

SPECIAL, 7/6/2021 10:30:00 AM

BE IT REMEMBERED that on July 06, 2021, 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 Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Shauberger

Honorable Theresa Goodness , County Clerk

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

Notice of Meeting and Agenda and Minutes
July 06, 2021

Jeff R. Branick, County Judge
 Vernon Pierce, Commissioner, Precinct One
 Darrell Bush, 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
 July 06, 2021**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **06th** day of **July 2021** 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/commmlink.htm Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: #The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Darrell Bush, Commissioner, Precinct Two

PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three

PURCHASING:

1. Consider and approve specifications for Invitation for Bid (IFB 21-049/YS), On Call Court Reporting and Transcription.

SEE ATTACHMENTS ON PAGES 9 - 57

Motion by: Commissioner Bush

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

2. Consider and approve award for Request for Proposals (RFP 21-027/YS), Lease of Properties Acquired as a Result of Buy Out; as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 58 - 58

Motion by: Commissioner Bush

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

3. Consider and approve a contract renewal for (IFB 19-030/YS), Term Contract for Inmate Clothing and Supplies for Jefferson County with Acme Supply Co., Ltd., Bob Barker Company, Carolina Textiles, Charm-Tex, Green Mountain Knitting, ICS Jail Supplies, Inc., and Victory Supply, LLC for a second one (1) year renewal from July 13, 2021 through July 12, 2022.

Motion by: Commissioner Bush

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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4. Consider and approve, execute, receive and file a purchase agreement for the purchase of fifty (50) burial spaces in accordance with (IFB 18-036/YS), Term Contract for Indigent Burial Plots for Jefferson County with Claybar Haven of Rest Cemetery. The purchase price is \$305.00 each for a total of \$15,250.00.

SEE ATTACHMENTS ON PAGES 59 - 61

Motion by: Commissioner Bush

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

5. Consider and possibly approve Selection Review Committee consisting of: Allison Getz, Charlie Hallmark, Fred Jackson, Alex Rupp, and Patrick Swain to continue to review responses received for current and future Community Development Block Grant-Disaster Recovery projects; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

Motion by: Commissioner Bush

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 62 - 63

Motion by: Commissioner Bush

Second by: Commissioner Pierce

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

7. Consider and approve budget transfer - General Services - additional cost due to increase retirements.

120-1024-419-1099	TERMINATION ALLOWANCE	\$125,000.00	
120-1024-419-2001	F.I.C.A. EXPENSE	\$10,000.00	
120-1024-419-2002	EMPLOYEES' RETIREMENT	\$25,000.00	
120-1024-419-5035	APPRAISAL		\$125,000.00

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120-1024-419-5074	INDEPENDENT AUDITOR FEES		\$10,000.00
120-1024-419-5077	CONTRACTUAL SERVICE		\$25,000.00

SEE ATTACHMENTS ON PAGES 64 - 64

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

8. Consider and approve budget transfer - 136th District Court - purchase of laptop.

120-2035-412-6002	COMPUTER EQUIPMENT	\$1,531.00	
120-2035-412-2003	EMPLOYEES' INSURANCE		\$1,531.00

SEE ATTACHMENTS ON PAGES 65 - 70

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

9. Consider and approve budget transfer - Constable Pct.1 - additional cost for vacation pay & extra help.

120-3065-425-1005	EXTRA HELP	\$5,900.00	
120-3065-425-1097	HOLIDAY PAY	\$1,000.00	
120-3065-425-3084	MINOR EQUIPMENT		\$1,000.00
120-3065-425-1098	OVERTIME ALLOWANCE		\$1,500.00
120-3065-425-3017	CLOTHING		\$900.00
120-3065-425-5062	TRAVEL EXPENSE		\$1,000.00
120-3065-425-6007	AUTOMOBILES		\$2,500.00

SEE ATTACHMENTS ON PAGES 71 - 71

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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10. Consider and approve total electronic disbursement for \$4,173,850.00 to The Bank of New York Mellon for principal and interest payments for the Refunding Bond Series 2012.

SEE ATTACHMENTS ON PAGES 72 - 72

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

11. Consider and approve total electronic disbursement for \$798,450.00 to BOK Financial for principal and interest payments for the Certificates of Obligation Bond Series 2019.

SEE ATTACHMENTS ON PAGES 73 - 73

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

12. Consider and approve electronic disbursement for \$1,846.56 to Texas Department of Criminal Justice for July insurance reimbursement.

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

13. Consider and authorize the County Judge to execute an amended Texas Safety Program Grant Agreement with the State of Texas for the STEP Comprehensive Program for the period 10/01/2020 to 09/30/2021.

SEE ATTACHMENTS ON PAGES 74 - 104

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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14. Receive update on American Rescue Plan Act funding for Jefferson County.

SEE ATTACHMENTS ON PAGES 105 - 106

Motion by: Commissioner Alfred

Second by: Commissioner Bush

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

15. Regular County Bills – check #484093 through check #484297.

SEE ATTACHMENTS ON PAGES 107 - 114

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY CLERK:

16. Consider and possibly approve, execute, receive and file a Joint Election Agreement and Election Services Contract between Jefferson County and the City of Groves for the election to be held on November 2, 2021.

SEE ATTACHMENTS ON PAGES 115 - 128

Motion by: Commissioner Alfred

Second by: Commissioner Bush

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY COMMISSIONERS:

17. Receive and file executed Contract for Independent Contractor Physician as supervising physician for the Jefferson County Employee Health Department.

SEE ATTACHMENTS ON PAGES 129 - 131

Motion by: Commissioner Pierce

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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18. Consider, possibly approve, receive and file the annual audit report of Jefferson County Emergency Service District No. 3 Pursuant to Section 775.082.

SEE ATTACHMENTS ON PAGES 132 - 169

Motion by: Commissioner Pierce

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

19. Consider, possibly approve, receive and file the annual audit report of Jefferson County Emergency Service District No. 4 Pursuant to Section 775.082.

SEE ATTACHMENTS ON PAGES 170 - 204

Motion by: Commissioner Pierce

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

ADDENDUMS

20. Consider, possibly approve, authorize the County Judge to execute, receive and file Certification of Pre-Construction Approvals for TxCDBG contract 7217240.

SEE ATTACHMENTS ON PAGES 205 - 206

Motion by: Commissioner Pierce

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, 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

LEGAL NOTICE

Advertisement for Invitation for Bids

July 6, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for **IFB 21-049/YS, On Call Court Reporting and Transcription**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: On Call Court Reporting and Transcription
BID NO: IFB 21-049/YS
DUE DATE/TIME: 11:00 AM CT, Wednesday, August 11, 2021
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us

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

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

Respondents are strongly encouraged to carefully read the entire invitation.

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – July 7, 2021 and July 14, 2021
 The Examiner – July 8, 2021

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Bid Submissions:

Bidder is responsible for submitting: One (1) original and three (3) bid 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. <https://www.co.jefferson.tx.us/Purchasing/>

Instructions to Bidders

1. Bid Submission

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

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

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

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

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

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

Bidder is responsible for submitting:

▪ **One (1) Original Bid Copy and (3) Numbered Bid 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 check for any addenda and/or additional instructions that 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/>

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

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

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

3. Courthouse Security

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

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 wear a mask within the courthouse.

Bidders are strongly urged to plan accordingly.

4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

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

5. Signatures

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

6. County Holidays – 2021:

January 18, 2021	Martin Luther King, Jr. Day	Monday
February 15, 2021	President's Day	Monday
April 2, 2021	Good Friday	Friday
May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

7. Rejection or Withdrawal

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

8. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If

contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

9. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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

10. Contract

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

11. Waiver of Subrogation

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

12. Fiscal Funding

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

13. Bid Results

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

14. Changes and Addenda to Bid Documents

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

15. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate.

All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

16. Delivery

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

17. Interpretation of Bid and/or Contract Documents

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

18. Currency

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

19. Pricing

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

20. Notice to Proceed/Purchase Order

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

21. Certification

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

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

22. Definitions

“County” – Jefferson County, Texas.

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

23. Minority-Women Business Enterprise Participation

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

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

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

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

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

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

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

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

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

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

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

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

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will

be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

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

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

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Change Order. No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract

will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

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

4.4 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies

which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

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

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

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

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

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

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

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

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

Federal Emergency Management Agency (FEMA) MANDATED CONTRACT PROVISIONS

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 FEMA 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 FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

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 FEMA 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 non-discrimination 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 sub-contract 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. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback 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 FEMA.

iii. 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").

COMPLIANCE WITH THE 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. COPELAND ANTI-KICKBACK ACT

a. **Standard.** Recipient and subrecipient contracts must 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").

b. **Applicability.** This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. **Requirements.** If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report 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.

COMPLIANCE WITH THE 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 FEMA 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

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: 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 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 FEMA 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 non-profit 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

a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of \$150,000 under a federal grant.

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 the County/Grant Administration Firm Acting on Behalf of the 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 agrees that the County/Grant Administration Firm Acting on Behalf of the 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.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

c. Requirements.

i. 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(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

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 the County. 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 the 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

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18. 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.

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this 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 FEMA Administrator or their 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, the 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.

2. 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.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a 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.

"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."

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

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA 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, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the 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.

"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."

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

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a

provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

“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.”

Special Requirements/Instructions

The following requirements and instructions **supersede** General Requirements where applicable.

1. Bid Requirement

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

Bidder is responsible for submitting:

One (1) Original Bid Copy and (3) Numbered Bid 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 check for any addenda and/or additional instructions that have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

All bids shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED BID."

The outside of the envelope or box shall also include: Bid Number, Bid Name, Bid Due Date, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

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

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

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

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

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

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

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

FORM 1295 Exemptions:

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

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

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

4. **Multiple Vendor Award**

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

5. **Delivery**

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

6. **Payment**

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

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

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

7. Usage Reports

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

8. Insurance

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

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

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

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

Minimum Insurance Requirements:

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

Excess Liability \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

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

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

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

- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.
- 9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications **supersede** General Requirements where applicable. Contact Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 21-049/YS.

Scope

The purpose of this invitation for bids (IFB) is to obtain bids from qualified vendors to provide court reporting and transcription service for Jefferson County Mental Hearings.

Description of Goods

- A. The successful Bidder shall provide court reporting and/or transcription services on an "as needed" basis as set forth in this part (Minimum Specifications) of the IFB. The Successful Bidder shall record and/or transcribe meetings and hearings, including but not limited to Jefferson County Mental Hearings.
- B. Upon request of Jefferson County Judge, the Successful Bidder shall transcribe proceedings recorded on tape or CD for which the Successful Bidder has not been directed to report with the understanding that the Successful Bidder cannot certify their verbatim correctness.
- C. While most of the meetings, hearings, and proceedings for which the specified goods and/or services will be required, are held in the Medical Center of Southeast Texas and/or Baptist Behavioral Center in Beaumont, the Successful Bidder may be required to travel to other locations within the County of Jefferson.

Notice Requirements

- A. Jefferson County, County Judges Department, shall provide notice to the Successful Bidder via email of any proceeding for which court reporting services are requested under any contract resulting from this IFB. If Jefferson County's e-mail system is not available, Jefferson County will provide notice via telephone, and such telephone notice will be documented via email when available, including the time and place of commencement of any particular proceeding, or of the fact of cancellation of such proceeding. **(Please note that notice of required services is often issued at 8:00AM for services required at 9:30 AM or 1:30 PM the SAME DAY)**
- B. The Successful Bidder shall confirm with The Jefferson County Judges Department, by Nine o'clock (for 9:30 hearings) or noon for 1:30 hearings) the day of any proceeding scheduled, either in person or via telephone, the date, time, and location of each proceeding for which court reporting services have been requested. Jefferson County will provide phone contact information for making such confirmation to the Successful Bidder following contract award. The Successful Bidder shall not use voicemail or email to confirm the proceeding information.
- C. The Successful Bidder shall notify Jefferson County, County Judges Department, within three (3) business days of any proceeding involving Jefferson County Mental Hearings for which transcription services have been requested by any interested/third party.
- D. The Successful Bidder shall provide Jefferson County, County Judges Department, written notification within three (3) business days of any changes to the Successful Bidder's information involving company address or personnel assigned to the Jefferson County account.

Failure to Appear

- A. If, after confirmation as required above, the Successful Bidder fails to appear at least thirty (30) minutes before the time and at the place specified for the meeting, hearing, or other proceeding, Jefferson County may call a substitute court reporter, and the Successful Bidder shall be responsible for payment of all charges billed by the substitute in excess of the charges authorized under this contract resulting from this IFB. If the substitute arrives before the proceeding begins, Jefferson County will not assess liquidated damages against the Successful Bidder. If the Successful Bidder arranges for a substitute reporter, the Successful Bidder must provide advanced notice to Jefferson County, County Judges Department, via telephone no less than one (1) hour prior to the time of the meeting, hearing, or other proceeding. The Successful Bidder shall not use email or voicemail to provide such notice.
- B. Failure to furnish court reporting services as required hereunder is subject to the assessment of liquidated damages.

- i. Liquidated Damages: The failure of the Successful Bidder to furnish a court reporting service as required under any contract resulting from this IFB may result in the assessment of liquidated damages in the amount of up to \$100.00 for each incident until any required reporting service is furnished by the Successful Bidder and accepted by Jefferson County, County Judges Department. Such liquidated damages may assessed in addition to any charges to be paid by the Successful Bidder for any substitute as provided, in the event of a failure to furnish reporting services or any other applicable liquidated damages.

Transcripts

- A. For Jefferson County, for the meeting, hearing, or other proceeding which court reporting services are requested, the Successful Bidder shall furnish to Jefferson County, County Judges Department two (2) hard copies (one (1) original and one (1) copy), one (1) CD which shall be provided in ASCII format and one (1) condensed copy and an e-transcript to Jefferson County, County Judges Department.
- B. The administration and delivery costs shall be included in the price per page.

Form of Transcripts

- A. A transcript page hereunder shall be the usual court reporting page with 25 numbered lines, double spaced on 8.5"x11" paper. Pages shall be filled as much as possible, but it is recognized that in instances where several typesets work on one transcript, short pages will occur and will be numbered and billed for when page contains ten or more lines, in accordance with the usual and customary industry practice. All pages shall be numbered consecutively. At each point in a proceeding in which a witness change occurs or a recess is taken, the time of such occurrence will be noted on the page. The outside cover of the transcript shall be folded so that no transcript fasteners are visible from the outside of the transcript.
- B. Each transcript must include a table of contents, a word index and an exhibit index. The table of contents shall give the name of each speaker and state whether the speech is in direct examination, cross-examination, clarifying examination, final argument or otherwise, and shall give the page of the transcript on which such speech commences.

Confidential Documents

- A. The Successful Bidder shall maintain all documents and exhibits entrusted, as CONFIDENTIAL. The transcripts and testimony are to remain confidential per HIPPA and the Health and Safety code and are to be filed only in the Jefferson County Judges Department.

Stenographic Notes

- A. The Successful Bidder shall retain all stenographic Notes for not less than two (2) years.

Time of Delivery

- A. Transcripts may be requested by Jefferson County on a regular, intermediate, expedited 3-day, expedited 2-day or daily basis as defined below:
 - a. Regular Copy: Complete transcripts shall be delivered within seven (7) business days after the conclusion of the proceeding.
 - b. Intermediate Copy: Complete transcripts shall be delivered within five (5) business days after the conclusion of the proceeding.
 - c. Expedited Copy 3-day: Complete transcripts shall be delivered within three (3) business days after the conclusion of the proceeding.
 - d. Expedited Copy 2-day: Complete transcripts shall be delivered within two (2) business days after the conclusion of the proceeding.

Place of Delivery

- A. The Successful Bidder shall deliver the transcripts to the person or location specified by the requesting party.
- B. The Jefferson County Judges Department is located at 1149 Pearl St. (Fourth Floor), Beaumont, Texas 77701.

Bidder Information Form

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

Bid Number & Name: IFB 21-049/YS, On Call Court Reporting and Transcription

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

Bidder: Complete & Return this Form with Offer.

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:

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Company Name	For clarification of this offer, contact:
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Address	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Name
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between; width: 100%;"> City State Zip </div>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between; width: 100%;"> Phone Fax </div>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature of Person Authorized to Sign	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> E-mail
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Printed Name	
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Title	

Bidder: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: On Call Court Reporting and Transcription
Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 21-049/YS, Term Contract for On Call Court Reporting and Transcription. 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:

Theresa Goodness
Interim County Clerk

Bidder: Complete & Return this Form with Offer.

