1001 and may result in the cancellation of the Conditional Deed for any US Army property on loan to my organization and is punishable by fine or imprisonment.

| | |
|--|--|
| 1. Signature of Highest Ranking Official:  | 2. Date Signed: <u>10-27-20</u> |
| 3. Printed Name of Person Signing (First, Middle Initial, Last): <u>JEFF R. BRANICK</u> | 4. Title of Signer: <u>COUNTY JUDGE</u> |
| 5. Organization Telephone Number: <u>409-835-8466</u> | 6. Organization Email Address: <u>brackson@co.jefferson.tx.us</u> |

SECTION V – NOTARY ENDORSEMENT

| | |
|-------------------------------|-----------------------|
| 1. Official Notary Signature: | 2. Notary Seal/Stamp: |
|-------------------------------|-----------------------|

Mail to: US ARMY TACOM, ATTN: AMSTA-LCL-IW, M/S 419D, 6501 East 11 Mile Road, Detroit Arsenal, MI 48397-5000

ADPO S-1, January 2020

**CONDITIONAL DEED OF GIFT
COMBAT MATERIEL FOR STATIC DISPLAY**


THIS AGREEMENT made as of October 7, 2020 between the UNITED STATES OF AMERICA (hereinafter called "the Government" or the "Donor") represented by the US Army TACOM Life Cycle Management Command, Warren, Michigan and Jefferson County (hereinafter called "the Donee") operating under the laws of the State of Texas and located in the City/Township/Village of Beaumont.

WITNESSETH:

1. The Secretary of the Army is authorized by Title 10 USC §2572 to transfer by loan or gift, without expense to the United States, under terms prescribed by the Secretary, and to regulations under Section 121 of Title 40 books, manuscripts, works of art, historical artifacts, drawings, plans, models and condemned or obsolete combat materiel, as authorized herein to any eligible organization.
2. The Donee has complied with the provisions outlined on the applicable qualification checklist and is hereby deemed eligible and authorized to receive military property for static display purposes.
3. The US Army agrees to release a M60A3 Tank,
Full Tracked, 105mm, serial number 2092A, and to notify the Donee of the availability date sufficiently in advance thereof to enable the Donee to make arrangements for acceptance. The Donee agrees that the item shall be removed from government property within 60 days of availability date.
4. The Donee agrees that they shall bear all costs associated with the demilitarization requirements pursuant to DoD Regulation 4160.21-M-1 and special limited demilitarization instructions for display items. The demilitarization process will be completed and certified by a qualified DoD representative prior to transfer of the item.
5. The Donee agrees to accept the property on an "as is, where is" basis and be responsible for all arrangements and costs involved in its movement. The donee shall, at no cost to the Donor, arrange and pay for disassembly, packing, crating, transportation, and other actions as necessary for the movement of the donated property to the Donee's display location. The Donee agrees to provide the Donor with a copy of all shipping documentation. The shipping document along with any Donor-approved changes, becomes a permanent part of this Deed.
6. The Donee agrees that this item shall be for display purposes only, shall remain in its demilitarized state and cannot be restored to an operable condition. Any other use of this item or restoration to an operable condition will void this deed, the donee will be disqualified from program participation and the item will revert to the US Army. The Donee shall bear all expenses of the return and repossession to include any and all storage costs, legal fees and costs incurred to execute the repossession.
7. The Donee agrees not to use the donated property, its parts or components as security for any loan, nor sell, lease, rent, exchange the property for monetary gain or otherwise, under any circumstances. The Donee further agrees that the donated property shall not be transferred, removed from the display site, relocated to an alternate display site, or otherwise disposed of without the prior written approval of the donor. If disposition by any method (including re-donation) without consent of the Donor is attempted, this Deed shall be voided and the Army may require return of the property by the Donee or may repossess the property from whomever may have possession thereof and the Donee shall bear all expenses of return and repossession as well as all necessary legal fees and storage costs.

8. The Donee shall display the donated property in a careful and prudent manner, and shall maintain it and make such repairs to it as are necessary to keep it in a clean and safe condition so that its appearance will not discredit the Donor. The Donee agrees to use the donated property for display purposes only and to protect the donated property from vandalism. The Donee further agrees to place the donated property on display at Golden Triangle Memorial Park 8200 Highway 87, Port Arthur, Texas 77651, within ninety (90) days following physical acceptance of the property and to provide the Donor with an 8" x 10" color photograph, depicting how the donated property is displayed.

9. The Donee agrees to furnish the Donor a notarized statement with a current photograph on the anniversary date of receipt each year after taking possession of the property certifying that the equipment is still in the possession of the Donee and is being displayed in the same manner and condition as indicated by the original photograph. If the property has been moved or the display modified in any way, the Donee shall provide an updated photograph and details regarding changes within 90 days of occurrence.

 10. ~~The Donee shall indemnify, hold harmless, and defend the Donor from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession of the donated property.~~

11. The Donee agrees to allow authorized representatives of the Government, to include contractor personnel under a valid government contract, access to the Donee's records and facilities and to photograph same during periodic inspections to assure accuracy of information provided to the Donor and insure compliance with the terms of this Conditional Deed of Gift. Donee further agrees to correct any negligent condition within 45 days of receipt of written notification from the Donor.

12. Upon the failure of the Donee to observe any of the conditions set forth in this Conditional Deed of Gift and attachments thereto, title to the donated property shall revert to and vest in the Donor. Repossession of all or any part of the donated property by the Donor shall be at no cost or expense to the Donor, and the Donee shall bear all expenses, including legal and other costs, incurred by the Donor to obtain the return and repossession as well as any storage costs.

13. If at any time ownership of the display site changes, Donee organization disbands, Donee tax exempt status is revoked, Donee no longer wishes to keep the donated property or donated property is no longer used for display purposes, written notice shall be given to the Donor and title to the property shall revert to and become vested in the Donor who shall be entitled to immediate repossession of the donated property if it so elects. The Donor will exercise its option after receipt of written notice from the Donee and will:

a. Advise the Donee that the Donor has another requirement for the donated item and will make appropriate disposition arrangements for the repositioning.

b. Advise the Donee that the Donor desires to take possession of the donated property and will arrange for appropriate disposition at the present location.

c. Advise the donee that the Donor has no further requirements for the donated items and the Donee, at their expense, is required, based on their preference, to dispose of the donated item by one of the following methods:

(1) Full Demilitarization/destroy the property to the extent required by current DoD policy set forth by detailed guidance to be provided by the Donor. The Donee will be required to certify in writing to the Donor that all requirements have been met and will provide the Donor with photographs of the property after the full demilitarization and/or destruction has occurred.

(2) Transport the donated property to the nearest Defense Reutilization and Marketing Office (DRMO). The Donee will be responsible for any disassembly necessary, and all arrangements to accomplish the movement. A receipt from the military installation will be required from the Donee to be provided to the Donor for record purposes.

Subject to the conditions set forth herein, title to the property shall vest in the Donee upon receipt of written acceptance hereof from the donee.

ACCEPTANCE

The Donee, through its authorized representative, hereby accepts conditional title to and delivery of the donated property, subject to the conditions contained in this Conditional Deed of Gift set forth above.

Executed on behalf of the Donee:

JEFF R. BRANICK

Name (Printed or Typed)

COUNTY JUDGE

Title

Signature

Notary Public Endorsement

COUNTY OF Jefferson STATE OF Texas

I, the undersigned, certify that I am a duly commissioned, qualified, and authorized notary public. Before me personally and within the territorial limits of my warrant of authority, appeared the above named Donee, who is known by me to be the person who is described herein, whose name is subscribed to, and who signed this Conditional Deed, and who, having been duly sworn, acknowledged that this instrument was executed after its contents were read and duly explained, and that such execution was a free and voluntary act and deed for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on this 27th day of October, 2020.

Notary Public

My Commission expires:



EXECUTED

On behalf of the Donor this _____ day of _____, _____ at the US Army TACOM Life Cycle Management Command.

UNITED STATES OF AMERICA

By: _____

AUDREY J. CLARKE
Chief, Army Donations Program

ANNUAL CERTIFICATION OF ARMY MATERIEL STATUS

SECTION I – ORGANIZATION INFORMATION

| | | |
|--|-----------------------------|------------------------|
| 1. Organization Name: <u>JEFFERSON COUNTY</u> | 2. City: <u>BEAUMONT</u> | 3. State: <u>TX</u> |
|--|-----------------------------|------------------------|

SECTION II – EQUIPMENT INFORMATION

In accordance with the Conditional Deed of Gift for:

| | |
|-----------------------------------|----------------------------------|
| 1. <u>M60A3</u> Equipment Type | 2. <u>2092A</u> Serial Number |
|-----------------------------------|----------------------------------|

Under the terms of Public Law 10 USC §2572, I certify that the aforementioned equipment:

(Check Only One)

☒ is still required, displayed and maintained in a clean and safe condition, so its appearance reflects favorably on the military.

☐ is in poor condition. Restoration to upgrade the appearance of the item will begin _____ and is expected to be completed _____.

☐ no longer required. Please send disposition instructions.


A CURRENT COLOR PICTURE is required. Include and submit no later than agreed upon annual date.

