

**SPECIAL, 3/15/2022 10:30:00 AM**

BE IT REMEMBERED that on March 15, 2022, 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 (ABSENT)

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Laurie Leister, County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*March 15, 2022*

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  
 March 15, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **15th** day of **March 2022** 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:

9:30 a.m.-WORKSHOP -Receive update on Emergency Rental Assistance Program.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.

The following options are available:

View live with audio from the County Webpage: [https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm)

Listen to audio by calling 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: Michael S. Sinegal, Commissioner, Precinct Three**

*Notice of Meeting and Agenda and Minutes*  
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**PLEDGE OF ALLEGIANCE: Everett "Bo" Alfred, Commissioner,  
Precinct Four**

## **PURCHASING:**

1. Consider and approve, execute, receive and file Professional Service Agreement (PROF 22-015/DC) with Terracon for Pavement Engineering Services for Labelle Road-Major Drive to County Landfill Entrance in the amount of \$14,000.00. Funding available through budgeted Capital Project Cap 015.

**SEE ATTACHMENTS ON PAGES 12 - 20**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 22-016/DC) with e. Sullivan Advertising & Design to be appointed Marketing Communications Agency for Jack Brooks Regional Airport, commencing February 1, 2022 and ending September 30, 2022. Not to exceed \$39,000.00 for Marketing and Promotion of the Airport; with funding being through budgeted funds.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

**SEE ATTACHMENTS ON PAGES 144 - 147**

3. Consider and approve, Texas Regional Title to research the Erie Street right-of-way to assist with determining if rights-of-way were retained for future use for \$5,000.00 maximum cost. Funding available through budgeted available Capital Projects

**SEE ATTACHMENTS ON PAGES 21 - 21**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

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4. Consider and approve, execute, receive and file Amendment No. 1 to Request for Proposal (RFP 17-037/YS), Inmate Healthcare for Jefferson County with CorrHealth LLC. This amendment will extend the contract from April 6, 2022 for additional thirty day terms until either party notifies the other in writing of its intention not to renew the agreement with at least thirty (30) days' notice prior to the expiration of the term.

**SEE ATTACHMENTS ON PAGES 22 - 22**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

5. Consider and approve, execute, receive and file Statement of Work (SOW 22-017/DC) with CBTS for a Security Program Assessment in the amount of \$12,835.00. This is in accordance with the National Cooperative Purchasing Alliance (NCPA) Contract 01-097

**SEE ATTACHMENTS ON PAGES 23 - 35**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

6. Execute, receive and file a contract renewal for (IFB 21-003/YS), Term Contract for Limestone Rock Asphalt for Jefferson County with Vulcan Construction Materials, LLC for a first one (1) year option from March 1, 2022 through February 28, 2023 with price increases as shown on Attachment A. These price increases are due to rising inputs, labor shortages, and supply chain constraints.

**SEE ATTACHMENTS ON PAGES 36 - 39**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

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7. Consider and approve, execute, receive Change Order #1 for Job Order Contract (JOC 22-005/DC) with Preferred Facilities Group-USA for the Repair of the Warehouse Roof Leak at the SGS Building in the amount of \$500.00; bringing the total amount from \$4,181.04 to \$4,681.00; in accordance with Choice Partners JOC Texas Contract 20/017MR-17.

**SEE ATTACHMENTS ON PAGES 40 - 40**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

8. Consider and approve a contract renewal for (RFP 17-048/YS), Automated Teller Machines (ATM) Installation and Operation for Jefferson County with Citywide ATM for a third and final one (1) renewal from April 1, 2022 through March 31, 2023.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

9. Consider and approve a contract renewal for (IFB 19-013/YS), Term Contract for Armored Car Service for Jefferson County with Rochester Armored Car Co., Inc. for a third one (1) year option from March 29, 2022 through March 28, 2023.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

10. Consider and approve, execute, receive and file professional agreement (PROF 22-018/JW) with MasterWord for interpreter services to be utilized as needed for court proceedings. As the Service Rate Schedule for this agreement is considered confidential information, this information has been redacted in "Exhibit A: Scope of Work and Service Rates" of this agreement.