Bid Form

Description	Unit	Unit Price
Court Reporter Hourly Rate	Per Hour	
Regular Copy: Complete transcripts shall be delivered within seven (7) business days after the conclusion of the proceeding	Per Page	
Intermediate Copy: Complete transcripts shall be delivered within five (5) business days after the conclusion of the proceeding	Per Page	
Expedited Copy 3-day: Complete transcripts shall be delivered within three (3) business days after the conclusion of the proceeding	Per Page	
Expedited Copy 2-day: Complete transcripts shall be delivered within two (2) business days after the conclusion of the proceeding	Per Page	
Additional copies of transcriptions	Per Copy	
Condensed copies of transcriptions	Per Copy	
Additional copies of exhibits	Per Copy	
Condensed copies of exhibits	Per Copy	
Transcription shall be provided on CD. Transcription shall be provided in ASCII format	Per CD	
Minimum reporting fee (half day ending no later than 12:30PM or begins no earlier than (1:00PM) This fee is a minimum fee and does not apply when the transcript charges exceed specified minimum.	Half Day	
Minimum reporting fee (full day)	Full Day	
Tape/ CD transcription regular copy: transcripts shall be delivered within seven (7) business days after the date of the transcription request.	Per Page	
Tape/ CD transcription intermediate copy: transcripts shall be delivered within five (5) business days after the date of the transcription request.	Per Page	
Tape/ CD transcription intermediate copy: transcripts shall be delivered within three (3) business days after the date of the transcription request	Per Page	
Tape/ CD transcription intermediate copy: transcripts shall be delivered within two (2) business days after the date of the transcription request	Per Page	

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder: Complete & Return this Form with Offer.

Vendor References Form

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Bidder: Complete & Return this Form with Offer.

Signature Page

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

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

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

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

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

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

Bidder: Complete & Return this Form with Offer.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official *(Please Print)*

Date

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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 <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
1 Name of vendor who has a business relationship with local governmental entity. <div style="border: 1px solid black; height: 30px; width: 100%;"></div>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 200px; margin: 0 auto;"></div> <p style="margin: 0;">Name of Officer</p> </div> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>		
4 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;"> <div style="border-bottom: 1px solid black; width: 100%; margin: 0 auto;"></div> <p style="font-size: small; margin: 0;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: center;"> <div style="border-bottom: 1px solid black; width: 100%; margin: 0 auto;"></div> <p style="font-size: small; margin: 0;">Date</p> </div> </div>		

Adopted 8/7/2015

Bidder: Complete & Return this 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 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).		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
(attach additional forms as necessary)		
6 AFFIDAVIT		
<p>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>		
_____ Signature of Local Government Officer		
AFFIX NOTARY STAMP / SEAL ABOVE		
Sworn to and subscribed before me, by the said _____, this the _____ day		
of _____, 20 _____, to certify which, witness my hand and seal of office.		

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath

Adopted 8/7/2015

Note: This Form is for Office Use Only.

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 contact 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: Complete & Return this Form with Offer.

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

This information must be submitted with your bid.

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

☐ Yes ☐ No

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

Contractor Name: _____ HUB: p Yes p No

Address: _____

Street	City	State	Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
---	-----------------------------	------

Printed Name of HUB	Signature of Representative	Date
---------------------	-----------------------------	------

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

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

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____

Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

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

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity):

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

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

Description of Subcontract Work to be Performed:

Bidder: Complete & Return this 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: Complete & Return this 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: Complete & Return this 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: Complete & Return this Form with Offer.

Senate Bill 252 Certification

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder: Complete & Return this Form with Offer.

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

foregoing on behalf of the said _____.
(name of firm)

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20____.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

ATTACHMENT A

RFP 21-027/YS

Lease of Properties Acquired as a Result of Buy Out

Opening Date: Wednesday, June 16, 2021

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Annual Lease Amount in Dollars	Proposer
5	147	1291	Hillebrandt	Beaumont, TX	77705	Lot 38, Block 1, Hillebrandt Acres Abstract 26 Tract 119 M Grange Abstract 029250	29.93041	-94.11799	\$50.00	William Dean Stratton 13374 Maverick Lane Hamshire TX 77622 (409)659-6428 williamdeanstratton64@gmail.com
26	37	11309	Country Lane Rd	Beaumont, TX	77705	7 5 Country Road Est Sect 1 Abstract 014852	29.91692	-94.09401	\$20.00	Otto S. Phillips, Jr. 19865 Big Hill Road Beaumont TX 77705 (337)802-0119 (409)728-3398 philli4@yahoo.com
27	55	11345	Country Lane Rd	Beaumont, TX	77705	6 5 Country Road Est Sect 1 Abstract 014852	29.91659	-94.09393	\$20.00	Otto S. Phillips, Jr. 19865 Big Hill Road Beaumont TX 77705 (337)802-0119 (409)728-3398 philli4@yahoo.com
29	110	11369	Country Lane Rd	Beaumont, TX	77705	Lot 5, Block 5 Country Road Estates Section 1 Abstract 014852	29.91669	-94.09578	\$20.00	Otto S. Phillips, Jr. 19865 Big Hill Road Beaumont TX 77705 (337)802-0119 (409)728-3398 philli4@yahoo.com
31	50	11506	Sweetgum Ln	Beaumont, TX	77705	8 5 Country Road Est Sect 1 Abstract 014852	29.91672	-94.09493	\$20.00	Otto S. Phillips, Jr. 19865 Big Hill Road Beaumont TX 77705 (337)802-0119 (409)728-3398 philli4@yahoo.com
37	23	11248	Kenner Rd	Beaumont, TX	77705	Lot 18 Hillebrandt Heights Unrec. Sec 3 Abst 029300	29.91804	-94.09244	\$10.00	Brenda Casinero 11254 Kenner Road Beaumont TX 77705 (903)239-1850



CLAYBAR

US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

Haven of Rest Cemetery

June 22, 2021

Crystal Jones
Jefferson County Public Health Department
1295 Pearl St.
Beaumont, TX 77701

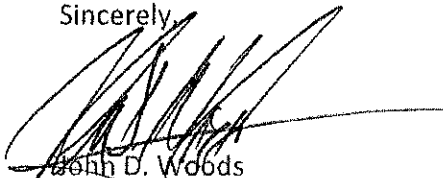
Dear Crystal,

Enclosed you will find a Purchase Agreement from Claybar Haven of Rest Cemetery for 50 indigent burial spaces at \$305.00/space; your reference #IFB 18-036/YS.

Please have Judge Branick sign the attached contract and send the contract back to me. I will assign our contract number to it once payment is received so that the check date and contract date are the same. I will then forward you a copy with our contract number on it.

Warren & I appreciate this opportunity to assist Jefferson County with its indigent burial program. Should you need anything else please call me.

Sincerely,



John D. Woods
Haven of Rest

Enclosures (3)

CONTRACT # 2021-03-???

Hillcrest Memorial Gardens, Inc

Orange Forest Lawn

Claybar Haven of Rest

Burial # _____

P.O. Box 2060

P.O. Box 2060

Cemetery & Crematory

Reference(s) # _____

4560 Hwy 87 South
Orange, Texas 77631-2060
(409) 735-71452312 Irving
Orange, Texas 77631-2060
(409) 735-7145P.O. Box 27
Hwy 90 at Green Pond Road
Beaumont, Texas 77704
(409) 892-3456

Date: _____

PURCHASE AGREEMENTI, (We), Jefferson County Public Health Dept.

#IFB 18-036/YS

Email: _____

Address: 1295 PEARL ST.BEAUMONT, TX 77701Phone #: 409-835-8530

hereby agree to purchase, subject to the provisions on the reverse side of this agreement and the rules and regulations of:

☐ Hillcrest Memorial Gardens, Inc☐ Orange Forest Lawn☒ Claybar Haven of Rest & Crematory

(Hereinafter called "The Memorial Park") the number of interment, entombment, or inurnment space in the location described and any service or merchandise as so stated at the price and terms as follows:

PROPERTY DESCRIPTIONGarden: SERENITY

Section: _____ Lot: _____ *

Block: _____ Spaces: _____ *

Section: _____ Block: _____

Block: _____ Spaces: _____

No. of Spaces _____ Square Ft _____

Mausoleum Unit _____

Crypt _____ Level _____

Special Note: If any item listed is in reference to Memorialization, Granite, Scrolls and/or Service Arrangements an appropriate "MEMORIAL ORDER" and/or "REQUEST AND AUTHORIZATION" must be completed and made part of this agreement.

PAYMENT: _____

CFH/CKW/FF CONTRACT # _____

MERCHANDISE - PROPERTY - SERVICES

Price Itemization:

QTY	ITEM DESCRIPTION	
50	A. Ground Space	\$245.96/ea
	B. Mausoleum	
	C. Niche	
	D. Discount	
	Net Property sale (A,B, or C-D)	
50	Perpetual Care	\$59.04/ea
	Deed Fee	
	Liner Installation Fee	
	Opening & Closing	
	E. Memorial	
	Memorial Installation Fee	
	F. Granite Base	
	G. Memorial Discount	
	Net Memorial Sales (E or F-G)	
	Sales Tax	
	TOTAL PRICE (target)	
	Allowance(s)	
	Other Applicable Discounts	
	ADJUSTED SALES PRICE	\$15,520.00

Theresa Goodness
Interim County Clerk

\$15,250.00

Notations: * SEE SEPARATE ATTACHMENT FOR LOT, BLOCK & SPACE DESCRIPTIONS.

CREDITOR-SELLER:		HILLCREST MEMORIAL GARDENS, INC		
ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)	FINANCE CHARGE (The dollar amount the credit will cost you)	AMOUNT FINANCED (The amount of credit provided to You or on your behalf)	TOTAL OF PAYMENTS (The amount You will have paid after You have made all payments as scheduled)	TOTAL SALE PRICE (The total cost of your purchase on credit including your down payment of)
0.00 %	0.00 %	\$	\$	\$
Your payment schedule is:				
Number of payments	Amount of payments	When payments are due		
	\$	Beginning until paid in full		
0	\$ 0.00	N/A		
	\$			
PREPAYMENT: If You pay off early, You will not have to pay a penalty.				
ADDITIONAL INFORMATION: See your contract documents for information about nonpayment, default, the right to accelerate, and the requirement for payment in full before delivery of contracted goods and services by the Seller.				

RIGHTS OF PURCHASER AND SELLER

Buyer is entitled to and acknowledges receipt of a copy of this agreement and the Notice of Cancellation (on reverse side of contract) at the time Buyer(s) sign(s) this agreement. All parties have read and understand the terms and provisions of this agreement and all parties hereunder and when signed by the purchaser and signed by and accepted by an Executive Officer of "The Memorial Park" this agreement shall become effective and shall be binding on the parties hereto, their heirs, personal representatives and successors subject to the right of cancellation described hereafter. This agreement contains a complete agreement between the parties and no agent or representative has any authority to modify, add to or change the terms or conditions set forth herein. 1. Do not sign this contract before you read it or if it has any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law you have the right, among others, to pay in advance the unpaid balance due under this contract and to obtain under certain conditions a partial refund of the Finance Charge.

I (We) have read this contract, including the back, and received a copy of the agreement IN WITNESS WHEREOF, the Buyer has executed

this 12th day of July, 2021Buyer [Signature]

FSA

Issue Deed to Jefferson County Public Health Dept.Accepted By [Signature]



CLAYBAR

US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

Haven of Rest Cemetery

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT INDIGENT BURIAL PROGRAM

#IFB 18-036/YS

June 22, 2021

50 Burial Space Purchase Proposal

<u>Garden</u>	<u>Lot</u>	<u>Block</u>	<u>Space #'s</u>	<u># of Spaces</u>
Serenity	57	D	1,2,3,4	4
Serenity	58	B	1,2,3,4	4
Serenity	58	D	1,2,3,4	4
Serenity	59	B	1,2,3,4	4
Serenity	59	D	1,2,3,4	4
Serenity	60	B	1,2,3,4	4
Serenity	60	D	1,2,3,4	4
Serenity	61	B	1,2,3,4	4
Serenity	61	D	1,2,3,4	4
Serenity	62	B	1,2,3,4	4
Serenity	62	D	1,2,3,4	4
Serenity	63	B	1,2,3,4	4
Serenity	63	D	1,2	2
				50



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in black ink, appearing to be "dc", with a horizontal line underneath.

Date: July 1, 2021

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

July 6, 2021

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AIRPORT	LOGITECH ORBIT 420 ID CAMERA		29305
<i>contact person: Becky Fuselier</i>			
CONSTABLE PCT. 1	IBM 1500 LEXMARK TYPEWRITER		26440
<i>contact person: Kristin Thibeaux</i>			
CORRECTIONAL FACILITY	GATEWAY MONITOR	MSX6A 50N 030607	
CORRECTIONAL FACILITY	IBM 4230 PRINTER		18472
CORRECTIONAL FACILITY	GATEWAY MONITOR	MW87A BOH 02133	
CORRECTIONAL FACILITY	ACER MONITOR	95102960340	
<i>contact person: Mistey Reeves</i>			
DISTRICT CLERK	DESK		
DISTRICT CLERK	LEGAL FILING CABINET		
<i>contact person: Tina Clubb</i>			
PRINTING	BURGUNDY HIGH BACK CHAIR		31109
<i>contact person: Kevin Bass</i>			
SHERIFF	WOOD DESK		
<i>contact person: Major Jeff Chadney</i>			
TAX OFFICE - PORT ARTHUR	DESK TABLE		
TAX OFFICE - PORT ARTHUR	ROLLING FILE CABINET		
<i>contact person: Elisha Montiel</i>			

Approved by Commissioners' Court: _____

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: JULY 1, 2021

The following budget transfer for General Services is necessary for additional funding for Termination due to increase in retirements of employees.

120-1024-419-1099	Termination Allowance	\$125,000
120-1024-419-2001	FICA	\$ 10,000
120-1024-419-2002	Employees Retirement	\$ 25,000
120-1024-419-5035	Appraisals	\$125,000
120-1024-419-5074	Independent Auditor Fee	\$ 10,000
120-1024-419-5077	Contractual Services	\$ 25,000

136th District Court

Memo

To: Fran Lee
Auditing

From: Judge Baylor Wortham, 136th District Court

Date: June 25, 2021

Re: Request for Budget Transfer of Funds
Account: 120-2035-412

Dear Fran:

In order to take care of immediate needs, I would like to transfer funds from other areas. Please transfer the following funds into our Capital – Computer Equipment account (120-2035-412-6002):

120-2035-412-2003	Employees' Insurance	\$1,531.00
TOTAL		\$1,531.00

These funds will be used for a laptop (invoice attached).

Should you have any questions, please do not hesitate to contact my office.

Baylor Wortham



Pricing Proposal
 Quotation #: 20568227
 Created On: 6/4/2021
 Valid Until: 6/30/2021

County of JEFFERSON

Vanessa Lachney

1149 Pearl Street 6th Floor
 Beaumont, TX 77701
 United States
 Phone: (409) 835-8447
 Fax: (409) 839-2388
 Email: vlachney@co.jefferson.tx.us

Inside Account Manager

Brett Yajcaji

SHI Government Solutions
 3828 Pecana Trail
 Austin, TX 78749
 Send PO to: Texas@shi.com
 Phone: 732-652-0255
 Fax:
 Email: Brett_Yajcaji@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Office 2019 Sngl MVL 1License Microsoft - Part#: 021-10626 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	1	\$263.58	\$263.58
			Subtotal \$263.58
			Shipping \$0.00
			Total \$263.58

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

From: Dell (please do not reply) on behalf of Dell Inc.
To: vlachney@co.jefferson.tx.us
Subject: Dell Computer - Saved Quote Information -3000088741932
Date: Wednesday, June 16, 2021 8:25:45 AM



You have saved an eQuote 3000088741932

An eQuote is now saved in your Dell Online Store.
 This will be held for 60 days and will expire on 08/15/2021

Your eQuote has been sent to:

Emailed to: vlachney@co.jefferson.tx.us
 vlachney@co.jefferson.tx.us

To retrieve this eQuote

Login to [Premier](#)

Sign in to Jefferson County

Click on "Quotes" in the top menu bar and search for eQuote number 3000088741932

eQuote Name	Dana Marsh-136th
Saved By	vlachney@co.jefferson.tx.us
eQuote Description	
Authorized Buyer	
Notes/Comments	
Account Name	Jefferson County
Contract Code	C000000006841

Shipping Info

Vanessa Lachney
 1149 Pearl St
 Ste 6th
 Beaumont, TX 77701-3634
 (409) 835-8447

Billing Info

ACCOUNTS PAYABLE
 AUDITORS OFFICE
 1149 PEARL ST 7TH FL
 BEAUMONT, TX 77701-3635

eQuote Summary

Description	Quantity	Unit Price	Subtotal
Dell Latitude 5520	1	\$1,185.13	\$1,185.13
Dell Pro Briefcase 15 PO1520C	1	\$41.00	\$41.00
Dell USB Slim DVD±RW drive - DW316	1	\$41.00	\$41.00

Non Taxable Amount \$1,267.13

eQuote Subtotal \$1,267.13

Shipping* \$0.00

Shipping Discount* \$0.00

eQuote Total* \$1,267.13

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Note: Your order may contain one or more items which are billed on a recurring basis. See Important Notes for details on your specific offering and, for customers with auto-renewing subscriptions, how to turn off automatic renewal.

eQuote Details

Description	Quantity	Price
rcrc1288351-6072153 Dell Latitude 5520	1	\$2,714.13
Premier Discount		\$1,529.00
		<hr/>
		\$1,185.13