SECTION III – REMARKS

Remarks: _____

SECTION IV – ACKNOWLEDGEMENT

I hereby certify that to the best of my knowledge and belief that all statements above are true, correct, complete and made in good faith. I understand and acknowledge that concealing material fact and/or making a false statement is a violation of Title 18 USC §1001 and may result in the cancellation of the Conditional Deed for any US Army property on loan to my organization and is punishable by fine or imprisonment.

| | |
|--|--|
| 1. Signature of Highest Ranking Official:  | 2. Date Signed: <u>10-27-20</u> |
| 3. Printed Name of Person Signing (First, Middle Initial, Last): <u>JEFF R. BRANICK</u> | 4. Title of Signer: <u>COUNTY JUDGE</u> |
| 5. Organization Telephone Number: <u>409-835-8218</u> | 6. Organization Email Address: <u>fpickson@co.jefferson.tx.us</u> |

SECTION V – NOTARY ENDORSEMENT

| | |
|-------------------------------|-----------------------|
| 1. Official Notary Signature: | 2. Notary Seal/Stamp: |
|-------------------------------|-----------------------|

Mail to: US ARMY TACOM, ATTN: AMSTA-LCL-IW, M/S 419D, 6501 East 11 Mile Road, Detroit Arsenal, MI 48397-5000

ADPO S-1, January 2020

**AGENDA ITEM****October 27, 2020**

Consider, possibly approve and adopt proposed amendments to the Jefferson County Amended Tax Abatement Policy Pursuant to Sec. 321.002, Texas Tax Code.



JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2020

ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Central Appraisal District (JCCAD), an agency autonomous from Jefferson County. The Procedures used by JCCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

STATEMENT OF PURPOSE

SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property, who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention provided that the taxable value of the property of the owner is not adversely affected.

DEFINITIONS

SECTION II

(a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

(b) **"Affiliate"** means 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.

(c) **"Agreement"** means a contractual agreement between a property owner and/or lessee and the County.

(d) **"Base Year"** means the calendar year in which the abatement contract is executed (signed).

(e) **"Base Year Value"** means the taxable value of eligible industrial realty improvements of the owner within Jefferson County on January 1 preceding the execution of the abatement agreement and which property is owned by the owner, co-owner and/or its parent companies, subsidiaries, partner or joint ventures or any entity exercising legal control over the owner or subject to control by the owner. Owner will attach as Exhibit "F-Affiliates" those properties which are co-owned or which are parent companies, partnerships, joint-ventures or other entities in Jefferson County over which the Owner herein exercises legal control.

*******DON'T NEED THIS HERE. THIS IS THE DEFINITION OF ELIGIBLE PROPERTY**

(f) **"Bulk Buys"** include but are not limited to material which is purchased in the early phase of the project. This material includes commodity and special order items that may have long lead times due to fabrication timeframe or by the significant size of the order(s). The county recognizes "Bulk Buys" historically represent a significant percentage of the material purchase for a project.

(g) **"Deferred Maintenance"** means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(h) **"Distribution Center"** means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.

(i) **"Eligible Facilities"** or "Eligible Projects" means new, expanded or modernized buildings and structures, as defined in the Texas Property Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities

designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

(j) **"Eligible Property"** means 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 included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT, as defined in the Tax Code, but does not include personal property.

(k) **"Expansion"** means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(l) **"Field Buys"** include but are not limited to the procurement of material that is conducted by the project procurement team which is typically located on site throughout the duration of the project.

(m) **"Modernization"** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(n) **"Facility"** means property improvements completed or in the process of construction which together comprise an integral whole.

(o) **"New Facility"** means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(p) **"Productive Life"** means the number of years a property improvement is expected to be in service in a facility.

WHEN ABATEMENT AUTHORIZED

SECTION III

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such

limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the increase in value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing, 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 gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

(1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Central Appraisal District's assessment of the eligible property; and

(2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.

(3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.

(4) Must demonstrate by an independent economic impact analysis that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

Factors Considered By County In Considering Abatement Requests

Section IV

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

(1) Existing improvements, if any;

- (2) Type and value of proposed improvements;
 - (3) Productive life of proposed improvements;
 - (4) Number of existing jobs to be retained by proposed improvements;
 - (5) Number and types of new jobs to be created by proposed improvements;
 - (6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;
 - (7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;
 - (8) The amount of local taxes to be generated directly. In this regard it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases. By way of 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 to be located at the 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.
- (9) The amount the property tax base valuation will be increased during term of abatement and after abatement;
 - (10) The amount of economic impact the Eligible Facility will provide to the local community;
 - (11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;
 - (12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;
 - (13) The population growth of the County projected to occur directly as a result of new improvements;
 - (14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;

- (15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
- (16) The impact of the proposed project on the business opportunities of existing businesses;
- (17) The attraction of other new businesses to the area as a result of the project;
- (18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;
- (19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions; each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(b) **Local Employment.** For purposes of evaluating Section III(h)(7): Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region 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 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.

Each recipient of property tax abatement shall additionally agree 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. In any such exception, cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, 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.

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials. . In this regard, each recipient of an abatement will provide sufficient notice and information regarding the project to qualified contractors and suppliers to enable them to submit bids in the early procurement processes for materials, including but not limited to Bulk Buys.

(d) **Historically Underutilized Businesses/Disadvantaged Business Enterprises.** The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) 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. A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. 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 this policy. Only a HUB/DBE with its principal office in Jefferson, Hardin, and Orange, County will be recognized as a HUB/DBE for purposes of this policy. Jefferson County will supply a Minority Business Directory to each applicant.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) **Denial of Abatement.** Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

- (1) There would be a substantial adverse affect on the provision of government service or tax base;
- (2) The applicant has insufficient financial capacity;
- (3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;
- (4) The project would cause a violation of state or federal laws; or
- (5) For any other reason deemed appropriate by the County including the pendency of litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) **"Taxability"** From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

- (1) The value of ineligible property as provided in Section II(e) shall be fully taxable; and
- (2) The base year value of existing eligible property as determined each year shall be fully taxable.

APPLICATION PROCESS

SECTION V

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described in Section III(h) hereof; a map and property description with specific metes and bounds; a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require a non-refundable application fee in the amount of \$1,000.00 to be submitted with the application.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than thirtieth (30th) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (30thth) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

AGREEMENT

SECTION VI

(a) Not later than the thirtieth (30TH) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year as provided in Section III(g);
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in application, Section IV(b);
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;
- (9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
- (10) Contain each and every term agreed to by the owner of the property;
- (11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and
- (12) All terms required by Texas Tax Code §312.205, as amended; Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

RECAPTURE

SECTION VII

(a) In the event that the company, owner's or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously

abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.

(c) 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.

(d) By this, it is understood and agreed that if the party granted this abatement avails itself of a Foreign Trade Zone exemption, the abated value subject to this contract will be reduced dollar for dollar and taxed.

(e) It is specifically understood and agreed by the Owner, Owners Affiliates, or Joint Venture that, if at any time during the effective dates of an agreement relating to abatement, the Owner, Affiliates, or Joint Venture files or prosecutes an action to contest the appraised value of any property of the Owner, Owner's Affiliates, or Joint Venture within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by County to Owner, Owner's Affiliates, or Joint Venture shall become null and void and cancelled.

ADMINISTRATION

SECTION VIII

(a) The Chief Appraiser of the Jefferson Central Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All

inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

(c) In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

(d) During the course of construction of the Project, Owner and its general contractor and/or subcontractors shall, on at least a quarterly basis, file a written report with and/or meet with designated County representatives for an onsite inspection to assure compliance with the terms of the abatement agreement. Owner will file quarterly reports that detail which persons, firms or entities supplied materials or labor utilized in the construction of the Project and the amounts expended for same and detailing which was purchased locally or otherwise. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson Central Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Assistance Division all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

AGREEMENT

SECTION IX

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other

obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of \$10,000.00 may be required, with the maximum fee being \$10,000.00

SUNSET PROVISION

SECTION X

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

DISCRETION OF THE COUNTY

SECTION XI

The adoption of these guidelines and criteria by the County does not:

- (1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
- (2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or
- (3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP AN APPLICATION AND ECONOMIC IMPACT STATEMENT FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY

General:

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

Opening Paragraph:

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

Economic Impact Analysis:

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

Maps and Plats

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

Questions to be Answered

- (1) Is your project within a city limit? _____. Name of City _____
- (2) Is your project within an ETJ? Name of City ETJ _____
- (3) Is your project within an Enterprise or Reinvestment Zone? Which? _____
- (4) Will you own the realty or lease the realty? _____
- (5) Present Appraisal District value of land and any EXISTING improvements owned by the OWNER:
(Answer this question based on Appraisal District records for the specific site you select.)
Cost of Land (If you are purchasing): \$ _____
Number of Acres: _____ or Square Feet: _____
- (6) Type and value of proposed improvements: (In this answer list the specific amount of investment that will be expended for the entire project for which you seek abatement.) _____

Type of construction:
(Tiltwall, Build-Out of Existing Facility, Etc.)
Value of Construction:
Value of Equipment:

Value of Pollution Control Devices: It is understood and agreed that Applicant. 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.

- (7) Productive life of proposed improvements: _____ years, or term of initial lease: _____

(8) Number of existing jobs to be retained by proposed improvements: _____
(Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)

(9) Number and types of new jobs to be created by proposed improvements: _____
Include in this answer the number of Jefferson County residents that will be employed.

(10) Amount of Annual local payroll to be created: _____.