Module	Description	Product Code	Sku	ID
Dell Latitude 5520	Dell Latitude 5520 XCTO Base	GJR4L13	[210-AYNN]	1
Processor	10th Generation Intel® Core™ i5-10310U (4 Core, 6M cache, base 1.7GHz, up to 4.4GHz, vPro)	G1HXWQ8	[379-BDVG]	146
Operating System	Windows 10 Pro English, French, Spanish	GF48XA1	[619-AHKN]	11
Microsoft Office	No Microsoft Office License Included-30 day Trial Offer Only	GC70FJV	[658-BCSB]	1002
Dell Endpoint Security	VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport 3 Year	G59W0IY	[528-CHEB]	593
Graphics	Intel® UHD graphics with Thunderbolt for i5-10310U vPro® processor	GR6T39W	[338-BXSG] [338-BXRY]	149
Systems Management	ME Disable Manageability	GQYWA9H	[631-ACTE]	49
Memory	8 GB, 1X8 GB 3200MHz DDR4 Non-ECC	GF06X02	[370-AFVS]	3
Additional Hard Drive	No Additional Hard Drive	GNTOSJ7	[401-AADF]	637
Hard Drive	M.2 128GB PCIe NVMe Class 35 Solid State Drive	G2A6TKW	[400-BKUY]	8
LCD	15.6" HD (1366x768) Non-Touch, Anti-Glare, TN, 220nits, WLAN, HD Camera	GKHMIS1	[391-BFPP] [320-BECL] [325-BDZF]	760
PalmRest	Palmrest, No Security, Thunderbolt™ 4 Single Pointing Backlit English US Keyboard and 10 Key	GD39K50	[346-BGV5]	55

Keyboard	Numpad	GA6KDNO	[583-BHBG]	4
Wireless Driver	Wireless Intel AX201 WLAN Driver	GNBZ2HK	[555-BGGN]	7
Wireless	Intel® Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1	GQWT6XF	[555-BGGT]	19
Mobile Broadband	No Mobile Broadband Card	GR957IY	[556-BBCD]	114
Primary Battery	4 Cell 63Whr ExpressCharge™ Capable Battery	G3UJTGN	[451-BCSW]	112
Power Supply	65W Type-C Adapter	G35S0FA	[492-BCXP]	1015
Protect your new PC	No Anti-Virus Software	GD4K19S	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Power Cord	E4 US Power Cord	G7XRU8M	[537-BBBL]	20
Setup and Features Guides	Quick Start Guide	GKJ0NX3	[340-CTXV]	60
Order Information	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Non-Microsoft Application Software	Dell Applications Windows 10	GZXEOP0	[658-BBMR] [640-BBLW] [525-BBCL] [658-BDVK] [658-BBRB] [658-BEOK] [658-BEQP]	1003
Shipping Material	Mix Model 65W adapter + CML CPU	G2H18JT	[340-CTZW]	465
Processor Label	Intel® Core™ i5 Processor Label	GC9HPLR	[340-COTH]	749
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Resource Media	No Resource USB Media	G5KFAU6	[430-XXYG]	50
ENERGY STAR	ENERGY STAR Qualified	G00TKRS	[387-BBPI]	122
Transportation from ODM to region	Standard Shipment (VS)	G1IR983	[800-BBQK]	200080
EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
Additional Opticals	No Removable CD/DVD Drive	GDCPVR0	[429-AATO]	105
Chassis Options	5520 Laptop Bottom Door Integrated Graphics	G84OFJK	[321-BGBG]	116
Windows AutoPilot	No Windows AutoPilot	GYEO2AP	[340-CKSZ]	291
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	[379-BDZB]	200331
Service	3 Years ProSupport Plus with Next Business Day Onsite Service	PPN3	[975-3461] [997-8317] [997-8366] [997-8367] [997-8381] [997-8382] [997-8383] [997-8380]	29
Accidental Damage	No Accidental Damage Service	NOAD	[981-4619]	33
Dell Services: Asset Tagging - Standard	System Box Label	SYSBOX	[365-0538]	352

Dell Pro Briefcase 15 | PO1520C
Sku [460-BCMU]

1

\$59.99**Premier Discount****\$18.99****\$41.00**

Dell USB Slim DVD±RW drive - DW316 Sku [429-AAUQ]	1	\$49.99
Premier Discount		\$8.99
		<hr/>
		\$41.00

Non Taxable Amount	\$1,267.13
--------------------	------------

eQuote Subtotal	\$1,267.13
Shipping*	\$0.00
Shipping Discount*	\$0.00

eQuote Total*	\$1,267.13
----------------------	-------------------

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Let's connect.



Legal Disclaimer: Please note that Dell cannot be responsible for pricing or other errors and reserves the right to cancel any orders arising from such errors. The amount of tax and shipping added to your order depends on where you have asked for the product to be shipped as well as on which products and/or services you've chosen to purchase. Your order is subject to Dell's Terms and Conditions of Sale which include a binding arbitration provision.

Subscription Customers: If your order includes a recurring billing subscription, you authorize Dell to charge your payment method on file on a recurring basis. You may opt out of automatic renewal or update payment information at any time through the web portal used to manage your subscription. Offer specific subscription terms for details ([Commercial](#); [Consumer](#)).

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(409) 835-8450 Phone
(409) 839-2350 Fax



1085 Pearl St, Room 103
Beaumont, TX 77701

Jevonne Smith Pollard
Constable, Precinct One

Date: June 30, 2021
To: Fran/ Auditing
From: Constable Jevonne Pollard
Re: Transfer of Funds

Please transfer the funds to the account numbers listed below:

\$1000.00 from Minor Equipment 120-3065-425-3084 to Holiday Pay 120-3065-425-1097

\$1500.00 from Overtime 120-3065-425-1098 to Extra Help 120-3065-425-1005

\$900.00 from Clothing 120-3065-425-3017 to Extra Help 120-3065-425-1005

\$1000.00 from Travel 120-3065-425-5062 to Extra Help 120-3065-425-1005

\$2500.00 from Automobile 120-3065-425-6007 to Extra Help 120-3065-425-1005

To pay bailiff scheduling demands. Please give me a call if you have any questions regarding this matter

Sincerely,

A handwritten signature in dark ink, appearing to read "Jevonne Pollard", is written over a horizontal line.

Jevonne Pollard, Constable Pct. 1



BNY MELLON



The Bank of New York Mellon
Corporate Trust
2001 Bryan St., 11th Floor
Dallas, TX 75201

Date: June 04, 2021
Loan#: JEFFCNTY12
RE : JEFFERSON CNTY GOB REF BDS SER

000254 XBNYMM01 000000

JEFFERSON COUNTY
ATTN: FINANCE
1149 PEARL STREET
BEAUMONT, TX 77701

000254



Ann. Fran

Please be advised that payment in the amount of \$4,173,850.00 is due on 08/01/2021 for JEFFERSON COUNTY GENERAL OBLIGATION REFUNDING BONDS SERIES 2012. The bondholder payment date is 08/01/2021. The details of the amount due are as follows:

	Amount in Dollars(\$)
Principal	\$3,745,000.00
Interest	\$428,850.00
Total Amount Due	\$4,173,850.00

RECEIVED

JUN 14 2021

AUDITOR'S OFFICE

Refer to your governing docs for payment date rules

In order for us to ensure timely payments to Bondholders, funds must be sent in accordance with the instructions below.

If paying by wire, please include your account and loan number.

If paying by check, please include your account and loan number on your check.

For DTCC eligible issues: FAILURE TO COMPLY WITH THE DTCC SAME DAY FUNDS SETTLEMENT (SDFS) REQUIREMENTS MAY RESULT IN LATE PAYMENT TO HOLDERS, LATE FEES AND LOSS OF DTCC ELIGIBILITY.

If you are not in agreement with the information detailed on this bill, please contact Arla Scott at (000)000-0000 or by email at Arla.Scott@bnymellon.com.

E

-----PLEASE DETACH AND REMIT WITH CHECK PAYMENT-----

000254 XBNYMM01 000254

Payment Instructions:

Wire Payments must be received by BNY Mellon before 11:00 E.S.T. on 08/01/2021.

The Bank of New York Mellon

ABA#: 021000018

IMMS#: 5335268400

Loan Account#: JEFFCNTY12

Check Payment Address:

Check payments must be received by BNY Mellon 5 business days prior to 08/01/2021.

The Bank of New York Mellon

Debt Service Billing-Direct Pays

P.O. Box 392005

Pittsburgh, PA 15251-9005

S

Amount Due: \$4,173,850.00



BOK FINANCIAL® 5956 Sherry Lane, Suite 1201, Dallas, TX 75225
Services provided by BOKF, NA

Corporate Trust Account Invoice Summary

Name of Issue:

Jefferson County, Texas Tax and Revenue Certificates of
Obligation, Series 2019

Jefferson County
County Auditor
1149 Pearl 7th Floor
Beaumont TX 77701

Ref. Number : JEFF619CO

For questions contact: Tony Hongnoi 972-892-9968

DUE DATE 8/1/2021

Debt Service	Principal Outstanding	\$14,895,000.00
	Principal Due	\$525,000.00
	Interest Due	\$273,325.00
	Total Debt Service Due :	\$798,325.00
	Semi Annual Paying Agent Fee :	\$125.00
	TOTAL AMOUNT DUE:	\$798,450.00

Wire payments must be received 1 business day prior to Due Date
Check & ACH Payments must be received 5 business days prior to the Due Date

IF REMITTING CHECK PAYMENT, PLEASE RETURN THE BOTTOM SECTION AND RETAIN TOP PORTION FOR YOUR RECORDS.

Name of Issue:

Jefferson County, Texas Tax and Revenue
Certificates of Obligation, Series 2019

DUE DATE 8/1/2021

Reference Number:	JEFF619CO
Net Amount Due:	\$798,450.00
Current Debt Service:	\$798,325.00
Paying Agent Fee:	\$125.00
Amount Enclosed:	

Please use BOK Financial's Standing Debt Service Payment Instructions for the payment. If you need a copy, please reach out to either Tony Hongnoi (thongnoi@bokf.com/972-892-9968) or Nicholas Deskin (ndeskin@bokf.com/214-987-8833).

Texas Traffic Safety eGrants

Fiscal Year 2021

Organization Name: Jefferson County Sheriff's Office

Legal Name: County of Jefferson

Payee Identification Number: 17460002912052

Project Title: STEP Comprehensive

ID: 2021-JeffersonCoSO-S-1YG-00100 (1)

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

Jefferson County Sheriff's Office
STEP Comprehensive 2021

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

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

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2021.

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

CFDA Number: **20.600**

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

Funding Source: **Section 402**

DUNS: **010807535**

FAIN:

18X9204020TX21

69A37521300004020TX0

Project Title: **STEP Comprehensive**

This project is **Not Research and Development**

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

Total Awarded: **\$29,152.83**

Amount Eligible for Reimbursement by the Department: **\$21,754.22**

Match Amount provided by the Subgrantee: **\$7,398.61**

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TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

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

Subgrantee Signature

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

Name:

Title:

Date:

TxDOT Signature

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

Name:

Title:

Date:

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

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

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

ARTICLE 1. COMPLIANCE WITH LAWS

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

ARTICLE 2. STANDARD ASSURANCES

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

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

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G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.); Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1. If the Subgrantee, at any time during the Grant Period, determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

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

ARTICLE 4. LIMITATION OF LIABILITY

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

ARTICLE 5. AMENDMENTS

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

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

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

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

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

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

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

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods will be as defined in the agreement.

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

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

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

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

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

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

ARTICLE 8. RECORDS

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

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

ARTICLE 9. INDEMNIFICATION

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

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damages incurred by the Department in violation of otherwise existing claims of tortious acts as a result of any activities of the Subgrantee, its agents, or employees.

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

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

ARTICLE 10. DISPUTES AND REMEDIES

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

ARTICLE 11. TERMINATION

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

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

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

ARTICLE 12. INSPECTION OF WORK

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

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

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ARTICLE 13. AUDIT

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

ARTICLE 14. SUBCONTRACTS

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

ARTICLE 15. GRATUITIES

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

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

ARTICLE 16. NONCOLLUSION

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

ARTICLE 17. CONFLICT OF INTEREST

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

ARTICLE 18. SUBGRANTEE'S RESOURCES

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

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

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

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

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

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

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

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

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

ARTICLE 21. SUCCESSORS AND ASSIGNS

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

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

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

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

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

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

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contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

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

Instructions for Primary Tier Participant Certification (States)

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

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

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph A of these instructions, if a participant in a

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covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction; in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

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5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

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

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

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

B. The Subgrantee agrees that it shall:

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

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

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

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 126 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at Singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY ____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

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

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

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

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

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ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

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

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

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

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

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

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RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TXDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend grant related training as requested by the Department.
- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.
 - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement.
- G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.
- H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone Identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.
- J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC."

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

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

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

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

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

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

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

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

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RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Account for any approved Program Income earned and expended
 - 4. Identify exemplary performance or best practices

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GOALS AND STRATEGIES

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

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

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

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

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

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

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

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

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

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

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

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

☒ I agree to the above goals and strategies.

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BASELINE INFORMATION

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

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

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

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>K/A Crashes</u>
Driving Under Influence (DUI)	36	0	9
Speed	566	0	3
Safety Belt	179	0	6
Child Safety Seat	43	0	
Intersection Traffic Control (ITC)	104	0	4
Distracted Driving Citations	0	0	0
Other Elements	572	9003	10

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

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LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

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

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

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

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PI&E OBJECTIVE/PERFORMANCE MEASURE

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

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OPERATIONAL PLAN

Zone Name : Zone 1
Zone Location : I-10 From Smith Road to FM365
Zone Hours : 24/7 Enforcement
Zone Heat Map : https://www.dot.state.tx.us/apps/egrants/Upload/943163_337651-Zone1-combinedmaps.pdf
(attach)

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OPERATIONAL PLAN

Zone Name : Zone 2
Zone Location : HWY 73 from LaBelle Road to Boondocks
Zone Hours : 24/7 Enforcement
Zone Heat Map : [https://www.dot.state.tx.us/apps/egrants/_Upload/943168_337651-Zone2-](https://www.dot.state.tx.us/apps/egrants/_Upload/943168_337651-Zone2-combinedmaps.pdf)
(attach) combinedmaps.pdf

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BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$21,754.22	\$0	\$21,754.22
(200)	Fringe Benefits:	\$0	\$7,398.61	\$7,398.61
	Sub-Total:	\$21,754.22	\$7,398.61	\$29,152.83
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$0	\$0
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$0	\$0
Total Direct Costs:		\$21,754.22	\$7,398.61	\$29,152.83
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$21,754.22	\$7,398.61	\$29,152.83
	Total Direct Costs:	\$0	\$0	\$0
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$21,754.22	\$7,398.61	\$29,152.83
	Fund Sources (Percent Share):	74.62%	25.38%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				

Jefferson County Sheriff's Office
STEP Comprehensive 2021

Texas Department Of Transportation - Traffic Safety Electronic Signature Authorization Form

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

Name Of Organization: County of Jefferson

Project Title: STEP Comprehensive

Authorizing Authority

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

Name:	JUDGE JEFF R. BRANICK
Title:	COUNTY JUDGE
Signature:	
Date:	07/06/21
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments

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

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

**ILLUSTRATION ONLY OF *SAMPLE* ALLOWABLE USES OF RECOVERY FUNDS,
PER U.S. TREASURY GUIDANCE**



Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access

KEY DATES RELATED TO THE RECOVERY FUND

- **January 27, 2020:** Declaration of the public health crisis
- **March 3, 2021:** Beginning of the Recovery Fund “covered period”
- **July 16, 2021:** Deadline to comment on U.S. Treasury’s *Interim Final Rule* on Recovery Fund
- **August 31, 2021:** Deadline to submit first Interim Report to U.S. Treasury
- **August 31, 2021:** Deadline to submit first *Recovery Plan Performance Report* to U.S. Treasury
- **Applies to COUNTIES ABOVE 250,000 POPULATION ONLY**
- **October 31, 2021:** Deadline to submit first *Quarterly Project and Expenditure Report*
- **Applies to ALL COUNTIES**
- **December 31, 2024:** Recovery Funds must be obligated (**NOT incurred**)
- **December 31, 2026:** Recovery Funds must be spent & all work/performance must be completed