(11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill? _____

(12) Amount property tax base valuation will be increased:
During term of abatement: _____
After term of abatement: _____

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements: _____
(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: _____
(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

(18) The impact on the business opportunities of existing businesses:

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities? If you have previously conducted business within Jefferson County, please provide a list of any and all local/non-local HUB/DBE companies with whom you have worked and the extent of that work relationship)

(19) The attraction of other new businesses to the area:

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

(22) Describe methods/procedures you (and any procurement personnel) will use to provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and attend pre-bid meetings to enable them to submit bids in all stages of the procurement process, including but not limited to "bulk buys." For further clarification, "local" is intended to mean entities that maintain their primary business office (where company policies, financial decisions and management decisions are made) in Jefferson County.

NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.

...the purpose of the policy.

EXHIBIT "A"

JEFFERSON COUNTY APPRAISAL DISTRICT PROCEDURE FOR CALCULATING ABATEMENTS

Purpose

The purpose of this procedure is to clarify the method used in calculating a tax abatement. This procedure requires calculation of the Current Year Market Value, Base Year Value, and Taxable Value as these terms are defined below. -In accordance with the Jefferson County Uniform Tax Abatement Policy, the Real Property Owner's Current Taxable Value shall not be less than the Base Year Value in order for a project to receive the full amount of abatement.

Calculation of "Base Year Value"

"Base Year Value" for each taxing entity executing an abatement contract is the Taxable Value of all industrial realty improvements of a property owner and/or its affiliates located within that entity for the tax period defined as the "Base Year". "Base year" is defined as the calendar year in which the abatement contract is executed (signed).

Calculation of "Current Year Market Value"

"Current Year Market Value" for each taxing entity executing an abatement agreement is determined by calculating for the Current Tax Year the Market Value of all industrial realty improvements of a property owner and/or its affiliates that comprise the "Base Year Value."

Calculation of "Taxable Value"

"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.

Calculation of Abated Value

The following procedures are followed for each project for which a tax abatement contract has been executed and for each taxing entity granting the abatement.

VALUE POTENTIALLY ELIGIBLE FOR ABATEMENT:

The Base Year Value is subtracted from the Current Year Market Value. If the difference is greater than zero (0), then the remaining value is the value potentially eligible for abatement. If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

VALUE AVAILABLE FOR ABATEMENT:

For each project that remains potentially eligible for abatement, a preliminary calculation of the abated value of all other projects for the owner and/or its affiliates, if any, must be made. This calculation must first be done based on a preliminary abated value for subsequent projects since the full calculation has yet to be performed. For multiple abated projects, the calculations of the preliminary abated values are made in chronological order based on the date the contract was executed. Once the abated value for the subsequent project is calculated, if the actual abated value differs from the preliminary abated value, this calculation must be redone in order to reflect the actual abated value.

Once all calculations have been completed, the abated value of other projects for the owner and/or its affiliates, if any, is subtracted from the Value Potentially Available for Abatement. If the difference is greater than zero (0), then the remaining value is the Value Available for Abatement.

If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

VALUE SUBJECT TO ABATEMENT:

The project base value, if applicable, is subtracted from the current year project value, and the percentage of abatement to be granted is then applied to the net amount to determine the Value Subject to Abatement.

ABATED VALUE:

Any applicable reductions for Foreign Trade Zone or Pollution Control restrictions are subtracted from the Value Subject to Abatement. If the difference is less than the Value Available for Abatement, then this is the Abated Value.

If the difference is greater than the Value Available for Abatement, then the Value Available for Abatement becomes the Abated Value.

**AGENDA ITEM****October 27, 2020**

Receive and file executed Amended Agreement for professional services between Jefferson County and Tim Richardson relating to work seeking BP Deepwater Horizon (DWH) restoration funding for Jefferson County.

**AGENDA ITEM****October 20, 2020**

Consider, possibly approve and authorize the County Judge to execute an Amended Agreement for professional services between Jefferson County and Tim Richardson relating to work seeking BP Deepwater Horizon (DWH) restoration funding for Jefferson County.

AMENDED AGREEMENT

This Amended Agreement ("Agreement") is entered into by and between the **Jefferson County** (County), and **Tim Richardson** ("Consultant"). This agreement is intended to replace the agreement previously executed between the parties and, upon execution of this agreement, the previous agreement is declared null and void.

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Consultant agree as follows:

I. SCOPE OF AGREEMENT

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to County activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the County including environmental infrastructure improvements.

II. RESPONSIBILITIES OF THE PARTIES

Consultant shall:

- Assist County with organizing and coordinating the County's approach to developing a priority project list for which DWH restoration funds, GOMESA funds and Congressional Supplemental bills (hurricanes and any others) will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the County's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the County officials so that they can establish relationships with these entities;
- Draft a strategy and timeline for communicating with these groups for the County's review to ensure that the County's efforts are comprehensive and coordinated;
- Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
- Take the lead with preparation of materials for these groups;
- Help in drafting a strategy for the County to be recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
- Evaluate and pursue government and private foundation grant funding opportunities consistent with County approved objectives;
- Serve as the "eyes and ears" of the County in Washington, D.C. and Austin, Texas with regard to updates on progress on the BP settlement, and development and

implementation of DWH restoration, alerting the County to any specific actions that need to be taken to ensure that its interests are represented.

B. The County shall:

1. Provide overall project direction and day-to-day coordination/clarification about the County's goals and objectives in DWH restoration.

III. PERSONNEL

A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the County reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.

B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

IV. TERM OF AGREEMENT AND TERMINATION

A. This Agreement shall begin October 1, 2019 and expire on September 30, 2020 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.

B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the County's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.

C. If the County is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.

D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.

E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the County (including documents provided to Consultant by the County and any work in progress, such as notes, drafts and sketches) and shall, upon the County's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the County, Consultant shall, after termination, cooperate on a time and materials basis with the County in its or another's efforts on the County's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

V. COMPENSATION/TERMS OF PAYMENT

A. During the term of this Agreement the County shall pay Consultant \$108,000 annually at \$9,000 per month which payments will be made upon receipt of a monthly invoice.

B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the County.

C. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.

D. The County shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The County's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the County be liable for the other costs or damages that may result from Consultant's normal course of doing business.

E. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the County and shall be coach, 14 day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the County.

F. All invoices for fees/expenses to be paid by the County pursuant to this Agreement must be received by the County within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.

- G. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the County reserves the right to withhold payment of monies owed until the dispute is resolved.

VI. OWNERSHIP OF MATERIALS AND RESULTS

A. All materials provided to the County and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the County. However, County shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

B. Joint Copyright Ownership

1. It is understood and agreed that the County has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.

2. County and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.

3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the County all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The County and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

VII. AUTHORIZED CONTACTS

The following County employees are authorized contacts under this Agreement:

Jeff Branick, Judge, **Jefferson County**; jbranick@co.jefferson.tx.us ; office: 409-835-8466.

Tim Richardson, consultant, trpr51@gmail.com, office/mobile 202-352-1269.

VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, lists, corporate or facility data regarding the County's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the County. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the County, as applicable. This section shall survive termination of this Agreement.

IX. TAXES

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the County against any claims for taxes or other payroll deductions, including penalties, provided the County promptly notify Consultant of any such claim.

X. TRANSFER OF INTEREST

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent the County.

XI. NOTICE

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

a) If to the County, to:
Honorable Jeff Branick
Jefferson County
County Court House
1149 Pearl Street
Beaumont, Texas 77701

b) If to Consultant, to:

Tim Richardson
6707 Old Stage Road
Rockville, MD 20852

A. Consultant agrees to indemnify, defend, and hold harmless the County, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or willful misconduct, or a third-party claim arising out of Consultant's performance under this Agreement.

B. Consultant shall indemnify and hold the County harmless from any proceedings or claims asserted against the County resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the County or from matters with respect to which Consultant has advised the County, in writing, of the legal risks involved and the County, by their specific written approval, have assumed the risks thereof, in which cases the County shall so indemnify Consultant.

C. This section shall survive termination of this Agreement.

XII. GOVERNING LAW / VENUE

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

XIII. AGENCY

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the County and Consultant, or between the County and any other party with whom Consultant has contracted regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to

represent that the County is in the business of providing the products and/or services provided by Consultant.

XIV. ENTIRE AGREEMENT / SEVERABILITY

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XV. WAIVER

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

XVI. EQUAL OPPORTUNITY

The County acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

XVII. MISCELLANEOUS

A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.

B. During the term of this Agreement, upon reasonable notice and during regular business hours, the County shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.


C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel

advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Jefferson County

By 
Name: Jeff Branick
Title: Judge
EIN 74-60000-291

Date 10/20/2020

Tim Richardson, Consultant

By _____
Name: Tim Richardson
EIN 370-60-3504

Date _____

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

Signed:

Signature of Consultant


Date

advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Jefferson County

By 
Name: Jeff Branick
Title: Judge
EIN 74-60000-291

Date 10/20/2020

Tim Richardson, Consultant

By 
Name: Tim Richardson
EIN 370-60-3504

Date 10/21/20

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

Signed:


Signature of Consultant

10/21/20
Date

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

CONTRACT FOR COUNTY HEALTH AUTHORITY

This County Health Authority Agreement (“Agreement”), dated as October 27, 2020 (“Effective Date”), is entered into by and between Jefferson County, Texas (“County”) and Ezea Ede, M.D, a Texas licensed physician (“Physician”).

WHEREAS, it is in the best interests of the citizens of Jefferson County to contract for medical services to help ensure that medical services for the indigent are available and .

WHEREAS, Dr. Ezea Ede is a duly licensed physician and is fully qualified to provide such services.

RECITALS

- 1. Jefferson County, Texas is a Texas governmental entity,
- 2. Physician is licensed to practice medicine in the State of Texas, and
- 3. Physician is willing to contract with County, on the terms, covenants and conditions hereinafter set forth agree as follows:

**EMPLOYMENT, TERM, LICENSE TO PRACTICE
AND SERVICE REQUIREMENTS**

- 4. **Term:** This contract shall be effective on the 20th day of October, 2020, and shall continue until the 19th day of October, 2021 (“Initial Term”) and shall automatically renew for additional 1 (one) year terms, unless terminated as provided by this Agreement. The Initial Term and any additional terms together shall constitute the Term of this Agreement.
- 5. **License to Practice:** Physician possesses and shall maintain a valid and unrestricted license to practice medicine in the State of Texas and shall act at all times during the term of this Agreement in accordance with all applicable state and federal statutes and regulations.

DUTIES OF PHYSICIAN

- 6. **Duties:** During the Term of this Agreement, Physician shall devote substantially all of his full professional time and efforts to and for the benefit of Jefferson County unless otherwise provided herein. Physician shall render professional medical care and treatment consistent with Physician’s licensing and medical specialty, to indigent patients at the Jefferson County Public Health offices. Physician acknowledges and understands that so long as Physician is contracted with Jefferson County under this Agreement, Physician shall do all the following:
 - (a) Perform all duties which are necessary to implement and enforce any law to protect the public health and all duties as may be prescribed by the Texas Board of Health.
 - (b) Keep and maintain (or cause to be kept and maintained) in a timely fashion accurate and appropriate medical records in connection with all professional medical services rendered by Physician under this Agreement and timely prepare and attend to, in connection with such services, all reports, claims, and correspondence necessary and appropriate in the circumstances;

- (c) Establish, maintain and enforce quarantine within Jefferson County when necessary;
- (d) Assist and aid the Texas Board of Health in all matters of local quarantine, inspection, disease prevention and suppression, birth and death statistics and general sanitation within Jefferson County;
- (e) Prescribe to the Texas Board of Health, in such a manner and form and at such times as it shall prescribe, the presence of contagious, infectious, and dangerous epidemic diseases within Jefferson County;
- (f) Report to the Texas Board of Health on all matters as may be proper for it to direct;
- (g) Aiding the Texas Board of Health at all times in the enforcement of all sanitation laws, quarantine regulations, and vital statistics collections in Jefferson County;
- (h) Where it does not interfere with the quality of indigent health care, provide medical services to the employees of Jefferson County;
- (i) Physician shall comply with the ethics of the medical professional and all federal, state, and municipal laws, ordinances, and regulations relating to or regulating the practice of medicine and any subspecialty thereof which Physician is practicing under this Agreement;
- (j) Physician shall participate in professional activities and seminars consistent with the maintenance and improvement of Physician's professional skills.
- (k) Physician shall be courteous and respectful of the rights and dignity of patients with which Physician shall come into contact and shall work cooperatively and with other physicians and administrative staff.
- (l) Participate in development of written protocols for delivery of wellness and minor care services to county employees by a nurse or other qualified health care professional. Said health care professional be an employee of the Commissioners' Court for organizational purposes, but will work under the medical supervision of health authority. Health authority shall be available during business hours (8a.m. - 5p.m.), as permitted by his other duties, for telephone for consultation and, when referred according to established protocols, to evaluate, examine, treat and/or refer employees.
- (m) Administer the Indigent Health Care and Treatment Act to provide primary non-obstetric health care to qualified citizens of Jefferson County that are within 125% of the poverty level.

In addition to the above duties the doctor shall perform the following:

- Establish and provide Primary Care to eligible County Residents
- Establish criteria and supervise the daily Juvenile probation health physicals program
- Initiate and oversee the Restaurant Inspection Program
- Develop local and regional health care networks with local and regional health departments, to improve public health in the county
- Provide urgent care to county and courtesy patients
- Provide medical assessment of patients on the "Basic Needs Program"
- Make assessment of current and future public health issues and needs
- Supervise immunization services
- Provide ongoing development of admission criteria, and quality assurance monitoring of local C.H.I.C. patients
- Perform other duties that may be mandated and funded by the Commissioners' Court

7. **Independent Contractor:** Physician is an independent contractor and not an employee of Jefferson County. Physician shall be responsible for the direction, control and supervision of all medical staff and non-medical staff of the Jefferson County Public Health offices.
8. **No Right to Contract for Jefferson County:** As an independent contractor, Physician has no authority to enter into any contract binding Jefferson County or to create an obligation on behalf of Jefferson County. Any agreements or contracts for the benefit of the Jefferson County Public Health Office must go to the County Judge’s Office of Jefferson County.
9. **Medical Decisions:** Physician’s decisions regarding the diagnosis and treatment of patients are solely the province of Physician, and all such decisions shall be the responsibility of Physician to be rendered in accordance with the standards of medical practice in the community.
10. **Case Records and Histories:** All case records, case histories, x-ray films, or personal and regular files concerning patients consulted, interviewed, examined, treated, or cared for by Physician during Physician’s term under this Agreement shall belong to and remain the property of Jefferson County.

COMPENSATION

11. **Compensation:** County agrees to pay, and Physician agrees to accept the amount of \$140,763.84 annual compensation for his services. Compensation is payable in semi-monthly payments of \$5,865.16. Physician shall also be paid \$7,500 per year automobile allowance, payable monthly at the rate of \$625.00. Physician, at Physician’s own expense, shall furnish Physician’s transportation to the extent required for Physician to perform the services and obligations required of Physician pursuant to this Agreement and shall keep any vehicle used for such purpose properly insured.
12. **Malpractice Insurance:** Jefferson County agrees to provide medical malpractice liability insurance coverage for Physician while he is providing services for Jefferson County; this insurance shall be in the amount of \$200,000 per occurrence with a \$600,000 annual aggregate. County will pay approved expenses for medical workshops and conventions for Physician which are approved by the Jefferson County Commissioners’ Court. County reserves the right to alter the amounts of liability coverage at its discretion.

TERMINATION

13. Either party may terminate this agreement upon the giving of 30 days written notice. Notice is sufficient if mailed by certified mail, return receipt requested, to:
- County:

County Judge Jeff Branick
1149 Pearl Street
Jefferson County Courthouse
Beaumont, Texas 77701
- Doctor:

Ezea Ede, M.D.
7550 Cora Creek Drive
Beaumont, Texas 77707
14. In addition, this contract may be terminated immediately if any of the following conditions exist or occur:
- (a)

The suspension, limitation, revocation, or cancellation of Physician’s license to practice medicine in the State of Texas.

- (b) County's inability to procure professional liability coverage for Physician.
- (c) The conviction of Physician of a felony or misdemeanor involving drugs or moral turpitude.
- (d) Death of Physician.

15. **For Cause Termination by County:** This Agreement may be terminated for cause by County upon the occurrence of any of the following events which remains uncured for a period of ten (10) days following notice to Physician:

- (a) Physician's failure or refusal to perform faithfully and diligently the duties required under this Agreement or to comply with the provisions of this Agreement;
- (b) Physician's failure or refusal to substantially comply with community standards of care and/or state regulations;
- (c) Physician's engaging in conduct amounting to fraud, dishonesty, gross negligence, willful misconduct, or conduct that is unprofessional or unethical;
- (d) In the event that failure to terminate Physician's contract would be inconsistent with, or detrimental to, appropriate patient care;
- (e) Physician commits a breach of any obligation under this Agreement, provided Physician has not remedied the violation to the reasonable satisfaction of County or provided a plan to remedy such violation, within fifteen (15) days of receipt of written notice of the violation from County, which notice shall state with reasonable particularity the alleged violation;
- (f) Impairment caused by habitual drunkenness or drug addiction;
- (g) Failure or refusal of Physician to provide County with information reasonably requested by County for County to evaluate whether Physician is in violation of this Agreement or has committed any act or omission which might constitute cause for termination.

16. **For Cause Termination by Physician:** This Agreement may be terminated for cause by Physician upon the occurrence of any of the following events:

- (a) Failure of County to pay to Physician any undisputed amount of compensation.
- (b) County's termination of the position of County Health Authority.

MISCELLANEOUS

17. This agreement constitutes the entire understanding between the parties and no other agreements, understandings, representations or warranties other than those specifically set out in this agreement shall be binding on any of the parties hereto. All parties acknowledge that no inducements or promises, oral or otherwise, have been made by any party or anyone acting on behalf of any party, that are not embodied in this agreement.

18. The parties mutually acknowledge and understand that the services of Physician herein contracted for are professional services, the delivery of which are subject to the exercise of reasonable medical judgment, both as to the manner and time of performance. County shall have no right to demand performance at any unreasonable specific time.

19. Nothing in this agreement shall be construed or deemed to create the existence of an employer/employee relationship. Physician shall at all times be an independent contractor to the county and county shall have no duty or right to control the manner of performance of any obligation imposed upon doctor by this agreement.