PGM: GMCOMMV2	DATE 07-06-2021	PAGE: 1 107 TOTAL
NAME	AMOUNT	CHECK NO.
JURY FUND		
TRI-CITY COFFEE SERVICE	336.40	484167
DAWN DONUTS	52.50	484259
		388.90**
ROAD & BRIDGE PCT.#1		
RB EVERETT & COMPANY, INC.	2,600.00	484117
		2,600.00**
ROAD & BRIDGE PCT.#2		
SPIDLE & SPIDLE	4,099.20	484098
ENTERGY	167.06	484124
MUNRO'S	20.00	484139
TIME WARNER COMMUNICATIONS	148.23	484160
BUMPER TO BUMPER	390.14	484210
ACT PIPE AND SUPPLY	922.40	484221
		5,747.03**
ROAD & BRIDGE PCT. # 3		
MUNRO'S	1,142.65	484139
S.E. TEXAS BUILDING SERVICE	43.33	484151
AT&T	80.17	484152
ON TIME TIRE	137.99	484241
SMITTY'S HAMSHIRE GULF	49.00	484261
ALL TERRAIN EQUIPMENT CO	1,799.97	484265
O'REILLY AUTO PARTS	45.83	484270
GULF COAST	5,241.32	484279
		8,540.26**
ROAD & BRIDGE PCT.#4		
ABLE FASTENER, INC.	25.39	484093
SPIDLE & SPIDLE	4,283.93	484098
CITY OF BEAUMONT - WATER DEPT.	20.54	484108
RB EVERETT & COMPANY, INC.	928.41	484117
ENTERGY	1,150.46	484124
HARTMANN BLDG. SPECIALITIES	62.90	484127
M&D SUPPLY	102.22	484134
MUNRO'S	93.07	484139
SCOOTER'S LAWNMOWERS	52.94	484148
VULCAN MATERIALS CO.	41,531.81	484168
JASON'S DELI	3,221.00	484176
EVERETT D ALFRED	4.80	484201
MARTIN PRODUCT SALES LLC	156.00	484215
ACT PIPE AND SUPPLY	168.00	484221
LD CONSTRUCTION	135.71	484223
ASCO	627.05	484245
O'REILLY AUTO PARTS	85.72	484270
WC TRACTOR - BEAUMONT	1,610.90	484273
TROY EAGLAN	12.00	484277
GULF COAST	460.85	484279
		54,733.70**
ENGINEERING FUND		
TRI-CITY COFFEE SERVICE	126.25	484167
		126.25**
PARKS & RECREATION		
ENTERGY	310.66	484124
MOTION INDUSTRIES, INC.	321.10	484138
LOWE'S HOME CENTERS, INC.	159.30	484196
		791.06**
GENERAL FUND		
TAX OFFICE		
OFFICE DEPOT	171.41	484141
ACE IMAGEWEAR	38.61	484149
UNITED STATES POSTAL SERVICE	519.98	484189
		730.00*
COUNTY HUMAN RESOURCES		
UNITED STATES POSTAL SERVICE	4.69	484189
		4.69*
AUDITOR'S OFFICE		

PGM: GMCOMMV2	DATE 07-06-2021	AMOUNT	CHECK NO.	PAGE: 2 108 TOTAL
UNITED STATES POSTAL SERVICE		9.48	484189	9.48*
COUNTY CLERK				
UNITED STATES POSTAL SERVICE		168.65	484189	168.65*
COUNTY JUDGE				
UNITED STATES POSTAL SERVICE		5.99	484189	
PHILLIP BABIN		500.00	484208	
J.T. HAYNES		500.00	484213	
JEFF R BRANICK		699.88	484216	
KATY LEIGH CORCORAN		500.00	484222	
P DEAN BRINKLEY		500.00	484232	
KENT W JOHNS		500.00	484235	
LAW OFFICE OF J SCOTT FREDERICK		500.00	484255	
JAN GIROUARD & ASSOCIATES LLC		400.00	484260	4,105.87*
RISK MANAGEMENT				
UNITED STATES POSTAL SERVICE		5.48	484189	5.48*
COUNTY TREASURER				
UNITED STATES POSTAL SERVICE		145.12	484189	145.12*
PURCHASING DEPARTMENT				
UNITED STATES POSTAL SERVICE		5.94	484189	5.94*
GENERAL SERVICES				
CASH ADVANCE ACCOUNT		80.00	484132	
TIME WARNER COMMUNICATIONS		636.68	484155	
ADVANCED STAFFING		97.50	484171	
MCGRIFF, SEIBELS & WILLIAMS OF TX		288.00	484200	
CROWN CASTLE INTERNATIONAL		1,688.17	484204	
MILLIMAN		875.00	484220	
SPOK INC		3.00	484253	
FIBERLIGHT LLC		4,450.00	484289	
BOSWORTH PAPERS		266.20	484294	8,384.55*
DATA PROCESSING				
GRAYBAR ELECTRIC COMPANY, INC.		42.40	484122	
OFFICE DEPOT		488.84	484141	
CDW COMPUTER CENTERS, INC.		435.67	484172	
SPOK INC		12.29	484253	979.20*
VOTERS REGISTRATION DEPT				
UNITED STATES POSTAL SERVICE		281.17	484189	281.17*
ELECTIONS DEPARTMENT				
RUNBECK ELECTION SERVICES, INC		2,644.51	484275	2,644.51*
DISTRICT ATTORNEY				
FED EX		4.22	484119	
OFFICE DEPOT		488.86	484141	
TEXAS DISTRICT & COUNTY ATTY ASSN.		1,500.00	484163	
CDW COMPUTER CENTERS, INC.		248.34	484172	
UNITED STATES POSTAL SERVICE		112.92	484189	
RUSLAN SLIUSARENKO		336.72	484297	2,691.06*
DISTRICT CLERK				
UNITED STATES POSTAL SERVICE		213.68	484189	
AERIALINK, LLC		125.28	484291	338.96*
CRIMINAL DISTRICT COURT				

PGM: GMCOMMV2	DATE 07-06-2021	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
EDWARD B. GRIPON, M.D., P.A.	1,190.00	484123 1,190.00*
60TH DISTRICT COURT		
SIERRA SPRING WATER CO. - BT	57.88	484191 57.88*
136TH DISTRICT COURT		
THOMSON REUTERS-WEST	45.36	484246 45.36*
252ND DISTRICT COURT		
BRUCE N. SMITH	800.00	484150
UNITED STATES POSTAL SERVICE	4.06	484189 804.06*
279TH DISTRICT COURT		
DAVID GROVE	4,510.00	484099
PHILLIP DOWDEN	660.00	484102
ANITA F. PROVO	670.00	484144
NATHAN REYNOLDS, JR.	220.00	484145
UNITED STATES POSTAL SERVICE	.51	484189
JOEL WEBB VAZQUEZ	100.00	484209
JONATHAN L. STOVALL	210.00	484234
WILLIAM FORD DISHMAN	770.00	484249
THE PARDUE LAW FIRM, PLLC	150.00	484286 7,290.51*
317TH DISTRICT COURT		
THOMAS J. BURBANK PC	650.00	484106
OFFICE DEPOT	51.17	484141
ANITA F. PROVO	600.00	484144
ALLEN PARKER	825.00	484226
JONATHAN L. STOVALL	150.00	484234
MATUSKA LAW FIRM	325.00	484251
ALICIA K HALL PLLC	225.00	484287 2,826.17*
JUSTICE COURT-PCT 1 PL 1		
CASH ADVANCE ACCOUNT	933.84	484132
UNITED STATES POSTAL SERVICE	11.16	484189 945.00*
JUSTICE COURT-PCT 1 PL 2		
CASH ADVANCE ACCOUNT	1,303.81	484132
OFFICE DEPOT	132.44	484141 1,436.25*
JUSTICE COURT-PCT 6		
UNITED STATES POSTAL SERVICE	18.22	484189
SIERRA SPRING WATER CO. - BT	45.86	484192 64.08*
JUSTICE OF PEACE PCT. 8		
THOMSON REUTERS-WEST	507.00	484247 507.00*
COUNTY COURT AT LAW NO.1		
TEXAS COLLEGE OF PROBATE JUDGE	425.00	484162
UNITED STATES POSTAL SERVICE	9.36	484189
SIERRA SPRING WATER CO. - BT	51.92	484190 486.28*
COUNTY COURT AT LAW NO. 2		
TODD W LEBLANC	250.00	484095
JACK LAWRENCE	250.00	484100
PETER DOYLE	250.00	484114
A. MARK FAGGARD	250.00	484118
MARVA PROVO	250.00	484143
UNITED STATES POSTAL SERVICE	9.84	484189
ANTOINE FREEMAN	500.00	484219
LAURIE PEROZZO	500.00	484224
MATUSKA LAW FIRM	650.00	484251

PGM: GMCOMMV2	DATE 07-06-2021		PAGE: 4
NAME	AMOUNT	CHECK NO.	TOTAL 110
JARED GILTHORPE	300.00	484252	
THE MAYO LAW FIRM PLLC	250.00	484263	
LAW OFFICE OF CHARLES MCINTOSH	400.00	484284	
BYNUM LAW PLLC	400.00	484285	
CARRIER & ALLISON LAW GROUP PC	250.00	484290	
COUNTY COURT AT LAW NO. 3			4,509.84*
A. MARK FAGGARD	250.00	484118	
UNITED STATES POSTAL SERVICE	12.58	484189	
SIERRA SPRING WATER CO. - BT	20.93	484193	
LAW OFFICE OF CHARLES MCINTOSH	250.00	484284	
COURT MASTER			533.51*
UNITED STATES POSTAL SERVICE	1.02	484189	
KENT W JOHNS	2,000.00	484235	
BUDDIE J HAHN	1,567.45	484280	
MEDIATION CENTER			3,568.47*
UNITED STATES POSTAL SERVICE	5.14	484189	
COMMUNITY SUPERVISION			5.14*
SAM'S CLUB DIRECT	499.80	484242	
SHERIFF'S DEPARTMENT			499.80*
EQUINE MEDICINE & SURGERY	35.00	484116	
AT&T	37.07	484152	
UNITED STATES POSTAL SERVICE	607.07	484189	
CRIME LABORATORY			679.14*
DELL MARKETING L.P.	3,323.73	484113	
FISHER SCIENTIFIC	7.72	484120	
OFFICE DEPOT	105.79	484141	
HENRY SCHEIN, INC.	95.75	484147	
VERIZON WIRELESS	37.99	484186	
BAILEY'S HOUSE OF GUNS	259.86	484198	
CLEAN HARBORS ENVIROMENTAL SERVICES	112.37	484203	
AIRGAS USA, LLC	176.71	484271	
JAIL - NO. 2			4,119.92*
HERTZ CORPORATION	153.15	484128	
JACK BROOKS REGIONAL AIRPORT	1,035.00	484131	
CASH ADVANCE ACCOUNT	265.35	484132	
AT&T	1,060.97	484152	
INTERCONTINENTAL JET CORP	1,749.60	484211	
WORLD FUEL SERVICES	4,641.20	484225	
CONSTELLATION NEWENERGY - GAS DIVIS	2,004.97	484244	
BOEING DISTRIBUTION, INC	42.72	484283	
JUVENILE PROBATION DEPT.			10,952.96*
EDWARD B. GRIPON, M.D., P.A.	1,350.00	484123	
UNITED STATES POSTAL SERVICE	4.62	484189	
JUVENILE DETENTION HOME			1,354.62*
CLEAN HARBORS ENVIROMENTAL SERVICES	79.46	484203	
FLOWERS FOODS	49.28	484205	
BEN E KEITH FOODS	2,304.56	484206	
CONSTABLE PCT 1			2,433.30*
UNITED STATES POSTAL SERVICE	103.24	484189	
GALLS LLC	175.00	484257	
CONSTABLE-PCT 6			278.24*

PGM: GMCOMMV2	DATE 07-06-2021		PAGE: 5
NAME	AMOUNT	CHECK NO.	TOTAL 111
UNITED STATES POSTAL SERVICE	12.95	484189	
COUNTY MORGUE			12.95*
SALAM INTERNATIONAL	1,187.71	484175	
PROCTOR'S MORTUARY INC	18,975.00	484228	
AGRICULTURE EXTENSION SVC			20,162.71*
OFFICE DEPOT	95.94	484141	
TYLER FITZGERALD	398.96	484272	
HEALTH AND WELFARE NO. 1			494.90*
AMERICAN PUBLIC HEALTH ASSOCIATION	112.50	484101	
CALVARY MORTUARY	4,350.00	484107	
COMMUNITY FUNERAL CHAPEL, INC.	3,000.00	484112	
ENTERGY	70.00	484125	
CLAYBAR HAVEN OF REST	6,240.00	484187	
UNITED STATES POSTAL SERVICE	89.14	484189	
PROCTOR'S MORTUARY INC	6,000.00	484229	
HEALTH AND WELFARE NO. 2			19,861.64*
AMERICAN PUBLIC HEALTH ASSOCIATION	112.50	484101	
CLAYBAR FUNERAL HOME, INC.	2,080.00	484111	
HANNAH FUNERAL HOME, INC.	3,000.00	484126	
TIME WARNER COMMUNICATIONS	147.91	484157	
MCKESSON MEDICAL-SURGICAL INC	240.28	484174	
NURSE PRACTITIONER			5,580.69*
LESLIE RIGGS	2,770.56	484254	
ENVIRONMENTAL CONTROL			2,770.56*
AT&T	35.65	484152	
TEXAS ENVIRONMENTAL HEALTH ASSN.	50.00	484164	
TEXAS FLOODPLAIN MGMT. ASSN.	50.00	484165	
TEXAS FLOODPLAIN MGMT. ASSN.	475.00	484166	
INDIGENT MEDICAL SERVICES			610.65*
KING'S PHARMACY BEAUMONT	633.87	484240	
CARDINAL HEALTH 110 INC	18,218.95	484248	
CORLISS R RANDLE	2,400.00	484274	
O&M PHARMACY	8,607.58	484276	
MAINTENANCE-BEAUMONT			29,860.40*
CITY OF BEAUMONT - WATER DEPT.	782.15	484108	
ECOLAB	209.95	484115	
W.W. GRAINGER, INC.	107.21	484121	
ENTERGY	6,771.50	484124	
HYDRO-CLEAN SERVICES, INC.	435.00	484129	
M&D SUPPLY	141.33	484134	
MCCOWN PAINT & SUPPLY OF TEXAS	298.21	484136	
SANITARY SUPPLY, INC.	1,814.37	484146	
ACE IMAGEWEAR	203.70	484149	
TIME WARNER COMMUNICATIONS	137.95	484159	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	164.65	484256	
MAINTENANCE-PORT ARTHUR			11,066.02*
CITY OF PORT ARTHUR - WATER DEPT.	707.10	484109	
AT&T	1,409.91	484152	
TIME WARNER COMMUNICATIONS	101.72	484156	
SOLAR	1,072.15	484194	
TEXAS GAS SERVICE	1,107.81	484202	
JONES TRAILER SALES	1,945.00	484217	
PARKER LUMBER	116.45	484231	
MAINTENANCE-MID COUNTY			6,460.14*

PGM: GMCOMMV2	DATE 07-06-2021		PAGE: 6
NAME	AMOUNT	CHECK NO.	TOTAL 112
CITY OF NEDERLAND	67.69	484110	
W.W. GRAINGER, INC.	137.92	484121	
ENTERGY	412.29	484124	
BUBBA'S AIR CONDITIONING	153.75	484170	
LOWE'S HOME CENTERS, INC.	102.09	484196	
			873.74*
SERVICE CENTER			
ACTION AUTO GLASS	380.19	484096	
SPIDLE & SPIDLE	13,036.36	484098	
PHILPOTT MOTORS, INC.	334.52	484142	
TATE & CO., INC.	864.58	484161	
CDW COMPUTER CENTERS, INC.	38.18	484172	
JEFFERSON CTY. TAX OFFICE	7.50	484177	
JEFFERSON CTY. TAX OFFICE	7.50	484178	
JEFFERSON CTY. TAX OFFICE	7.50	484179	
JEFFERSON CTY. TAX OFFICE	7.50	484180	
JEFFERSON CTY. TAX OFFICE	7.50	484181	
JEFFERSON CTY. TAX OFFICE	7.50	484182	
JEFFERSON CTY. TAX OFFICE	7.50	484183	
JEFFERSON CTY. TAX OFFICE	7.50	484184	
JEFFERSON CTY. TAX OFFICE	22.00	484185	
BUMPER TO BUMPER	1,145.45	484210	
MIGHTY OF SOUTHEAST TEXAS	239.96	484236	
REXEL USA INC	1,040.84	484267	
THE GOODYEAR TIRE & RUBBER COMPANY	3,615.00	484269	
			20,777.08*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	5.06	484189	
			5.06*
			183,618.75**
MOSQUITO CONTROL FUND			
ADAPCO, INC.	23,209.50	484094	
CITY OF NEDERLAND	39.78	484110	
CY-FAIR TIRE	89.95	484278	
			23,339.23**
FEMA EMERGENCY			
SANITARY SUPPLY, INC.	2,882.08	484146	
VULCAN MATERIALS CO.	10,382.96	484168	
TEAKA SNELL	1,020.00	484282	
			14,285.04**
BREATH ALCOHOL TESTING			
CASH ADVANCE ACCOUNT	644.60	484132	
			644.60**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	405.00	484195	
			405.00**
COMMUNITY SUPERVISION FND			
TIME WARNER COMMUNICATIONS	147.91	484158	
UNITED STATES POSTAL SERVICE	58.94	484189	
JCCSC	125.00	484233	
			331.85**
JEFF. CO. WOMEN'S CENTER			
BELL'S LAUNDRY	707.96	484105	
CITY OF BEAUMONT - WATER DEPT.	1,004.89	484108	
M&D SUPPLY	60.97	484134	
MARKET BASKET	25.78	484135	
KIM MCKINNEY, LPC, LMFT	75.00	484137	
SYSCO FOOD SERVICES, INC.	868.73	484153	
BEN E KEITH FOODS	957.13	484207	
SAM'S CLUB DIRECT	188.89	484242	
SPOK INC	16.68	484253	
			3,906.03**
COMMUNITY CORRECTIONS PRG			
DONNA KOUNTZ	4.49	484133	