20. **Governing Law:** THIS AGREEMENT SHALL BE INTERPRETED, CONSTRUED, AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. EXCLUSIVE VENUE FOR ANY ACTIONS ARISING UNDER THIS AGREEMENT SHALL BE IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, TEXAS.

21. **Authority to Contract:** Each Party represents and warrants that such Party is authorized to enter this Agreement and to be bound by its terms.

22. **Modification:** This Agreement shall not be modified or amended except by a written document executed by both Parties to this Agreement, and such written modification(s) shall be attached to this Agreement.

23. **Assignment:** This Agreement shall not be assigned by Physician.

24. **No Third Party Rights:** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any persons other than the Parties and their respective and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party, or to give any third persons any right of subrogation or action against any Party.

25. **Dispute Resolution:** In the event of any dispute between the Parties arising out of or relating to this Agreement, or the alleged breach thereof, the Parties shall promptly meet in a good faith effort to resolve the dispute. If the dispute is not resolved within 30 days after the first meeting on that topic, each Party shall be free to pursue and exercise any and all legal rights and remedies available to them. The Parties shall be free to submit any unresolved dispute to any form of alternative dispute resolution they deem appropriate or, absent such agreement, the dispute shall be submitted to the state courts located in Jefferson County, Texas, which forum, the Parties specifically agree, is a proper and convenient forum. The Parties further agree to submit to the jurisdiction of the state located in Jefferson County, Texas, and waive the right to challenge personal jurisdiction and/or subject matter jurisdiction in said courts. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT THIS AGREEMENT.

26. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE SOLE AND COMPLETE UNDERSTANDING OF THE PARTIES AND SUPERSEDES ANY PRIOR WRITTEN OR ORAL AGREEMENTS OR UNDERSTANDINGS BETWEEN THEM CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT.

27. **Physician Representation:** Physician represents and warrants that, to the best of his

knowledge, Physician is not currently a party to any lawsuits or investigations involving Physician’s practice of medicine. Physician further represents and warrants that, to the best of his knowledge, Physician knows of no facts that would reasonably cause him to believe that such an action or investigation would be initiated. Physician shall promptly notify Jefferson County of any pending or threatened malpractice claim or demand for payment made against Physician, or incident which is likely to give rise thereto, and provide such related information as to such claim, demand, or incident. Furthermore, Physician shall promptly notify Jefferson County of any action or investigation taken by any licensure board to restrict or revoke Physician’s license to practice medicine.

Executed on this_____day of _____,2020.

Ezea Ede, M.D.

Jefferson County, Texas
by Jeff Branick.
County Judge

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL DEED

THE STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

KNOW ALL MEN BY THESE PRESENTS:

That the City of Port Arthur, Jefferson County, Port Arthur Independent School District, Port of Port Arthur, Drainage District #7 and Sabine-Neches Navigation District, (hereinafter collectively called "Grantors"), for Eleven Hundred Fifty-four Dollars and no/100's (\$1,154.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto Tender Loving Care Center for Children DBA Legacy Community Development (hereinafter called "Grantee"), whose mailing address is 3025 Plaza Circle, Port Arthur, Texas 77642, all of the estate, right, title and interest which said Grantors received by virtue of that certain Deed under Tax Warrant dated June 30, 2010, executed by the Sheriff of Jefferson County, Texas, and recorded under County Clerk's Instrument #2010026876 in the Official Real Property records of Jefferson County, Texas, such Sheriff's Deed having arisen by virtue of a Tax Warrant issued out of the 58th Judicial District Court of Jefferson County, Texas, in Cause No. A-186589, styled Susie James Jefferson County Tax Assessor/Collector for City of Port Arthur, et al vs. Anna M. Villerreal in and to the tract or parcel of land which is listed and

described as follows

LOT EIGHT (8) BLOCK EIGHTY-THREE (83) CITY OF PORT ARTHUR
ADDITION LOCATED IN THE CITY OF PORT ARTHUR AS PER MAP OR
PLAT IN JEFFERSON COUNTY, TEXAS

TO HAVE AND TO HOLD the Tract and premises, together with all and singular the
rights and appurtenances thereto in any wise belonging unto the said Grantee, Grantee's successors
or assigns forever But it is distinctly understood and agreed that this conveyance is made and
accepted without covenants or warranty of any kind, either expressed or implied

Executed this 27th day of October, 2020.

County of Jefferson, et al

By

Name

JEFF R. Branick

Title

County Judge

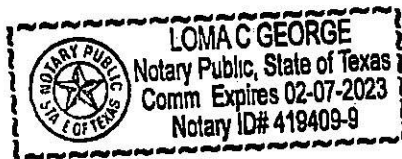
THE STATE OF TEXAS

§

THE COUNTY OF JEFFERSON

§

This instrument was acknowledged before me on this 27th day of October, 2020 by
the County Judge of Jefferson County.



Loma George
Notary Public in and for the State of Texas

RETURN TO
JUDGE JEFF BRANICK

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk
Jefferson County, Texas

October 27, 2020 12:08:44 PM

FEE \$0.00

2020032856

Permit No. 09-4-20
~~A01YCOK~~

Precinct No. 4

AT&T PROJECT # A01YCOK

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/Common CARRIER PIPELINE WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date 10/13/2020

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

AT&T Telecommunications, Inc (Company) does hereby made application to use
lands belonging to Jefferson County, for the purpose of constructing, maintaining or
repairing a utility or common carrier pipeline for the distribution of
FROM EXISTING HH PLACE FIBER CABLE WITHIN INNERDUCT, location of which is fully described as
follows:

11322 Brooks Rd, Beaumont, TX 77713

FROM EXISTING HH AT(30.023565, -94.226721) START PLACING NEW 24 COUNT FIBER AND
INNERDUCT GOING WEST BY BORING ALONG BROOKS RD.TURN NORTH AT (30.023552, -94.228356)
AND BORE UNDER BROOKS RD TO END OF ROW AT:(30.023470,-94.226803).

1 pages of drawings attached.

Construction will begin on or after October 20th, 2020.

It is understood that all work will comply with the requirements of the Utility and
Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on
10-13-2020, and all subsequent revisions thereof to date.

2003 REVISION.

Company AT&T Telecommunications, Inc

By Darrell J. Romero

Title MGR OSP PLANNING & ENGINEERING DESIGN

Address 350 Pine St, RM 650
Beaumont, TX 77701

Telephone Office:(409)924-1494 Cell:(409)291-9286

Fax No. _____

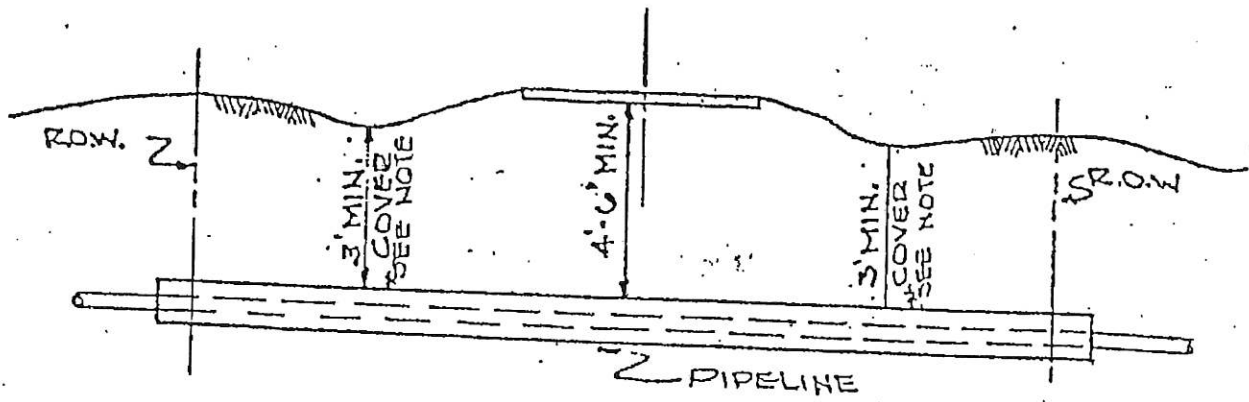
FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

| | |
|--|---------------|
| _____ road crossing @ \$100.00 _____ | \$ <u>N/A</u> |
| <u>522'</u> miles parallel @ \$150.00/mile or fraction _____ | \$ <u>N/A</u> |
| TOTAL _____ | \$ <u>N/A</u> |

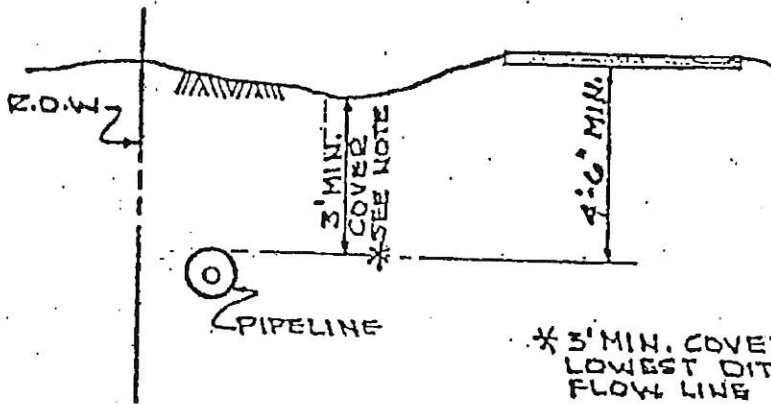
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.