PGM: GMCOMMV2	DATE 07-06-2021		PAGE: 7
NAME	AMOUNT	CHECK NO.	TOTAL 113
SAM'S CLUB DIRECT	142.20	484242	146.69**
LAW OFFICER TRAINING GRT			
OFFICE DEPOT	295.98	484141	
IMAGE 360 BEAUMONT	6,712.79	484268	7,008.77**
COUNTY CLERK - RECORD MGT			
EASTMAN PARK MICROGRAPHICS INC	1,443.03	484239	1,443.03**
COUNTY CLK RECORDS ARCHIV			
MANATRON	2,079.66	484218	2,079.66**
DRUG INTERVENTION COURT			
INTOXIMETERS, INC.	1,245.00	484130	
SANITARY SUPPLY, INC.	148.94	484146	
LAND MANOR, INC.	814.00	484173	
THE CHANGE COMPANIES	1,564.45	484197	3,772.39**
REGIONAL COMM. SAVNS			
CDW COMPUTER CENTERS, INC.	861.69	484172	
BIWAY MEDIA	125.55	484293	987.24**
COUNTY RECORDS MANAGEMENT			
GMO GLOBAL SIGN INC	1,900.00	484258	1,900.00**
DEPUTY SHERIFF EDUCATION			
TXFACT, LLC	890.00	484264	890.00**
UNCLAIMED FUNDS MGMT FUND			
DEWANNA BUTLER EAGLETON	45.00	484295	
CHERYL LYNN HOWARD-RODRIGUEZ	91.73	484296	136.73**
HOTEL OCCUPANCY TAX FUND			
MUNRO'S	227.73	484139	
TIME WARNER COMMUNICATIONS	120.58	484154	
TRI-CITY COFFEE SERVICE	74.20	484167	
E L IRRIGATION AND LANDSCAPING	800.00	484214	
COUNTY HOME AND RANCH LP	161.41	484237	1,383.92**
CRIME LAB FUNDING CJD			
CLAN LAB INVESTIGATING CHEMISTS	750.00	484199	
CAYMAN CHEMICAL COMPANY	866.00	484227	1,616.00**
CAPITAL PROJECTS FUND			
THE LABICHE ARCHITECTURAL GROUP	1,612.00	484103	1,612.00**
AIRPORT FUND			
TRIANGLE LOCKSMITH	399.16	484097	
SPIDLE & SPIDLE	2,498.01	484098	
BEAUMONT TRACTOR COMPANY	91.49	484104	
CITY OF NEDERLAND	1,598.96	484110	
MUNRO'S	81.65	484139	
WHITE TUCKER COMPANY INC	272.03	484169	
UNITED STATES POSTAL SERVICE	.86	484189	
LOWE'S HOME CENTERS, INC.	91.94	484196	
CRAWFORD ELECTRIC SUPPLY COMPANY	42.96	484243	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	43.13	484250	
EAGLE PUMP & METERS INC	1,217.50	484262	
JM TEST SYSTEMS, INC	255.00	484292	6,592.69**
AIRPORT IMPROVE. GRANTS			

PGM: GMCOMMV2	DATE	PAGE: 8
NAME	07-06-2021	114
	AMOUNT	CHECK NO. TOTAL
GARVER LLC	39,630.40	484230
KSA ENGINEERS INC	50,840.90	484288
		90,471.30**
SE TX EMP. BENEFIT POOL		
EXPRESS SCRIPTS INC	73,971.64	484266
UNITED HEALTHCARE SERVICES INC	109,414.32	484281
		183,385.96**
LIABILITY CLAIMS ACCOUNT		
TRISTAR RISK MANAGEMENT	13,221.02	484212
		13,221.02**
J C ASSISTANCE DISTRICT 4		
ENTERGY	8.76	484124
		8.76**
MARINE DIVISION		
CITY OF NEDERLAND	20.90	484110
W.W. GRAINGER, INC.	133.75	484121
JACK BROOKS REGIONAL AIRPORT	212.04	484131
NIGHT FLIGHT CONCEPTS INC	370.00	484238
		736.69**
		616,850.55***



JOINT ELECTION AGREEMENT AND
ELECTION SERVICES CONTRACT
BETWEEN JEFFERSON COUNTY
AND **City of Groves**

This agreement made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Theresa Goodness, County Clerk**, and **City of Groves** hereinafter referred to as "Political Subdivision", acting herein by and through its Executive Board.

WHEREAS, Political Subdivision is required to conduct an election on **November 2, 2021**;

THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT is made this 6th day of July, 2021, by and between the Political Subdivision of **City of Groves**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Theresa Goodness**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its November 2, 2021, Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Commissioner's Court to conduct county elections required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify

all early voting and Election Day officials of the date, time and place thereof.

(c) Arrange for the use of early voting locations per the attached **Exhibit A – Early Voting Locations** and Election Day polling locations per the attached **Exhibit B – Election Day Vote Centers**. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for this Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the aforementioned for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Election Services Contract

Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION. Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Political Subdivision Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract Agreement with Jefferson County Clerk for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code as listed on **Exhibit A – Early Voting Locations**. Political Subdivision shall adopt the Election Day Vote Center polling locations on the attached **Exhibit B – Election Day Vote Centers** for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the change for their election. Educate the voters in Political Subdivision on early voting times and places and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved.

Election Services Contract

Last Updated: 5/19/2021

Political Subdivision must proof and approve all programming work done for the jurisdiction according to the attached **Exhibit C- CALENDAR**

(f) Deliver to Contracting Officer, according to the attached **Exhibit C - CALENDAR**, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed according to attached schedule on **Exhibit D – Contract Costs** and a detailed billed will be rendered within 30 days after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on **November 2, 2021.**

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

- (a) Costs for early voting, election day, equipment delivery, supplies and mail ballots, including payroll and equipment leasing, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according to the number of voting precincts within each political subdivision. Equipment leasing costs are listed on **Exhibit D – Contract Costs.**

- (b) Costs for ballot programming will be paid by each political subdivision for the number of election contests each has on the ballot according to costs as listed on **Exhibit D - Contract Costs.**

5. GENERAL CONDITIONS.

- (a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the CALENDAR without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the CALENDAR is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.
- (b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.
- (c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.
- (d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.
- (e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.
- (f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10th day from receipt of the fully executed contract by Contracting Officer.
- (g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Agreement.
- (h) In the event that the performance by Contracting Officer of any of its obligations hereunder

shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60th day before Election Day. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

6. DISPUTE RESOLUTION PROCEDURE

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180th day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

7. ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between City of Groves and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

8. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

City of Groves: City of Groves
D E. Sosa
City Manager

JEFFERSON COUNTY: Theresa Goodness, County Clerk
P. O. Box 1151
Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 21st day of June, 2021.

City of Groves (seal)

By: [Signature]
Name: D E. Sosa
Title: City Manager

Attest: [Signature]

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 6th day of July, 2021.

Jefferson County, Texas

By: [Signature]
Name: Jeff Branick
Title: County Judge

(seal)

By: [Signature]
Name: Theresa Goodness
Title: County Clerk

Attest: [Signature]

EXHIBIT A

NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR
November 3, 2021, CONSTITUTIONAL AMENDMENT AND JOINT ELECTION
(Aviso de localizaciones y horas para elecciones adelantadas de Noviembre 3, 2021

Sobre En miendas A La Constitución y Conjunta)

Early Voting by personal appearance will be conducted at the following dates and times:
(La votación adelantada en persona se llevará a en las siguientes fechas y horarios:)

EARLY VOTING LOCATIONS:

(Localizaciones de Votación Adelantada):

Beaumont Courthouse-Main location	1001 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas
Port Arthur Library	4615 Ninth Ave, Port Arthur, Texas
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas
John Paul Davis Community Center	3580 E Lucas, Beaumont, Texas
Marion & Ed Hughes Public Library	2712 Nederland Ave., Nederland, Texas
Groves Recreation Center	6150 39th Street, Groves, Texas
Effie & Wilton Hebert Library	2025 Merriman St., Port Neches, Texas
Ray Chesson Office Building	19217 FM 365, Beaumont Texas
Precinct One Service Center	20215 W. Hwy. 90, China, Texas

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones anteriores):

October 18 - 22 (Octubre 18 - 22)	Monday - Friday (Lunes -Viernes)	8:00 a.m. - 5:00 p.m.
October 23 (Octubre 23)	Saturday (Sábado)	8:00 a.m. - 5:00 p.m.
October 25 – October 29 (Octubre 25- Octubre 29)	Monday – Friday (Lunes – Viernes)	7:00 a.m. - 7:00 p.m.

EXHIBIT B - ELECTION DAY VOTE CENTERS

Precincts	Election Day Polling Places	ADDRESS (Dirección)	City, State, Zip
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX
ALL (todos)	Bevil Oaks City Hall	13560 River Oaks	Bevil Oaks, TX
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX
ALL (todos)	New Light Church**	3780 Crow Rd.	Beaumont, TX
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX
ALL (todos)	Precinct 1 Service Center	20215 W. Hwy. 90	China, TX
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX
ALL (todos)	Central Gardens Fire Station	2026 Spurlock Rd.	Nederland, TX
ALL (todos)	Groves Public Library	5600 West	Groves, TX
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX
ALL (todos)	Ray Chesson Office Building	19217 FM 365	Beaumont, TX
ALL (todos)	Jefferson County ESD #4	12880 FM 365	Beaumont, TX
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX
ALL (todos)	Zion Hill Baptist Church	5848 Roosevelt Ave.	Port Arthur, TX
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX
ALL (todos)	Former Dowling Elementary Campus	6301 Pat Ave	Port Arthur, TX
ALL (todos)	O W COLLINS RETIREMENT	4440 GULFWAY DR.	Port Arthur, TX
ALL (todos)	Port Arthur Library	4615 9th Ave	Port Arthur, TX
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX
ALL (todos)	Sam Houston Elementary	3245 36th St	Port Arthur, TX
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX
ALL (todos)	Lamar University Montagne Center	4401 S. MLK PKWY	Beaumont, TX
ALL (todos)	Hamshire-Fannett High School	12702 2nd St	Hamshire, TX
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX
	**Location Change		

EXHIBIT C CALENDAR

The Political Subdivision agrees that timing is critical, and lack of adherence to this CALENDAR without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Contract.

School Districts must adhere to all deadlines, even if on Spring Break.

Please refer to the Texas Secretary of State's website for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity. Please comply with all orders, postings and notices as required for your Political Subdivision. Contracting Officer will provide the publication of one Notice of Public Test in English and Spanish.

SEPTEMBER 1, 2021

Prior to September 1, 2021, each Political Subdivision is responsible for validating with the Voter Registrar that the boundaries for their voting precincts are correct and supplying the Contracting Officer with a map of such boundaries.

68th day before Election Day

Recommended date to conduct ballot position drawing.

Notice of ballot position drawing must be posted for 72 hours immediately preceding time of drawing.

****Please schedule ballot drawing as soon as possible and email the BALLOT FORMAT AND ORDER OF CANDIDATES ON BALLOT to Contracting Officer at countyclerk@co.jefferson.tx.us.****

60th day before Election Day

Last day for the governing body of a political subdivision to deliver notice of the election to the county clerk/elections administrator and voter registrar of each county in which the political subdivision is wholly or partly located. (Sec. 4.008).

Deadline to notify Contracting Officer via email of the following items:

- whether or not Political Subdivision has a **contested election**.
- **candidate names**, including **write-in candidates**.
- any **candidate withdrawals** or **election cancellation**.
- **order of candidates on ballot**. (We prefer to receive it sooner if it is available.)
- **Spanish translations** of all ballot titles, contests, and ballot language.
- **phonetic pronunciations** of all candidate names which will be used for the ballot audio recording.

60th day before Election Day - Continued

Deadline to **cancel election** and incur **no fees** under the Election Services Agreement.

Deadline to receive executed **Election Services Agreement** by mail, personal delivery, or email.

Deadline to receive copy of **Order of Election**.

Contracting Officer contact information:

Email: countyclerk@co.jefferson.tx.us

Mail: P. O. Box 1151, Beaumont, TX 77704-1151

Hand Delivery: 1085 Pearl Street, First Floor, Beaumont, Texas 77701

If additional time is needed because of meeting schedules, please notify us.

****Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The parties must adhere to deadlines of 24 hour turnaround time, even if they occur during Spring Break, in order for our office to meet the State and Federal deadlines to mail military and overseas ballots.****

45th day before Election Day

Deadline to mail ballots to military or overseas voters who submitted their ballot request via a federal postcard application (FPCA) or via a standard application for ballot by mail and indicated that they are outside the United States. Ballots must be mailed by this date or the 7th day after the clerk receives the application. If the early voting clerk cannot meet this 45th-day deadline, the clerk must notify the Secretary of State within 24 hours. (Sec. 86.004(b)).

30th day before Election Day

Last day to register to vote or make a change of address effective for the election. (Secs. 13.143, 15.025).

First day of period during which notice of election must be published if the method of giving notice is **not** specified by a law outside the Election Code, and **publication** is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

21st day before Election Day

Last day to post notice of election on bulletin board used for posting notices of meetings of governing body. (Sec. 4.003(b)). A Record of Posting Notice of Election (PDF) should be completed at the time of posting. (Sec. 4.005).

15th day before Election Day

First day to vote early in person. (Sec. 85.001(a)).

NOTE - Political Subdivisions Other than Cities and Counties: Early voting in person must be conducted at least eight (8) hours each weekday that is not a legal state holiday unless the political subdivision has fewer than 1,000 registered voters, in which case early voting in person must be conducted at least three (3) hours per day. (Sec. 85.005(b)).

NOTE – Cities and counties: Early voting in person must be conducted on the weekdays of the early voting period and during the hours that the county clerk's or city secretary's main business office is regularly open for business. (Sec. 85.005(a)). However, because cities and counties must have office hours for election-related business at least three (3) hours every business day for this type of election, we harmonize these requirements with the result that, if a city or county is not regularly open for business on one or more weekdays, on those "closed" days, a city or county must conduct early voting for at least three (3) hours a day at the main early voting location (except for a city's two 12-hour days, when it must be open for the full 12 hours).

NOTE - Cities: Cities **must** choose two (2) weekdays for the main early voting polling place location to be open for 12 hours during the regular early voting period. City council must choose the two weekdays. (Sec. 85.005(d)).

NOTE - Independent School Districts: Despite the change in state law that allows an ISD to be closed on school holidays during the mandatory office hours period, you are **required** to be open during the entire early voting period, except on legal state and national holidays.

NOTE - Joint Elections: If entities are conducting early voting by personal appearance jointly, we *recommend* a unified schedule covering all requirements; i.e., no entity's requirements should be neglected or subtracted as a result of a joint agreement.

10th day before Election Day

Last day of period during which notice of election must be published if method of giving notice is not specified by a law outside the Election Code and publication is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by a commissioners court or by an authority of a city or school district, must be given by publication in a newspaper in addition to any other method specified. (Secs. 4.003(c) and (d)).

Last day to mail a copy of the notice of election to each registered voter in the county if method of giving notice is not specified by a law outside the Election Code and this method of giving notice is selected. (Secs. 1.006, 4.003(a)(3)).

Cities and Counties – Weekend Early Voting Hours - Notice Requirement: Last day to post notice on bulletin board used for posting notice of city council or commissioners court, if early voting will be conducted on Saturday (Sec. 85.007). Notice must be posted at least 72 hours before early voting begins on a Saturday or Sunday. Notice must also be posted to the political subdivision's website, if one is maintained.

NOTE - NEW LAW: Section 85.007, as amended by House Bill 2721 (2015), requires that the election notice, which includes the days and hours of early voting be posted on the political subdivision's website, if the political subdivision maintains a website.

4th day before Election Day

Last day to vote early by personal appearance. (Sec. 85.001(a)).

Election Day

Polls open 7:00 A.M. – 7:00 P.M.

30 days from date of final invoice

Pay balance due for election services. Please make checks payable to:

Jefferson County Treasurer
P O Box 1151,
Beaumont, Texas 77704-1151

EXHIBIT D

CONTRACT COSTS

Voting Equipment	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00
Communication Devices	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00
Mandatory Signs	
Large A-Frame (ID Required)	\$10.00
Large A-Frame (Notices)	\$10.00
PROGRAMMING	COUNTY COST
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00
BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16

**AGENDA ITEM****July 6, 2021**

Receive and file executed Contract for Independent Contractor Physician as supervising physician for the Jefferson County Employee Health Department.