* 3' MIN. COVER AT
LOWEST DITCH
FLOW LINE ELEV.

NOTE: CASING TO EXTEND
1'-0\"/>

1. STANDARD PIPELINE CROSSING



* 3' MIN. COVER AT
LOWEST DITCH
FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT
PIPELINE DETAILS (STD.)

12-7-79 | NO SCALE |

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A (AT&T - SELF INSURED)
Common Carrier


Stan Safford
Director of Engineering

10/14/2020
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A (AT&T). Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By 
County Judge

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person, company corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

Application

The applicant must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
 1. It is a common carrier; and,
 2. It serves a public purpose; and,
 3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situation where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (940) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utilities is necessitated by the improvement of a county road, such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the applicant has failed to comply with the directions of Commissioners' Court, or the County Engineer or his representatives, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representative find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Notice" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum of three (3) feet must be provided under road ditches.

Uncased, protected pipelines must have a minimum cover of five (5) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or required relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determine by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2' below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
 1. Dirt, Shell or Gravel Surface The original surface shall e replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
 2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
 3. Concrete Surface The original surface shall be replaced with a 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must e accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the applicant shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The applicant will notify County Engineer, at (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

Rev. 2003

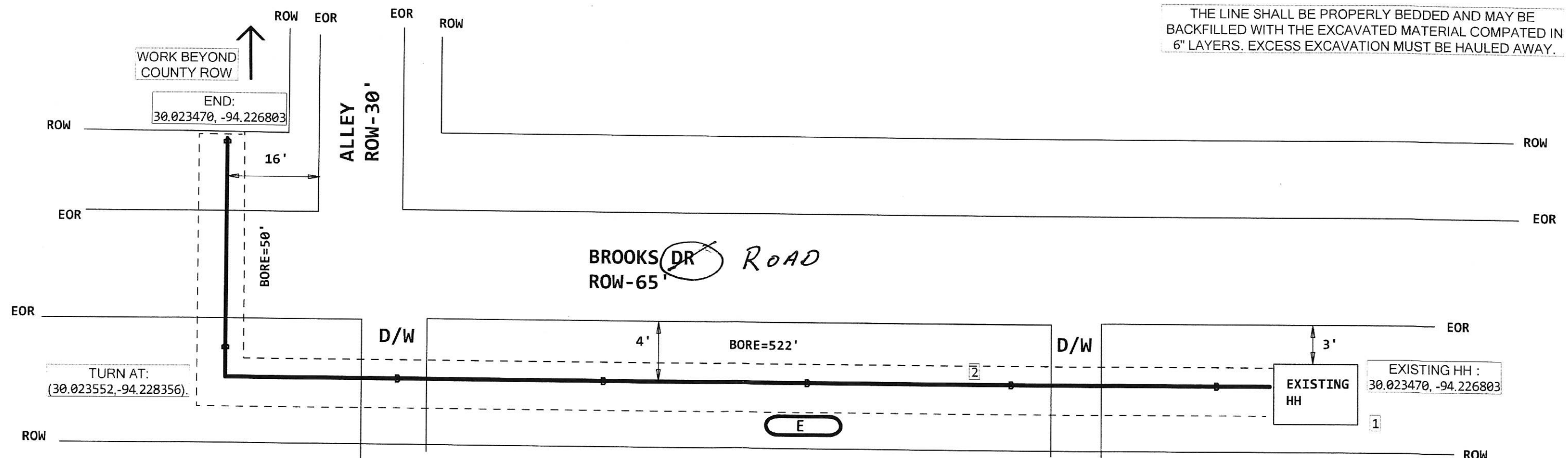
Rev. 2003

PERMIT REQ BY JEFFERSON COUNTY
LOCATES - DIAL "811"
ALL U/E & R/W TO BE SURVEYED & STAKED
BURY/BORE ALL FIBER CABLE AT 36"MIN
UNLESS OTHERWISE NOTED

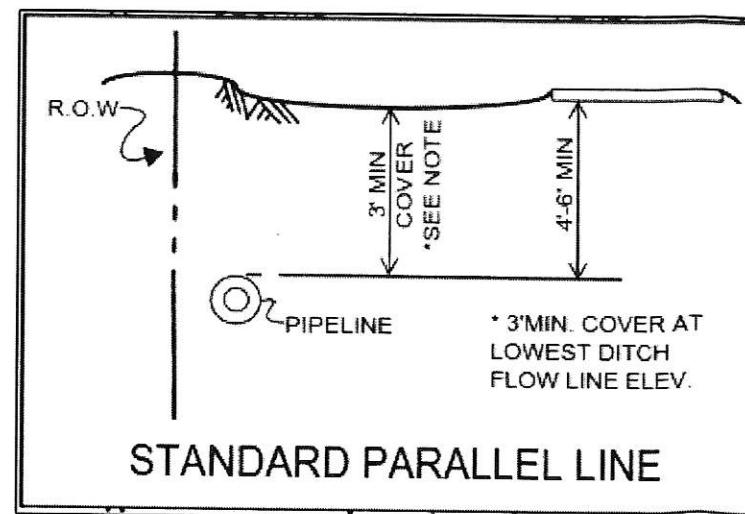
FROM EXISTING HH AT(30.023565, -94.226721) START
PLACING NEW 24 COUNT FIBER AND INNERDUCT GOING
WEST BY BORING ALONG BROOKS RD.TURN NORTH
AT (30.023552, -94.228356) AND BORE UNDER BROOKS RD
TO END OF ROW AT:(30.023470, -94.226803).

WHERE THE RIGHT-OF-WAY IS AVAILABLE, NO LINES SHALL BE PLACED CLOSER THAN (10) FEET TO THE EDGE OF PAVEMENT NOR CLOSER THAN TWENTY FEET FROM THE CENTER LINE OF A ROAD WHERE THE ROAD IS NOT PAVED. NO LINE SHALL BE PLACED LESS THAN THREE FEET BELOW THE FLOW-LINE OF A ROAD DITCH WITHOUT THE PERMISSION OF JEFFERSON COUNTY COMMISSIONERS' COURT.

THE LINE SHALL BE PROPERLY BEDDED AND MAY BE BACKFILLED WITH THE EXCAVATED MATERIAL COMPACTED IN 6" LAYERS. EXCESS EXCAVATION MUST BE HAULED AWAY.



- 1 EXISTING HH
- 2 NEW INNERDUCT



PER JEFFERSON COUNTY COMMISSIONERS' COURT
CONTRACTOR(S) SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC
IN EACH DIRECTION OPEN AT ALL ALL TIMES UNLESS PERMISSION
TO THE CONTRARY IS GRANTED BY THE COUNTY ENGINEER.

PER JEFFERSON COUNTY COMMISSIONERS' COURT
CONTRACTOR(S) SHALL PROVIDE ALL NECESSARY
FLAGMEN, BARRICADES, FLASHERS AND ANY OTHER
TRAFFIC CONTROL DEVICES NECESSARY FOR THE
PROTECTION OF THE PUBLIC AND THE
CONTRACTOR(S) OWN PERSONNEL.

| | | | |
|---|--------------------------|-------------------------------------|--|
| PROJECT # A01YC0K | | DATE SVC REQ'D 12/08/2020 | |
| DA 3365 | GEO LOC WZ3866 | CLLI BUMTTXU | |
| PRIMARY ENGR.: ROMERO, DARRELL J | | | |
| ENGR. ID: DR9759 | | PERMIT REQ'D. Y | |
| PHONE #: 4099241494 | | PRINT 5 OF 5 | |

FOR QUESTIONS OR CONCERNS REGARDING ENGINEERING DESIGN,
PLEASE CONTACT BRYAN HORGAN WITH CHC CONSULTING
AT 620-249-9779 OR BHORGAN@CHCCONSULTING.COM

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Tuesday, October 20, 2020 7:34 AM
To: 'Commissioner Alfred' (ealfred@co.jefferson.tx.us)
Cc: 'Commissioner Arnold' (eddiarnold@co.jefferson.tx.us); 'Commissioner Weaver' (bweaver@co.jefferson.tx.us); 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); Natalie Roberts (nroberts@co.jefferson.tx.us); ggross@co.jefferson.tx.us; 'Ronda Conlin' (rconlin@co.jefferson.tx.us); revbrstanley@ctministries.org
Subject: Stanley Ranches
Attachments: Stanley Ranches_Comm Court.pdf

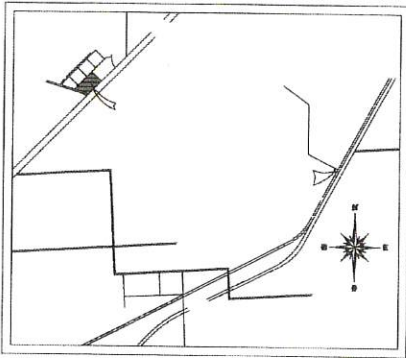
Commissioner Alfred ,

Attached is a PDF of Stanley Ranches a Plat of 9.073 Acres Being the Called West One Half of the Reserve "A" of South Fork Subdivision in Jefferson County and located on Santa Fe Trail and U.S. I-10 Frontage Road in Precinct #4. This plat is not within any ETJ and has met all the platting requirements of the Jefferson County Engineering Department.

I will be placing this plat on the Agenda for Tuesday, October 27th, 2020.
 If you have any questions please contact either Steve or myself.

Pepe Dominguez

Pepe Dominguez
 Jefferson County Engineering
 1149 Pearl 5th Floor
 Beaumont, TX 77701
 Offc. 409 835-8584
 Fax. 409 835-8718
 email: peped@co.jefferson.tx.us



THIS PROPERTY IS LOCATED IN "FLOOD ZONES "A" AND "A-E" (AREAS OF 100 YEAR FLOOD; BASE FLOOD ELEVATION IS 18.0) (AREAS OF MINIMAL FLOODING) AS INDICATED ON THE FEMA FLOOD INSURANCE RATE MAP PANEL 480386 0240 C AND DATED AUGUST 6, 2002. THE UNDERSIGNED SURVEYOR DOES NOT WARRANT OR SUBSCRIBE TO THE ACCURACY OR SCALE OF FLOOD ZONE INFORMATION SHOWN OR STATED HEREON WHICH IS DERIVED FROM THE ABOVE REFERENCED RATE MAP.

| TYPE OF FACILITY | Usage Rate - G.P.D. (without water saving devices) | Required Clear Area for C&SF (in Square Feet) | Usage Rate - G.P.D. (with water saving devices) | Required Clear Area for C&SF (in Square Feet) |
|---|--|---|---|---|
| Single Family (1-2 Bedrooms) less than 1500 sq. ft. | 225 | 6428 | 180 | 5143 |
| Single Family (3 Bedrooms) less than 2500 sq. ft. | 300 | 8771 | 240 | 6871 |
| Single Family (4 Bedrooms) less than 3500 sq. ft. | 375 | 10714 | 300 | 8571 |
| Single Family (5 Bedrooms) less than 4500 sq. ft. | 450 | 12857 | 360 | 10286 |
| Single Family (6 Bedrooms) less than 5500 sq. ft. | 525 | 15000 | 420 | 12000 |

STANLEY RANCHES

FIELD NOTES DESCRIBING AN 9.073 ACRE TRACT OF LAND LYING IN THE T. & N. O. R.R. SECTION NO. 86, (JESSIE JORDAN SURVEY), ABSTRACT NO. 750, BEING THE CALLED WEST ONE HALF OF RESERVE TRACT "A" IN THE SOUTH FORK SUBDIVISION RECORDED IN VOLUME XXX PAGE XXX OF THE MAP RECORDS OF JEFFERSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL OF THE HORIZONTAL CONTROL IS REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83/86, SOUTH CENTRAL ZONE.

BEGINNING AT AN IRON PIPE FOUND MARKING THE SOUTHWEST CORNER OF RESERVE "A" OF THE SOUTH FORK SUBDIVISION TO JEFFERSON COUNTY, BEING IN THE EASTERLY LINE OF SANTE FE TRAIL AND AT THE SOUTHEAST CORNER OF LOT 48 OF THE SAID SUBDIVISION.

THENCE NORTH 44°34'30" EAST ALONG AND WITH THE SOUTHERLY LINE OF LOTS 48, 47 & 46 AND THE NORTHERLY LINE OF RESERVE TRACT "A" AND THIS TRACT FOR A DISTANCE OF 910.43 FEET TO A FENCE CORNER AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE SOUTHWEST CORNER OF THE EAST ONE HALF OF RESERVE "A".

THENCE SOUTH 45°18'51" EAST ALONG AND WITH THE WESTERLY LINE OF THE EASTERLY ONE HALF AND THE EASTERLY LINE OF RESERVE "A" FOR A DISTANCE OF 800.21 FEET TO AN IRON PIPE FOUND AT THE SOUTHEAST CORNER OF THE EAST ONE HALF OF RESERVE "A" AND THE NORTHEAST CORNER OF THE WEST ONE HALF OF RESERVE "A" IN THE SOUTHERLY LINE OF RESERVE "A" AND IN THE NORTHERLY LINE OF INTERSTATE HIGHWAY NO. 10.

THENCE SOUTH 44°34'30" WEST ALONG THE SOUTHERLY LINE OF RESERVE "A" AND THE NORTHERLY LINE OF INTERSTATE 10 FOR A DISTANCE OF 714.28 FEET TO AN IRON ROD WITH CAP SET FOR THE SOUTHEAST CORNER OF RESERVE "A" AND THE SOUTHEAST CORNER OF THIS TRACT IN THE EASTERLY LINE OF SANTE FE TRAIL, BEING IN A CURVE.

THENCE ALONG THE EASTERLY LINE OF THE SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27°42'48" AND A RADIUS OF 508.21 FEET FOR AN ARC DISTANCE OF 245.82 FEET TO AN IRON ROD AT THE P.T. OF THE SAID CURVE. THE CHORD OF SAID CURVE BEARS NORTH 58°09'53" WEST FOR A DISTANCE OF 243.43 FEET.

THENCE NORTH 72°56'34" WEST ALONG WITH THE SOUTHERLY LINE OF RESERVE "A" AND THE NORTHERLY LINE OF SANTE FE TRAIL FOR A DISTANCE OF 297.31 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, CONTAINING 9.073 ACRES, MORE OR LESS.

STATE OF TEXAS
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS THE
DAY OF _____, 2020, AUTHORIZING THE FILING FOR RECORD OF THIS
PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR MAINTENANCE OF
STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO.1
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO.2
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO.3
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO.4
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF JEFFERSON

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO
HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS
CERTIFICATE OF AUTHENTICATION WAS FILED IN MY OFFICE ON THE _____ DAY OF
_____, 20____, AT _____ O'CLOCK _____ M., AND DULY RECORDED ON THE
_____, 20____, AT _____ O'CLOCK _____ M., IN THE PLAT
RECORDS OF JEFFERSON COUNTY, TEXAS, IN BOOK _____, PAGE _____.

COUNTY CLERK
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOWN ALL MEN BY THESE PRESENTS, THAT I, REVEREND BILLY STANLEY, OWNER
OF 9.073 ACRES OF LAND BEING THE CALLED WEST ONE-HALF OF THE RESERVE "A"
LYING IN THE T. & N. O. R.R. SURVEY, NO. 86 (JESSIE JORDAN SURVEY), ABSTRACT NO.
750, IN JEFFERSON COUNTY, TEXAS AS CONVEYED TO ME PER THE MAP OR PLAT OF
SOUTH FORK SUBDIVISION AND SHOWN HEREON, SUBJECT TO ANY AND ALL
EASEMENTS OR RESTRICTIONS HERETO FORFE GRANTED AND DO HEREBY DEDICATE
TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS 19th DAY OF October, 2020

Rev. Billy Stanley
REVEREND BILLY STANLEY

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED
REVEREND STANLEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS
SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THE
SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN
STATED.

GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE THIS 19th DAY OF
October, 2020

Ronney J. Nedd
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS



I, _____, DIRECTOR OF ENGINEERING OF JEFFERSON COUNTY,
DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL
EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE
COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