CONTRACT FOR INDEPENDENT CONTRACTOR PHYSICIAN

State of Texas

County of Jefferson

On this 22nd day of June, 2021 I, Dr. Servet Satir have offered to provide my services as a licensed physician to the Jefferson County, Texas to fulfill the requirements of the Jefferson County Employee Health Department physician and I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County; and
2. I will strictly observe the protocols required by law, specifically Texas Civil Practice and Remedies Code Chapter 88 and the Texas Occupations Code Chapter 157, and as provided to me, by the County office to provide supervision/oversight of the Jefferson County Family Nurse Practitioner; and
3. Physician supervision includes, but is not limited to, on-site medical direction and consultation at least once every ~~ten (10)~~ ^{thirty (30)} business days, receiving daily status report from the nurse practitioner on any problems or complications encountered and being available through direct telecommunication for consultation, assistance with medical emergencies or patient referral; and
4. In exchange for my services, I agree to accept one thousand (\$1,000.00) dollars per month for my services, until this contract is terminated, and that I will work as assigned on the days scheduled for me. ~~If I need to reschedule my work time, I will call Emergency Management; and~~
5. I will follow all medical and safety protocols for personal protection and sanitization at all times; and
6. Jefferson County and I agree that this contract may be terminated upon 30-days written notice by either party; and
6. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment protective clothing during the time I am at this work place, other than that provided to me.

Signed this 22nd day of JUNE, 2021

By: Dr. Servet Satir

Dr. Servet Satir

Address:

615 W. Roundbunch Rd.
Bridge City, TX 77611
(409) 735-7305

Jefferson County



Jeff R. Branick, County Judge

Date:

6/22/21

Attest:



County Clerk

Date:

7/6/2021

**JEFFERSON COUNTY EMERGENCY
SERVICES DISTRICT NO. 3**

**ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

JEFFERSON COUNTY
EMERGENCY SERVICES
DISTRICT NO. 3

Annual Financial Report

For the Year Ended September 30, 2020

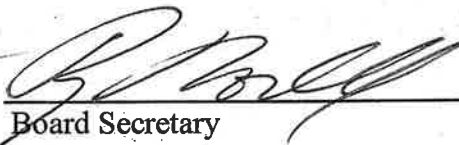
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

CERTIFICATE OF BOARD

We, the undersigned, certify that this accompanying audit report of the above named district was reviewed and approved for the year ended September 30, 2020 at a meeting of the Board of Commissioners held on the 28th day of June, 2021.



~~Board President~~ Vice President



Board Secretary

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
Annual Financial Report
For The Year Ended SEPTEMBER 30, 2020

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INTRODUCTORY SECTION

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3**JEFFERSON COUNTY, TEXAS****FOR THE YEAR ENDED SEPTEMBER 30, 2020****Board of Commissioners**

Terrence Simon
Brandon Rose
Roy Morrell
Mike Doguet
Bryan Phelps

President
Vice President
Secretary
Treasurer
Assistant Secretary

Command Staff

Doug Saunders

Fire Chief

FINANCIAL SECTION

J. R. Edwards & Associates, LLC

Certified Public Accountants

June 25, 2021

INDEPENDENT AUDITOR'S REPORT

The Board of Commissioners
Jefferson County Emergency Services District No. 3
Jefferson County, Texas

We have audited the accompanying financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No.3, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund the Jefferson County Emergency Services District No. 3, as of September 30, 2020, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Board of Commissioners
Jefferson County Emergency Services District No. 3
Page 2

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 - 9 and page 25 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated June 25, 2021 on our consideration of Jefferson County Emergency Services District No. 3's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grants agreements and other matters. The purpose of that report is to solely describe the scope of our testing on internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over the financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Jefferson County Emergency Services District No. 3's internal control over financial reporting and compliance.

J.R. Edwards & Associates, LLC

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

MANAGEMENT'S DISCUSSION AND ANALYSIS

SEPTEMBER 30, 2020

In this section of the Annual Financial Report, we, the managers of the Jefferson County Emergency Services District No. 3 (the District), discuss and analyze the District's financial performance for the fiscal year ended September 30, 2020. We encourage readers to consider the information presented here in conjunction with the independent auditors' report on page 2, and the District's Basic Financial Statements that begin on page 10.

FINANCIAL HIGHLIGHTS

- The District's total combined net position was \$1,187,460 at September 30, 2020.
- During the year, the District's revenues were \$5,997 more than the \$370,182 generated in expenses for governmental activities.
- The general fund reported a fund balance this year of \$300,660. All is for unrestricted use by the District.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements include three components: (1) management's discussion and analysis (this section), (2) the basic financial statements, and (3) required supplementary information.

Government-Wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. They include the Statement of Net Position and the Statement of Activities that provide information about the activities of the District as a whole and present a longer-term view of the District's property and debt obligations and other financial matters. They reflect the flow of total economic resources in a manner similar to the financial reports of a business enterprise.

The Statement of Net Position presents information in a format that displays assets, plus deferred outflows of resources, less liabilities, less deferred inflows of resources to equal net position. Net position is displayed in three components – net investment in capital assets, restricted, and unrestricted. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. To assess the overall health of the District, one needs to consider additional nonfinancial factors such as changes in the District's tax base.

The *Statement of Activities* presents information showing how the government's net position changed during the current fiscal year. All changes in net position are reported for all of the current year's revenues and expenses regardless of when cash is received or paid. Thus, revenue and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the District's government-wide financial statements distinguish the functions of the District as being principally supported by taxes (governmental activities) as opposed to business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges.

OVERVIEW OF THE FINANCIAL STATEMENTS - Continued

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objects. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related requirements. The fund financial statements provide detailed information about the District's most significant funds, *not* the District as a whole.

- Some funds are required by State law and by bond covenants.
- The Board of Commissioners may establish other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The District has the following kinds of funds:

- **Governmental Funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District's major governmental fund is the General Fund. Data for the remaining governmental funds are combined into a single, aggregated presentation.

The District adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Notes to the Financial Statements. The notes provide additional information that is essential to a complete understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 16-24 of this report.

Required Supplementary Information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* that further explains and supports the information in the financial statements. Required supplementary information can be found on page 25 of this report.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 SEPTEMBER 30, 2020

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Our analysis focuses on the Net Position (Table I) and Changes in Net Position (Table II) of the District's governmental activities.

The District's combined net position was \$1,187,467 at September 30, 2020. (See Table I)

Table I
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
Net Position

	September 30, 2020	September 30, 2019
Current and Other Assets	\$ 333,546	\$ 263,239
Capital Assets	1,047,510	1,151,216
Total Assets	1,381,056	1,414,455
Long-term Liabilities	160,030	183,521
Other Liabilities	33,559	49,464
Total Liabilities	193,589	232,985
Net Assets:		
Invested in Capital Assets Net of Related Debt	863,805	932,319
Unrestricted	323,662	249,151
Total Net Position	\$ 1,187,467	\$ 1,181,470

Approximately \$863,000 of the District's net position represents investments in capital assets net of related debt. The \$323,662 of unrestricted net position represents resources available to fund the programs of the District next year.

Changes in net position. The District's total revenues were \$376,179. For the current year most of the revenues resulted from property taxes levied and miscellaneous revenues accounted for less than ten percent.

In future years most of the District's revenues will be derived from property taxes.

Total Cost of all programs and services was \$370,182. The net position of the District for the current year increased \$5,997 (see Table II on page 7 of this report).

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued

Key elements of the governmental activities of the District are reflected in the following table.

TABLE II
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
Changes in Net Position

	September 30, 2020	September 30, 2019
Revenues:		
General Revenues:		
Maintenance and Operations Taxes	330,040	316,275
Grants & Private Contribution	15,664	9,450
Miscellaneous	30,475	17,889
Total Revenue	<u>376,179</u>	<u>343,614</u>
Expenses:		
General government	50,790	51,429
Fire and emergency services	319,392	339,527
Total Expenses Governmental Activities	<u>370,182</u>	<u>390,956</u>
Increase (Decrease) in Net Assets	5,997	(47,342)
Net Position - October 1 (Beginning)	<u>1,181,470</u>	<u>1,228,812</u>
Net Position - September 30 (Ending)	<u>\$ 1,187,467</u>	<u>\$ 1,181,470</u>

GOVERNMENTAL ACTIVITIES

- Property tax rates were set at \$.082627 per \$100 valuation for M&O. The rate for 2020-2021 is set at \$.082627 per \$100 of taxable valuation for M&O.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As previously noted, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

GENERAL FUND BUDGETARY HIGHLIGHTS

There were few budget amendments for the 2019-2020 year and all were approved by the Commissioners.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 SEPTEMBER 30, 2020

CAPITAL ASSET AND LONG-TERM DEBT ACTIVITY

Capital Assets. At September 30, 2020 the District had \$1 million (net of depreciation) invested in capital assets, buildings, equipment and vehicles.

	September 30, 2020	September 30, 2019
Buildings and Improvements	\$ 406,171	\$ 406,171
Emergency equipment and vehicles	1,186,068	1,186,068
Land	209,413	209,413
Totals	<u>1,801,652</u>	<u>1,801,652</u>
Less Accumulated Depreciation:		
Buildings and Improvements	(82,345)	(68,721)
Emergency equipment and vehicles	<u>(671,797)</u>	<u>(581,715)</u>
Total Accumulated Depreciation	<u>(754,142)</u>	<u>(650,436)</u>
Net Capital Assets	<u>\$ 1,047,510</u>	<u>\$ 1,151,216</u>

Long-Term Debt. At year-end, the District had \$183,705 in notes payable and tax exempt obligations outstanding. More detailed information about the District's long-term liabilities is presented in the notes to the financial statements.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
Outstanding Debt

	September 30, 2020	September 30, 2019
Governmental activities:		
Current Portion	\$ 23,675	\$ 35,376
Note Payable	<u>160,030</u>	<u>183,521</u>
Total	<u>\$ 183,705</u>	<u>\$ 218,897</u>

ECONOMIC FACTORS AND NEW YEAR'S BUDGETS AND RATES

- Appraised value used for 2020-2021 budget preparation remained similar to the current year.
- The amount of taxes levied for the 2020-2021 fiscal year are slightly less and expenditures are set to decrease, so fund balance is projected to increase for the next fiscal year.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3**MANAGEMENT'S DISCUSSION AND ANALYSIS****SEPTEMBER 30, 2020****CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the District's finances as well as demonstrate accountability for funds the District receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the District's Fire Chief, P.O. Box 697 China, Texas 77613.

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BASIC FINANCIAL STATEMENTS

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT A

STATEMENT OF NET POSITION

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Primary Government Governmental Activities
ASSETS	
Cash and cash equivalents	\$ 302,752
Taxes receivable - net of allowance	23,517
Prepays	7,277
Capital assets:	
Buildings, property, and equipment, net	838,097
Land	209,413
Total Assets	<u>1,381,056</u>
LIABILITIES	
Accounts payable	9,884
Non-current liabilities:	
Due within one year	23,675
Due in more than one year	160,030
Total Liabilities	<u>193,589</u>
NET POSITION	
Net investment in capital assets	863,805
Unrestricted	323,662
Total Net Position	<u>\$ 1,187,467</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT B

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Functions / Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Primary Government Governmental Activities
Governmental activities:				
General government	\$ 50,790	\$ -	\$ -	\$ (50,790)
Fire and emergency services	319,392	-	-	(319,392)
Total governmental activities	370,182	-	-	(370,182)
Total Primary Government	\$ 370,182	\$ -	\$ -	\$ (370,182)
Property taxes, penalties and interest				330,040
Contributions not restricted to specific programs				15,664
Other miscellaneous				30,475
Total general revenues				376,179
Change in Net Position				5,997
Net Position- Beginning				1,181,470
Net Position - Ending				\$ 1,187,467

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 BALANCE SHEET - GOVERNMENTAL FUNDS
 SEPTEMBER 30, 2020

EXHIBIT C

	Total Governmental Funds <u>General Fund</u>
ASSETS:	
Cash and cash equivalents	\$ 302,752
Property taxes receivable (net of allowances for doubtful accounts)	23,517
Prepaid items	<u>7,277</u>
TOTAL ASSETS	<u><u>\$ 333,546</u></u>
LIABILITIES AND FUND BALANCES:	
LIABILITIES:	
Accounts payable	<u>\$ 9,884</u>
TOTAL LIABILITIES	<u>9,884</u>
DEFERRED INFLOWS OF RESOURCES:	
Unavailable revenue - property tax	<u>23,002</u>
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>23,002</u>
FUND BALANCES:	
Unassigned Fund Balance	<u>300,660</u>
Total fund balances	<u>300,660</u>
TOTAL LIABILITIES DEFERRED INFLOWS AND FUND BALANCE	<u><u>\$ 333,546</u></u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT C-1

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO
 THE STATEMENT OF NET POSITION
 SEPTEMBER 30, 2020

Governmental fund balance as reported on the balance sheet for governmental funds.	\$ 300,660
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	1,047,510
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.	(183,705)
Recognition of deferred revenue as revenue increases net position.	<u>23,002</u>
Total net position as reported on the Statement of Net Position for Governmental Activities.	<u><u>\$ 1,187,467</u></u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
 FUND BALANCES - GOVERNMENTAL FUNDS
 FOR THE YEAR ENDED SEPTEMBER 30, 2019

EXHIBIT D

	Total Governmental Funds
	<u>General Fund</u>
REVENUES	
Property taxes, penalties and interest	\$ 328,437
Other miscellaneous	46,139
Total revenue	<u>374,576</u>
EXPENDITURES:	
Current:	
General government	50,790
Fire and emergency services	215,686
Total expenditures	<u>266,476</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>108,100</u>
OTHER FINANCING SOURCES (USES)	
Principal payments on loan	<u>(35,192)</u>
Total other financing sources and uses	<u>(35,192)</u>
NET CHANGE IN FUND BALANCES	72,908
FUND BALANCES - BEGINNING	<u>227,752</u>
FUND BALANCES - ENDING	<u>\$ 300,660</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT D-1

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Net change in fund balances - total governmental funds (Exhibit D) \$ 72,908

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capital Outlay	\$ -	
Depreciation	<u>(103,706)</u>	(103,706)

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.

35,192

Because some revenues will not be collected for several months after the District's fiscal year end, they are not considered "available" revenue and are deferred in the governmental funds. Deferred revenues increased by this amount in the current period.

1,603

Change in net position of governmental activities (Exhibit B) \$ 5,997

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**Basis of Presentation**

The financial statements of the Jefferson County Emergency Services District No. 3 (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following represents the significant accounting policies used by the District.

A. Reporting Entity

On November 8, 2011, the voters of the District approved the formation of an emergency services district under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Health and Safety Code of the State of Texas. On November 8, 2011, the County Commissioners Court of Jefferson County, Texas approved the order to form the Jefferson County Emergency Services District No. 3. The District was formed on October 1, 2012 and operates under Board of Commissioners appointed by the Commissioners Court of Jefferson County. The District services the areas previously serviced by the City of Nome and the City of China Volunteer Fire departments. The District is exempt from federal income taxes, state sales tax and state franchise tax.

B. Government-wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Changes in Net Position) report information on all of the nonfiduciary activities of the primary government. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The District currently does not have any business-type activities or component units.

The statement of activities demonstrates the degree to which the direct expenses of a given structure or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

C. Fund Financial Statements

The fund financial statements provide information about the government's funds. The emphasis of fund financial statements is on major governmental funds. At this time the District only has one fund.

The District reports the following major governmental funds:

The *general fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**D. Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., both measurable and available to finance expenditures of the fiscal period. Revenues are considered available when they are collectible within the current period or soon enough thereafter to be pay liabilities of the current period. For this purpose, the government considers revenues available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims and judgments, are recorded only when the payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

E. Budgetary Data

The following procedures are utilized in establishing the budgetary data reflected in the basic financial statements:

- a. The Fire Chief submits to the Commissioners a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. The General Fund is the only Fund the District has at this time.
- b. A Public hearing is conducted, after proper official journal notification, to obtain taxpayer comments.
- c. Prior to September 30th, the budget is legally adopted.
- d. Budget appropriations lapse at year-end and are re-established in the succeeding year.
- e. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**F. Cash and Investments**

Cash includes amounts in demand and time deposit accounts. Investments are reported at fair value. Short-term investments, such as certificates of deposit and debt securities with a maturity date of less than one year, are reported at cost, which approximates fair value.

G. Property Taxes Receivable

Property appraisal within the District is the responsibility of the Jefferson County Appraisal District (Appraisal District). The Appraisal District is required under the Property Tax Code to appraise all property within the County on the basis of 100% of its market value.

In the governmental fund financial statements, property taxes that are measurable and available (receivable within the current period and collected within the current period or within 60 days thereafter to be used to pay liabilities of the current period) are recognized as revenue in the year of levy. Property taxes that are measurable, but not available, are recorded, net of estimated uncollectible amounts, as deferred revenues in the year of levy. Such deferred revenues are recognized as revenue in the fiscal year in which they become available.

H. Receivables

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

I. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

J. Capital Assets

Capital assets which include property, furniture, and equipment are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. When assets are retired or otherwise disposed of, the related costs or other recorded amounts are removed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	20-30
Leasehold Improvements	15-30
Furniture and Equipment	5-10
Vehicles	5-15

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**K. Long-term Obligations**

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method. Bonds payable are reported net of the applicable bond premium or discount.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as expenditures. The accounting for proprietary funds is the same in the fund statements as it is in the government-wide statements.