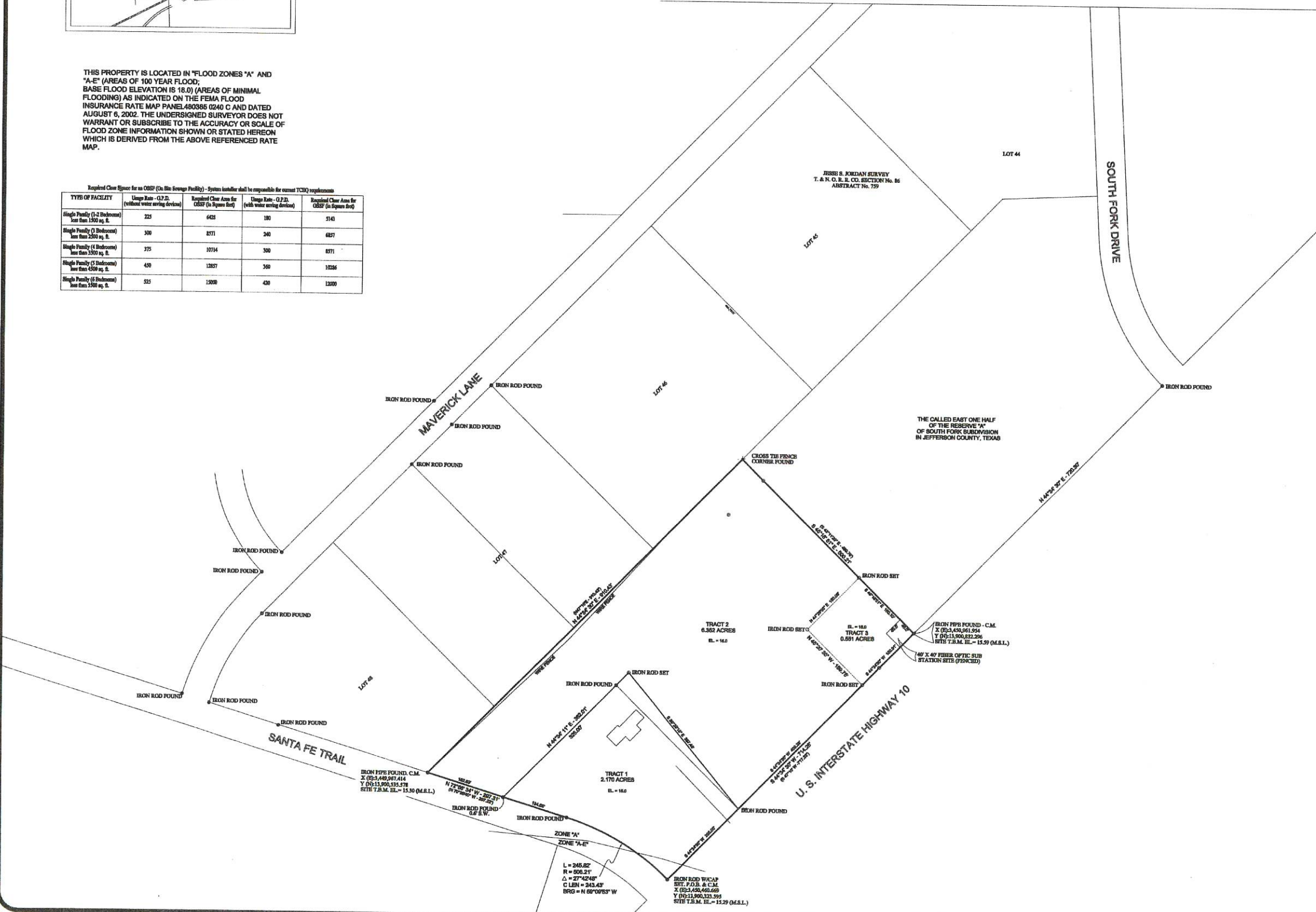
DIRECTOR OF ENGINEERING

I, STEVEN RAY BOUCHER, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE
STATE OF TEXAS CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL
SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND
THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN
ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

Steven Ray Boucher
STEVEN RAY BOUCHER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5056



Survey Plat Showing
STANLEY RANCHES
A PLAT OF 9.073 ACRES
BEING THE CALLED WEST ONE HALF
OF THE RESERVE "A"
OF SOUTH FORK SUBDIVISION
IN JEFFERSON COUNTY, TEXAS
AS PER THE MAP RECORDS
OF JEFFERSON COUNTY, TEXAS
LYING IN THE
T. & N. O. R.R. SECTION NO. 86
(JESSIE JORDAN SURVEY)
ABSTRACT NO. 750
JEFFERSON CO., TEXAS
JULY 3, 2020



October 8, 2020

Jefferson County Commissioners' Court
1149 Pearl Street
Beaumont, Texas 77701

Honorable Judge Jeff Branick and Commissioners' Court:

On behalf of the Southeast Texas Government Employee Benefits Pool Board of Trustees, I am pleased to present 2021 renewal rates for your current employee benefits through the risk pool. We are proud of the partnerships we have developed with the groups in the pool and are determined to continue to meet your employees' needs for high quality benefits while managing costs.

MEDICAL PLAN OPTIONS

The following rates reflect a no increase for Active Employees for 2021. Network and Claims' Administration Services will be provided by United Healthcare and Pharmacy Benefit Management services will be provided by Express Scripts. Jefferson County currently offers Plan 333 to its active employees.

| | UHC Medical Plan 333 (Active Employees) |
|------------------------------|--|
| Employee only | \$726.35 |
| Employee & Spouse | \$1,671.06 |
| Employee & Child | \$1,471.25 |
| Family | \$1,915.79 |

The following rates reflect a no increase for Retirees under 65 years of age for 2021 Network and Claims' Administration Services will be provided by United Healthcare and Pharmacy Benefit Management services will be provided by Express Scripts. Jefferson County currently offers Plan 333 to its retirees under 65 years of age.

| | UHC Medical Plan 333 (Retirees Under 65) |
|-----------------------------|---|
| Retiree only | \$1,272.83 |
| Retiree & Spouse | \$2,928.25 |
| Retiree & Child | \$2,578.16 |
| Family | \$3,357.15 |
| Spouse Only | \$1,655.42 |
| Child Only | \$1,305.33 |

Jefferson County
Page 2

DENTAL PLAN OPTIONS

The following rates reflect no increase for 2021. Network and Claims' Administration Services will be provided by United Healthcare.

| | Dental High Plan | Dental Basic Plan |
|------------------------------|-----------------------------|------------------------------|
| Employee only | \$30.72 | \$20.62 |
| Employee & Child | \$66.23 | \$43.11 |
| Employee & Spouse | \$66.23 | \$43.11 |
| Family | \$112.60 | \$66.58 |

LIFE INSURANCE AND LONG TERM DISABILITY INSURANCE

Basic Life, Supplemental Life and Long Term Disability rates will not change for 2021.

Age 65 & Over Retiree Benefits

There is a 3% overall rate increase for the Age 65 & Over Retiree Benefits offered through Group Administrative Concepts, which includes the Hartford Medicare Supplement and Express Scripts Medicare Part D drug coverage, for 2021. The new rate is \$347.69 per member per month.

In accordance with your Interlocal Participation Agreement, your agreement will automatically renew effective January 1, 2021, unless written notice of the intent to terminate the agreement is received sixty (60) days prior to the renewed term.

If you have any questions concerning the benefits, rate changes, or if there is anything else we can help you with, please don't hesitate to give us a call. We will be happy to assist in any way we can.

Sincerely,

Kim Isaacs

Kim Isaacs
Administrator

cc: Patrick Swain, Chairperson



INVOICE

| PAYMENT INSTRUCTIONS: DETACH AND RETURN WITH REMITTANCE TO: | |
|---|---|
| Regular Mailing Address: McGriff Lockbox Drawer 456 PO Box 11407 Birmingham, AL 35246-0456 | Overnight Mailing Address: McGriff Lockbox Attention: Lockbox Dept. Drawer 456 2090 Parkway Office Circle Birmingham, AL 35244 |

| | |
|-------------------------|-------------------------------------|
| Customer | Jefferson County |
| Acct # | 21034 |
| Date | 10/01/2020 |
| Customer Service | Johnny Fontenot Gloria Lamoureux |
| Page | 1 of 1 |

Jefferson County
215 Franklin, Suite 202
Beaumont, TX 77701-0000

| Payment Information | |
|------------------------|----------------|
| Invoice Summary | \$ 73,762.00 |
| Payment Amount | |
| Payment for: | Invoice#152740 |
| AACN1075883A002 | |

Thank You

Please detach and return with payment



Customer: Jefferson County

| Invoice | Effective | Transaction | Description | Amount |
|---------|------------|--------------|---|-----------|
| 152740 | 10/21/2020 | Renew policy | Policy #AACN1075883A002 10/21/2020-10/21/2021 CHUBB & SON, INC. / ACE AMERICAN INSURANCE CO Aviation Rotorwing (H&L) - Renew policy | 73,762.00 |

| | | | |
|--|--|--|--------------|
| | | | Total |
| | | | \$ 73,762.00 |

Thank You

Please pay by invoice. Premiums are due and payable upon receipt or on the effective date whichever is later. Thank you!

| | | | |
|---|--|---------------|-------------|
| McGriff, Seibels & Williams, Inc. 2211 7th Ave South Birmingham, AL 35233 | | (205)252-9871 | Date |
| | | | 10/01/2020 |



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 27th day of October, 2020, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following RESOLUTION was adopted:

WHEREAS, Damian James Dauphine has devoted 32 years of his life to the service of the citizens of Jefferson County; and,

WHEREAS, Damian Dauphine was hired in 1988 as a Road & Bridge Maintenance Worker for Jefferson County Precinct 2 Road & Bridge Office working for then Commissioner Jim Smith; and,

WHEREAS, In 1999, Damian Dauphine was a designated a Senior Equipment Operator under then Commissioner Mark Domingue; and,

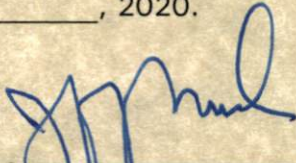
WHEREAS, Damian Dauphine continued his dedicated talents and services to help maintain a productive and safe Road & Bridge Precinct crew under Commissioner Brent Weaver; and

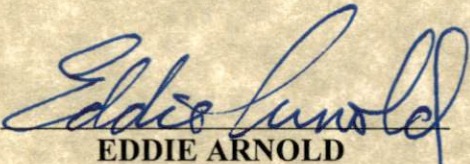
WHEREAS, in 2020 after 32 years of service; Damian Dauphine has contributed to the success of the Jefferson County Road & Bridge Precinct 2 services provided to the Citizens; and,


WHEREAS, Damian Dauphine will be missed, but we are happy for him as he will have more time to pursue other interests and most importantly time with his family; and,

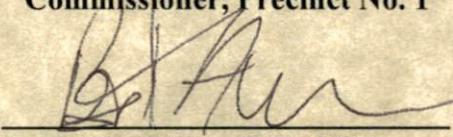
NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, Texas does hereby honor and commend **Damain Dauphine** for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.


SIGNED this 27 day of October, 2020.


JEFF R. BRANICK
County Judge


EDDIE ARNOLD
Commissioner, Precinct No. 1


MICHEAL S. SINEGAL
Commissioner, Precinct No. 3


BRENT A. WEAVER
Commissioner, Precinct No. 2


EVERETTE D. ALFRED
Commissioner, Precinct No. 4



Special, October 27, 2020

There being no further business to come before the Court at this time,
same is now here adjourned on this date, October 27, 2020