L. Fund Equity

In the fund financial statements, governmental funds report classifications of fund balance based on controls placed upon the funds. In accordance with GASB Statement No. 54, fund balance classifications are recorded as follows:

Non-spendable Fund Balance – amounts that are not in spendable form or amounts that are legally and contractually required to be maintained intact.

Restricted Fund Balance – amounts constrained to a specific purpose by external parties through constitutional provisions or by enabling legislation.

Committed Fund Balance – amounts constrained to a specific purpose by the Commissioners (the highest level of authority within the District); amounts may only be appropriated by resolution of the Board of Commissioners and those amounts cannot be used for any other purpose unless the Commissioners take the same action to remove or change the constraint.

Assigned Fund Balance- the Board of Commissioners delegate authority to the District Fire Chief to assign amounts for specific purpose as appropriate.

Unassigned Fund balance – residual classification applicable to the general fund only.

The District's unassigned general fund balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The unassigned general fund balance may only be appropriated by resolution of the Commissioners.

When it is appropriate for fund balance to be assigned, the Commissioners delegate authority to the District Fire Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is from the most restrictive to the least restrictive, unless otherwise approved by the Commissioners.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3**NOTES TO FINANCIAL STATEMENTS**

SEPTEMBER 30, 2020

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**M. Implementation of New Standards**

GASB Statement 63 Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position, amends the net asset reporting requirements in Statement No. 34 and other pronouncements by incorporating deferred outflows of the resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position rather than net assets. This is reflected in the District's financial statements.

N. Date of Management's Review

In preparing the financial statements, the District has evaluated events and transactions for potential recognition for disclosure through June 25, 2021, the date that the financial statements were available to be issued.

NOTE 2: CASH AND INVESTMENTS

At year-end, the District's carrying amount of deposits was \$302,752 and the bank balance was \$305,472. At September 30, 2020 the bank balance was covered by federal depository insurance. Deposits are exposed to custodial risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. Of the bank balance, \$250,000 was covered by federal depository insurance. The remaining bank balance was collateralized by securities held by the District's agent in name of the District.

NOTE 3: PROPERTY TAXES

Property taxes are collected by Allison Nathan Getz, Jefferson County Tax Assessor Collector, and are forwarded to the District through bank transfer. The tax rate held by the District during 2020 was \$.082627 per \$100 of assessed valuation. Property tax revenues are considered available when they become due or past due and are considered receivable within the current period, including those property taxes expected to be collected during a 60 day period after the close of the District's fiscal year. Property taxes are levied on October 1 of each year, a lien is placed on the property on January 1, and the taxes become due on January 31. The taxable assessed value for the roll of December 31, 2020 was \$386,836,045. Property taxes receivable for 2020 are \$39,195 net of allowance for doubtful accounts of \$15,678.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

NOTE 4: CAPITAL ASSETS

Capital asset activity for the governmental activities for the year ended September 30, 2020 was as follows:

Governmental Activities	Beginning Balance	Current Year		Ending Balance
		Increases	Decreases	
Capital assets being depreciated:				
Buildings	\$ 406,171	\$ -	\$ -	\$ 406,171
Fire equipment and vehicles	1,186,068	-	-	1,186,068
Total capital assets being depreciated:	1,592,239	-	-	1,592,239
Less accumulated depreciation:				
Buildings	(68,722)	(13,622)	-	(82,344)
Fire equipment and vehicles	(581,714)	(90,084)	-	(671,798)
Total accumulated depreciation	(650,436)	(103,706)	-	(754,142)
Total capital assets being depreciated, net	941,803	(103,706)	-	838,097
Capital assets not being depreciated /				
Land	209,413	-	-	209,413
Governmental activities capital assets, net	\$ 941,803	\$ (103,706)	\$ -	\$ 1,047,510

Depreciation expense of the governmental activities was charged to functions/programs as follows:

Public Safety	\$ 103,706
Total Depreciation Expense - Governmental Activities	\$ 103,706

NOTE 5: SHORT TERM DEBT

The Texas Health & Safety Code section 775.031 authorizes Districts to borrow money in order to perform the functions of the district and to provide emergency services. Upon formation, the District obtained an unsecured line of credit to cover expenditures prior to receipt of initial tax revenue. The District's line of credit is with Community Bank of Texas, N.A. Borrowings are permitted up to \$100,000 and interest is payable monthly at a rate of 2.15% per annum based on year of 360 days. There was no outstanding balance as of September 30, 2020.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

NOTE 6: LONG TERM DEBT

The District entered into loan agreements for the purchase of vehicles for fire and emergency services.

Long-term debt at September 30, 2020, is summarized as follows:

<u>Date Issued</u>	<u>Amount</u>	<u>Final Maturity</u>	<u>Annual Installments</u>	<u>% Rate</u>	<u>Outstanding Balance</u>
2013	132,475	2020	\$20,000	2.15%	-
2017	250,000	2027	\$29,882	3.38%	183,705
					<u>\$ 183,705</u>

Interest on the 2013 loan shall be computed at a fixed rate of 2.15% for three years; thereafter, until maturity, at a rate per annum which is sixty-six percent (66%) of the index, but in no event to exceed the highest lawful rate. Adjustments in the varying rate in interest will be made on each anniversary date of the note beginning March 1, 2016.

Annual requirements to maturity for the loan is as follows:

<u>Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	23,675	6,207	29,882
2022	24,476	5,406	29,882
2023	25,304	4,578	29,882
2024	26,159	3,722	29,881
2025	27,044	2,838	29,882
2026 and after	57,047	2,900	59,947
Total	<u>\$ 183,705</u>	<u>\$ 25,651</u>	<u>\$ 209,356</u>

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**NOTE 6: LONG TERM DEBT, Continued**Changes in long-term liabilities

Long-term liability activity for the year ended September 30, 2020, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Loan payable	218,897	-	35,192	183,705	23,675
Governmental activities					
Long-Term Liabilities	<u>\$ 218,897</u>	<u>\$ -</u>	<u>\$ 35,192</u>	<u>\$ 183,705</u>	<u>\$ 23,675</u>

NOTE 7: OTHER INFORMATION**A. Interlocal Agreement**

The District continues an agreement with the Orange County Emergency Services District No. 1 (ESD No. 1) of Orange County, Texas for the exchange of dispatch services. ESD No. 1 shall be responsible for providing necessary communication services to the District as stated in the agreement. All dispatch personnel shall be employees of ESD No. 1 and subject to all rules and regulations regarding ESD No. 1 employees. The District shall be responsible for maintaining its own radio equipment and related equipment maintenance as needed for the provision of communication services provided. The District agrees to pay the ESD No. 1 \$13,000 annually for these services. An amended agreement will be required if any additional costs are incurred.

B. Risk Management

The District continues to carry commercial insurance for the risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage during the year. Management believes the amount and types of coverage are adequate to protect the District from losses which could reasonably be expected to occur.

C. Contingent Liabilities

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any to be immaterial.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3**NOTES TO FINANCIAL STATEMENTS****SEPTEMBER 30, 2020****NOTE 8: LEASES**Operating Leases

The District is committed under an operating lease that can be canceled with 120 days' notice, for the use of the Nome Fire Station (in the General Fund). Future minimum operating lease commitments are as follows:

<u>Year ending September 30,</u>	
2021	\$ 600
2022	600
2023	600
2024	600
2025	600
Total	<u>\$ 3,000</u>

The above lease contains two automatic five year renewal terms.

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 BUDGET AND ACTUAL - GENERAL FUND
 FOR THE YEAR ENDED SEPTEMBER 30, 2020

EXHIBIT E

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
Property taxes, penalties and interest	\$ 320,000	\$ 330,000	\$ 328,437	\$ (1,563)
Other miscellaneous	15,200	47,200	46,139	(1,061)
Total revenue	335,200	377,200	374,576	(2,624)
EXPENDITURES				
Current:				
General government	47,663	49,530	50,790	(1,260)
Fire and emergency services	241,225	244,850	215,686	29,164
Total expenditures	288,888	294,380	266,476	27,904
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	46,312	82,820	108,100	25,280
OTHER FINANCING SOURCES (USES)				
Principal Payments on loan	(74,000)	(80,048)	(35,192)	44,856
Issuance of debt	-	-	-	-
Total other financing sources and uses	(74,000)	(80,048)	(35,192)	44,856
NET CHANGE IN FUND BALANCES	(27,688)	2,772	72,908	70,136
FUND BALANCES AT BEGINNING OF YEAR	227,752	227,752	227,752	-
FUND BALANCE AT END OF YEAR	\$ 200,064	\$ 230,524	\$ 300,660	\$ 70,136

The accompanying notes are an integral part of this financial statement.

COMPLIANCE SECTION

J. R. Edwards & Associates, LLC

Certified Public Accountants

June 25, 2021

***INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS***

Board of Commissioners
Jefferson County Emergency Services District No. 3
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No. 3 (District), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 25, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Jefferson County Emergency Services District No. 3 financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an

Jefferson County Emergency Services District No. 3**Page 2**

opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

J.R. Edwards & Associates, LLC

**JEFFERSON COUNTY EMERGENCY
SERVICES DISTRICT NO. 4**

**ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

**JEFFERSON COUNTY
EMERGENCY SERVICES
DISTRICT NO. 4**

Annual Financial Report

For the Year Ended September 30, 2020

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4
Annual Financial Report
For The Year Ended SEPTEMBER 30, 2020

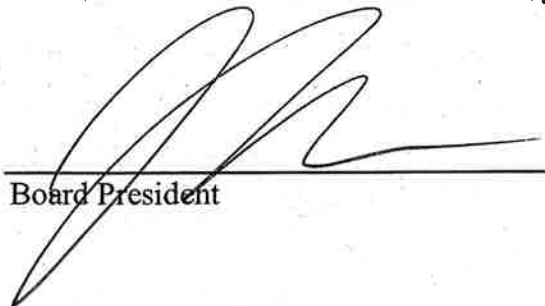
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JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4

CERTIFICATE OF BOARD

We, the undersigned, certify that this accompanying audit report of the above named district was reviewed and approved for the year ended September 30, 2020 at a meeting of the Board of Commissioners held on the 21st day of June, 2021.


Board President
Board Secretary

INTRODUCTORY SECTION

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4**JEFFERSON COUNTY, TEXAS****FOR THE YEAR ENDED SEPTEMBER 30, 2020****Board of Commissioners**

Jeffery Roebuck
Charles Reneau
Randy Walston
Sandra Melton
Robert Bordes
David Stacey

President
Vice President
Secretary
Treasurer
Asst. Treasurer
District Manager

Command Staff

Jeremy Hansen

Fire Chief

FINANCIAL SECTION

J. R. Edwards & Associates, LLC

Certified Public Accountants

June 17, 2021

INDEPENDENT AUDITOR'S REPORT

The Board of Commissioners
Jefferson County Emergency Services District No. 4
Jefferson County, Texas

We have audited the accompanying financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No.4, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund the Jefferson County Emergency Services District No. 4, as of September 30, 2020, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Board of Commissioners
Jefferson County Emergency Services District No. 4
Jefferson County, Texas
June 17, 2021

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 - 9 and page 23 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated June 17, 2021 on our consideration of Jefferson County Emergency Services District No. 4's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grants agreements and other matters. The purpose of that report is to solely describe the scope of our testing on internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over the financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Jefferson County Emergency Services District No. 4's internal control over financial reporting and compliance.

J.R. Edwards & Associates, LLC

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 SEPTEMBER 30, 2020

In this section of the Annual Financial Report, we, the managers of the Jefferson County Emergency Services District No. 4 (the District), discuss and analyze the District's financial performance for the fiscal year ended September 30, 2020. We encourage readers to consider the information presented here in conjunction with the independent auditors' report on page 2, and the District's Basic Financial Statements that begin on page 10.

FINANCIAL HIGHLIGHTS

- The District's total combined net position was \$1,816,965 at September 30, 2020, as compared to \$1,511,679 at September 30, 2019.
- During the year, the District's expenses were \$305,286 less than the \$768,754 generated in taxes and other revenues for governmental activities.
- The general fund reported a fund balance this year of \$934,021. All is for unrestricted use by the District. The prior year fund balance was \$547,148 at year end.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements include three components: (1) management's discussion and analysis (this section), (2) the basic financial statements, and (3) required supplementary information.

Government-Wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. They include the Statement of Net Position and the Statement of Activities that provide information about the activities of the District as a whole and present a longer-term view of the District's property and debt obligations and other financial matters. They reflect the flow of total economic resources in a manner similar to the financial reports of a business enterprise.

The Statement of Net Position presents information in a format that displays assets, plus deferred outflows of resources, less liabilities, less deferred inflows of resources to equal net position. Net position is displayed in three components – net investment in capital assets, restricted, and unrestricted. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. To assess the overall health of the District, one needs to consider additional nonfinancial factors such as changes in the District's tax base.

The *Statement of Activities* presents information showing how the government's net position changed during the current fiscal year. All changes in net position are reported for all of the current year's revenues and expenses regardless of when cash is received or paid. Thus, revenue and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the District's government-wide financial statements distinguish the functions of the District as being principally supported by taxes (governmental activities) as opposed to business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 SEPTEMBER 30, 2020

OVERVIEW OF THE FINANCIAL STATEMENTS - Continued

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objects. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related requirements. The fund financial statements provide detailed information about the District's most significant funds, *not* the District as a whole.

- Some funds are required by State law and by bond covenants.
- The Board of Commissioners may establish other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The District has the following kinds of funds:

- **Governmental Funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District's major governmental fund is the General Fund. Data for the remaining governmental funds are combined into a single, aggregated presentation.

The District adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Notes to the Financial Statements. The notes provide additional information that is essential to a complete understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 16-22 of this report.

Required Supplementary Information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* that further explains and supports the information in the financial statements. Required supplementary information can be found on page 23 of this report.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 SEPTEMBER 30, 2020

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Our analysis focuses on the Net Position (Table I) and Changes in Net Position (Table II) of the District's governmental activities.

The District's combined net position was \$1,816,965 at September 30, 2020. (See Table I)

Table I
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4
Net Position

	September 30, 2020	September 30, 2019
Current and Other Assets	\$ 975,056	\$ 596,260
Capital Assets	1,009,442	1,203,983
Total Assets	<u>1,984,498</u>	<u>1,800,243</u>
Long-term Liabilities	84,376	156,170
Other Liabilities	83,157	132,394
Total Liabilities	<u>167,533</u>	<u>288,564</u>
Net Assets:		
Invested in Capital Assets Net of Related Debt	853,272	937,403
Unrestricted	963,693	574,276
Total Net Position	<u>\$ 1,816,965</u>	<u>\$ 1,511,679</u>

A portion of the District's net position, \$853,272, reflects its investment in capital assets net of related debt. The District uses these capital assets to provide services to citizens; therefore, these assets are not available for future spending. The \$963,693 of unrestricted net position represents resources available to fund the programs of the District next year.

Changes in net position. The District's total revenues were \$768,754. For the current year most of the revenues resulted from property taxes levied. Miscellaneous revenues accounted for approximately 25 percent, the increase a result of insurance proceeds.

In future years most of the District's revenues will be derived from property taxes.

Total Cost of all programs and services was \$463,468. The net position of the District for the current year increased \$305,286 (see Table II on page 7 of this report).

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued

Key elements of the governmental activities of the District are reflected in the following table.

TABLE II
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4
Changes in Net Position

	September 30, 2020	September 30, 2019
Revenues:		
General Revenues:		
Maintenance and Operations Taxes	575,741	571,454
Miscellaneous	193,013	36,514
Total Revenue	<u>768,754</u>	<u>607,968</u>
Expenses:		
General government	262,188	126,479
Fire and emergency services	201,280	329,332
Total Expenses Governmental Activities	<u>463,468</u>	<u>455,811</u>
Increase (Decrease) in Net Assets	305,286	152,157
Net Assets - October 1 (Beginning)	1,511,679	1,359,522
Net Assets - September 30 (Ending)	<u>\$ 1,816,965</u>	<u>\$ 1,511,679</u>

GOVERNMENTAL ACTIVITIES

- Property tax rates were set at \$.076438 per \$100 valuation for M&O. The rate for 2020-2021 is set at \$.079971 per \$100 of taxable valuation for M&O.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As previously noted, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

GENERAL FUND BUDGETARY HIGHLIGHTS

There was one budget amendment for the 2019-2020 year and it was approved by the Commissioners.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

CAPITAL ASSET AND LONG-TERM DEBT ACTIVITY

Capital Assets. At September 30, 2020 the District had \$1009,442 (net of depreciation) invested in capital assets, buildings, equipment and vehicles.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4

Capital Assets

Governmental Activities

	September 30, 2020	September 30, 2019
Buildings and Improvements	\$ 85,530	\$ 67,155
Emergency equipment and vehicles	1,375,213	1,537,603
Totals	<u>1,460,743</u>	<u>1,604,758</u>
Less Accumulated Depreciation:		
Buildings and Improvements	(4,817)	(3,589)
Emergency equipment and vehicles	(446,484)	(397,187)
Total Accumulated Depreciation	<u>(451,301)</u>	<u>(400,776)</u>
Net Capital Assets	<u>\$ 1,009,442</u>	<u>\$ 1,203,982</u>

Long-Term Debt. At year-end, the District had \$156,170 in notes payable outstanding. More detailed information about the District's long-term liabilities is presented in the notes to the financial statements.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4

Outstanding Debt

	September 30, 2020	September 30, 2019
Governmental activities:		
Note Payable	\$ 156,170	\$ 266,580
Total	<u>\$ 156,170</u>	<u>\$ 266,580</u>

ECONOMIC FACTORS AND NEW YEAR'S BUDGETS AND RATES

- The District's board adopted a balanced budget for the next fiscal year after giving consideration to the property tax assessed valuations and the level tax rate along with the needs of the District.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the District's finances as well as demonstrate accountability for funds the District receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Jefferson County Emergency Services District No 4.

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BASIC FINANCIAL STATEMENTS

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

EXHIBIT A

STATEMENT OF NET POSITION

FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Primary Governmental Governmental Activities
ASSETS	
Cash and cash equivalents	\$ 938,156
Taxes receivable - net of allowance	31,411
Other receivables	150
Prepays	5,339
Capital assets:	
Buildings, property, and equipment, net	1,009,442
Total Assets	<u>1,984,498</u>
LIABILITIES	
Accounts payable	11,363
Non-current liabilities:	
Due within one year	71,793
Due in more than one year	84,377
Total Liabilities	<u>167,533</u>
NET POSITION	
Net investment in capital assets	853,272
Unrestricted	963,693
Total Net Position	<u>\$ 1,816,965</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

EXHIBIT B

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Functions / Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Primary Government Governmental Activities
Governmental activities:				
General government	\$ 262,188	\$ -	\$ -	\$ (262,188)
Fire and emergency services	201,280	-	-	(201,280)
Total governmental activities	463,468	-	-	(463,468)
Total Primary Government	\$ 463,468	\$ -	\$ -	\$ (463,468)
Property taxes, penalties and interest				575,741
Contributions not restricted to specific programs				
Other miscellaneous				193,013
Total general revenues				768,754
Change in Net Position				305,286
Net Position- Beginning				1,511,679
Net Position - Ending				\$ 1,816,965

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4
BALANCE SHEET - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

EXHIBIT C

	Total Governmental Funds <u>General Fund</u>
ASSETS:	
Cash and cash equivalents	\$ 938,156
Property taxes receivable (net of allowances for doubtful accounts)	31,411
Other receivables	150
Prepaid items	<u>5,339</u>
TOTAL ASSETS	<u><u>\$ 975,056</u></u>
LIABILITIES AND FUND BALANCES:	
LIABILITIES:	
Accounts payable	<u>\$ 11,363</u>
TOTAL LIABILITIES	<u>11,363</u>
DEFERRED INFLOWS OF RESOURCES:	
Unavailable revenue - property tax	<u>29,672</u>
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>29,672</u>
FUND BALANCES:	
Unassigned Fund Balance	<u>934,021</u>
Total fund balances	<u>934,021</u>
 TOTAL LIABILITIES DEFERRED INFLOWS AND FUND BALANCE	 <u><u>\$ 975,056</u></u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

EXHIBIT C-1

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO
THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2020

Governmental fund balance as reported on the balance sheet for governmental funds.	\$ 934,021
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	1,009,442
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.	(156,170)
Recognition of deferred revenue as revenue increases net position.	<u>29,672</u>
Total net position as reported on the Statement of Net Position for Governmental Activities.	<u>\$ 1,816,965</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

EXHIBIT D

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Total Governmental Funds <u>General Fund</u>
REVENUES	
Property taxes, penalties and interest	\$ 573,197
Other miscellaneous	193,013
Total revenue	<u>766,210</u>
EXPENDITURES:	
Current:	
General government	136,851
Fire and emergency services	132,076
Total expenditures	<u>268,927</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>497,283</u>
OTHER FINANCING SOURCES (USES)	
Issuance of debt	-
Principal payments on loan	(110,410)
Total other financing sources and uses	<u>(110,410)</u>
NET CHANGE IN FUND BALANCES	386,873
FUND BALANCES - BEGINNING	<u>547,148</u>
FUND BALANCES - ENDING	<u>\$ 934,021</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

EXHIBIT D-1

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2020

Net change in fund balances - total governmental funds (Exhibit D) \$ 386,873

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capital Outlay, net of asset dispositions	\$ (69,204)	
Depreciation	<u>(125,336)</u>	(194,540)

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.

Issuance of new debt	\$ -	
Principal payments on loan	<u>110,410</u>	110,410

Because some revenues will not be collected for several months after the District's fiscal year end, they are not considered "available" revenue and are deferred in the governmental funds. Deferred revenues decreased by this amount in the current period.

	<u>2,543</u>	
Change in net position of governmental activities (Exhibit B)	<u><u>\$ 305,286</u></u>	

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**Basis of Presentation**

The financial statements of the Jefferson County Emergency Services District No. 4 (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following represents the significant accounting policies used by the District.

A. Reporting Entity

On May 11, 2013, the voters of the District approved the formation of an emergency services district under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Health and Safety Code of the State of Texas. On May 11, 2013, the County Commissioners Court of Jefferson County, Texas approved the order to form the Jefferson County Emergency Services District No. 4. The District was formed on June 10, 2013 and operates under Board of Commissioners appointed by the Commissioners Court of Jefferson County. The District services the areas previously serviced by the Cheek Volunteer Fire Department and the Labelle-Fannett Volunteer Fire Department. The District is exempt from federal income taxes, state sales tax and state franchise tax.

B. Government-wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Changes in Net Position) report information on all of the nonfiduciary activities of the primary government. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The District currently does not have any business-type activities or component units.

The statement of activities demonstrates the degree to which the direct expenses of a given structure or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

C. Fund Financial Statements

The fund financial statements provide information about the government's funds. The emphasis of fund financial statements is on major governmental funds. At this time the District only has one fund.

The District reports the following major governmental funds:

The *general fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**D. Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., both measurable and available to finance expenditures of the fiscal period. Revenues are considered available when they are collectible within the current period or soon enough thereafter to be pay liabilities of the current period. For this purpose, the government considers revenues available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims and judgments, are recorded only when the payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

E. Budgetary Data

The following procedures are utilized in establishing the budgetary data reflected in the basic financial statements:

- a. The Fire Chief submits to the Commissioners a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. The General Fund is the only Fund the District has at this time.
- b. A Public hearing is conducted, after proper official journal notification, to obtain taxpayer comments.
- c. Prior to September 30th, the budget is legally adopted.
- d. Budget appropriations lapse at year-end and are re-established in the succeeding year.
- e. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

F. Cash and Investments

Cash includes amounts in demand and time deposit accounts. Investments are reported at fair value. Short-term investments, such as certificates of deposit and debt securities with a maturity date of less than one year, are reported at cost, which approximates fair value.

G. Property Taxes Receivable

Property appraisal within the District is the responsibility of the Jefferson County Appraisal District (Appraisal District). The Appraisal District is required under the Property Tax Code to appraise all property within the County on the basis of 100% of its market value.

In the governmental fund financial statements, property taxes that are measurable and available (receivable within the current period and collected within the current period or within 60 days thereafter to be used to pay liabilities of the current period) are recognized as revenue in the year of levy. Property taxes that are measurable, but not available, are recorded, net of estimated uncollectible amounts, as deferred revenues in the year of levy. Such deferred revenues are recognized as revenue in the fiscal year in which they become available.

H. Receivables

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

I. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

J. Capital Assets

Capital assets which include property, furniture, and equipment are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. When assets are retired or otherwise disposed of, the related costs or other recorded amounts are removed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	20-30
Leasehold Improvements	15-30
Furniture and Equipment	5-10
Vehicles	5-15

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

K. Long-term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method. Bonds payable are reported net of the applicable bond premium or discount.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as expenditures.

L. Fund Equity

In the fund financial statements, governmental funds report classifications of fund balance based on controls placed upon the funds. In accordance with GASB Statement No. 54, fund balance classifications are recorded as follows:

Non-spendable Fund Balance – amounts that are not in spendable form or amounts that are legally and contractually required to be maintained intact.

Restricted Fund Balance – amounts constrained to a specific purpose by external parties through constitutional provisions or by enabling legislation.

Committed Fund Balance – amounts constrained to a specific purpose by the Commissioners (the highest level of authority within the District); amounts may only be appropriated by resolution of the Board of Commissioners and those amounts cannot be used for any other purpose unless the Commissioners take the same action to remove or change the constraint.

Assigned Fund Balance- the Board of Commissioners delegate authority to the District Fire Chief to assign amounts for specific purpose as appropriate.

Unassigned Fund balance – residual classification applicable to the general fund only.

The District's unassigned general fund balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The unassigned general fund balance may only be appropriated by resolution of the Commissioners.

When it is appropriate for fund balance to be assigned, the Commissioners delegate authority to the District Fire Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is from the most restrictive to the least restrictive, unless otherwise approved by the Commissioners.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4**NOTES TO FINANCIAL STATEMENTS**

SEPTEMBER 30, 2020

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**M. Implementation of New Standards**

GASB Statement 63 Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position, amends the net asset reporting requirements in Statement No. 34 and other pronouncements by incorporating deferred outflows of the resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position rather than net assets. This is reflected in the District's financial statements.

N. Date of Management's Review

In preparing the financial statements, the District has evaluated events and transactions for potential recognition for disclosure through June 17, 2021, the date that the financial statements were available to be issued.

NOTE 2: CASH AND INVESTMENTS

At year-end, the District's carrying amount of deposits was \$938,156 and the bank balance was \$942,060. At September 30, 2020, the bank balance was covered by federal depository insurance. Deposits are exposed to custodial risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. The District's ending bank balance was \$942,060 as of September 30, 2020. Of this amount, \$250,000 was covered by FDIC insurance; the remainder was covered by \$788,913 of pledged securities held in the District's name, allowing the District to be collateralized.

NOTE 3: PROPERTY TAXES

Property taxes are collected by Allison Getz, Jefferson County Tax Assessor Collector, and are forwarded to the District through bank transfer. The tax rate held by the District during 2020 was \$.076438 per \$100 of assessed valuation. Property tax revenues are considered available when they become due or past due and are considered receivable within the current period, including those property taxes expected to be collected during a 60 day period after the close of the District's fiscal year. Property taxes are levied on October 1 of each year, a lien is placed on the property on January 1, and the taxes become due on January 31. The taxable assessed value for the roll of December 31, 2019 was \$739,993,748. Property taxes receivable for 2020 are \$31,411 net of allowance for doubtful accounts of \$26,888.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

NOTE 4: CAPITAL ASSETS

Capital asset activity for the governmental activities for the year ended September 30, 2020 was as follows:

Governmental Activities	Beginning Balance	Current Year		Ending Balance
		Increases	Decreases	
Capital assets being depreciated:				
Buildings	\$ 67,155	\$ 18,375	\$ -	\$ 85,530
Fire equipment and vehicles	1,537,602	65,420	(227,809)	1,375,213
Total capital assets being depreciated:	1,604,757	83,795	(227,809)	1,460,743
Less accumulated depreciation:				
Buildings	(3,588)	(1,229)	-	(4,817)
Fire equipment and vehicles	(397,187)	(124,107)	74,810	(446,484)
Total accumulated depreciation	(400,775)	(125,336)	74,810	(451,301)
Total capital assets being depreciated, net	1,203,982	(41,541)	(152,999)	1,009,442
Governmental activities capital assets, net	\$ 1,203,982	\$ (41,541)	\$ (152,999)	\$ 1,009,442

Depreciation expense of the governmental activities was charged to functions/programs as follows:

Fire and Emergency Services	\$ 125,336
Total Depreciation Expense - Governmental Activities	\$ 125,336

NOTE 5: LONG TERM DEBT

The District entered into a loan agreement for the purchase of a vehicle for fire and emergency services.

Long-term debt at September 30, 2020, is summarized as follows:

Date Issued	Amount	Final Maturity	Annual Installments	% Rate	Outstanding Balance
2015	\$ 189,516	2020	\$ 41,011	2.686%	\$ -
2016	152,000	2021	32,604	2.379%	31,846
2019	200,000	2023	44,540	3.694%	124,324
					\$ 156,170

Interest on the loan shall be computed at a fixed rate of 2.686% and 2.379% and 3.694% respectively, for five years provided that such rate shall not exceed the highest lawful rate. This note may be prepaid in full according to the early redemption value on due date of the loan in years three and four as shown on the table below.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE 5: LONG TERM DEBT, Continued

Annual requirements to maturity for the loan is as follows:

Year Ending September 30,	Principal	Interest	Total	Early Redemption Value
2021	71,793	5,351	77,144	84,755
2022	41,423	3,117	44,540	43,096
2023	42,954	1,587	44,541	-
Total	<u>\$ 156,170</u>	<u>\$ 10,055</u>	<u>\$ 166,225</u>	<u>\$ 127,851</u>

Changes in long-term liabilities

Long-term liability activity for the year ended September 30, 2020, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Loans payable	266,580	-	110,410	156,170	71,793
Governmental activities					
Long-Term Liabilities	<u>\$ 266,580</u>	<u>\$ -</u>	<u>\$ 110,410</u>	<u>\$ 156,170</u>	<u>\$ 71,793</u>

NOTE 6: OTHER INFORMATION

A. Risk Management

The District continues to carry commercial insurance for the risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage during the year. Management believes the amount and types of coverage are adequate to protect the District from losses which could reasonably be expected to occur.

B. Contingent Liabilities

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any to be immaterial.

C. Loan of Vehicle

On June 17, 2019, at the regular meeting of the Board of Commissioners, a motion was made and approved to loan the 1990 E-1 Pumper (old engine 41), to the Jefferson County ESD No. 3 for its temporary use at its Meeker Station on the condition that Jefferson County ESD No. 3 provide insurance coverage on the apparatus during the period on loan. The pumper was returned to ESD No. 4 on December 16, 2020.

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

EXHIBIT E

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 BUDGET AND ACTUAL - GENERAL FUND
 FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Property taxes, penalties and interest	\$ 565,000	\$ 588,000	\$ 573,197	\$ (14,803)
Other miscellaneous	163,000	347,800	193,013	(154,787)
Total revenue	728,000	935,800	766,210	(169,590)
EXPENDITURES				
Current:				
General government	133,600	136,225	136,851	(626)
Fire and emergency services	477,555	502,023	132,076	369,947
Total expenditures	611,155	638,248	268,927	369,321
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	116,845	297,552	497,283	199,731
OTHER FINANCING SOURCES (USES)				
Proceeds from loan	-	-	-	-
Principal payments on loan	(109,569)	(109,417)	(110,410)	(993)
Total other financing sources and uses	(109,569)	(109,417)	(110,410)	(993)
NET CHANGE IN FUND BALANCES	7,276	188,135	386,873	198,738
FUND BALANCES AT BEGINNING OF YEAR	547,148	547,148	547,148	-
FUND BALANCE AT END OF YEAR	\$ 554,424	\$ 735,283	\$ 934,021	\$ 198,738

The accompanying notes are an integral part of this financial statement.

COMPLIANCE SECTION

J. R. Edwards & Associates, LLC

Certified Public Accountants

June 17, 2021

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Commissioners
Jefferson County Emergency Services District No. 4
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No. 4 (District), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 17, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Jefferson County Emergency Services District No. 4 financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Board of Commissioners
Jefferson County Emergency Services District No. 4
June 17, 2021

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

J.R. Edwards & Associates, LLC

**AGENDA ITEM****July 6, 2021**

Consider, possibly approve, authorize the County Judge to execute, receive and file Certification of Pre-Construction Approvals for TxCDBG contract 7217240.



CERTIFICATION OF PRE-CONSTRUCTION APPROVALS

A401

Grant Recipient: Jefferson County, Texas Contract No.: 7217240

List all pre-construction approvals or permits required by state or federal agencies other than TDA.

Common permits and approvals are listed below. If a permit type is not available from the list, please type in the appropriate permit name.

Date Permit
Received

TDA Monitor
Approval Date

1	Permit Type	TCEQ Plans Approval Sewer System Work	02/04/2021		+	-
2	Permit Type	Jefferson County right-of-way permit	03/10/2021		+	-

I, Toby Davis, a licensed professional engineer certify that the above reflect all applicable permits or approvals required by any federal, state or local entity or regulatory agency applicable to TxCDBG contract # 7217240.



Toby Davis	LJA Engineering	F-1386
Engineer's Printed Name	Engineering Firm Name	Engineering Firm Registration Number
		7/1/2021
Engineer's Signature		Date

Additional Comments (If Necessary):

		7/6/2021
Chief Local Official's Printed Name	Chief Local Official's Signature	Date

Special, July 06, 2021

There being no further business to come before the Court at this time,
same is now here adjourned on this date, July 06, 2021