**SEE ATTACHMENTS ON PAGES 41 - 61**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

**Clerk's Notes: Legal will provide Commissioners Court with an opinion on validation of confidentiality.**

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**COUNTY AUDITOR:**

11. Consider and approve budget transfer – Tax Office – replacement of computer.

120-1011-415-6002	COMPUTER EQUIPMENT	\$1,061.00	
120-1011-415-3084	MINOR EQUIPMENT		\$1,061.00

**SEE ATTACHMENTS ON PAGES 62 - 67**

**Motion by: Commissioner Pierce**  
**Second by: Commissioner Sinegal**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

12. Consider and approve budget transfer– Marine Division – purchase of fire extinguisher.

865-3054-421-6018	POWER TOOLS & APPLIANCES	\$6,700.00	
865-3054-421-3084	MINOR EQUIPMENT		\$6,700.00

**SEE ATTACHMENTS ON PAGES 68 - 68**

**Motion by: Commissioner Pierce**  
**Second by: Commissioner Sinegal**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

13. Consider and approve budget transfer – SCAAP Grant – purchase of staff scheduling software.

254-0000-421-6053	COMPUTER SOFTWARE	\$48,500.00	
254-0000-421-6035	COMMUNICATION EQUIP		\$37,660.00
254-0000-421-3084	MINOR EQUIPMENT		\$10,840.00

**SEE ATTACHMENTS ON PAGES 69 - 69**

**Motion by: Commissioner Pierce**  
**Second by: Commissioner Sinegal**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

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14. Consider and possibly approve suspending the current Commissioners' Court order pursuant to Section 130.908 of the Texas Local Governments for the Criminal District Attorney and Justice of the Peace Pct.2 through September 30, 2022. This would allow the two offices to continue normal operations for the remainder of the current budget year. All requested budget transfers including inter-series transfers would come to Commissioners' Court for possible approval. The original order would go back into effect beginning October 1, 2022.

**Motion by: Commissioner Pierce**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

15. Consider and approve applying for the BJA FY 2021 State Criminal Alien Assistance Program.

**SEE ATTACHMENTS ON PAGES 70 - 87**

**Motion by: Commissioner Pierce**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

16. Regular County Bills – check #493000 through check #493268.

**SEE ATTACHMENTS ON PAGES 88 - 98**

**Motion by: Commissioner Pierce**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **ADDENDUMS**

## **COUNTY CLERK:**

17. Consider and possibly approve, execute, receive and file Amended Order calling for a Constitutional Amendment Special and Joint Election to be held on May 7, 2022. The Order is being amended to to remove as an Election Day polling location Port Neches City Hall in Port Neches, Lamar University and Municipal Airport in Beaumont. In addition, the Order is being amended to remove Sunday voting for the May 7, 2022 election.

**SEE ATTACHMENTS ON PAGES 99 - 110**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: Failed for lack of majority vote.**

## **COUNTY COMMISSIONERS:**

18. Receive and file executed Agreement Between Jefferson County Commissioners Court and Lamar University for the Lamar University Media Alliance (LUMA) SETCAST program for Commissioners Court meetings.

**SEE ATTACHMENTS ON PAGES 111 - 113**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

19. Receive and file executed contract between The Potts Law Firm and Jefferson County for legal services.

**SEE ATTACHMENTS ON PAGES 114 - 117**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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20. Consider, possibly approve and authorize the County Judge to execute an Interlocal Agreement between Jefferson County and the City of Port Neches regarding street repairs pursuant to Chapter 791, Texas Government Code.

**SEE ATTACHMENTS ON PAGES 118 - 122**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

21. Consider, possibly approve and authorize the County Judge to execute an Interlocal Agreement between Jefferson County and the City of Groves regarding street repairs pursuant to Chapter 791, Texas Government Code.

**SEE ATTACHMENTS ON PAGES 123 - 128**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

22. Consider, possibly approve and authorize the County Judge to execute an Interlocal Agreement between Jefferson County and the City of Nederland regarding street repairs pursuant to Chapter 791, Texas Government Code.

**SEE ATTACHMENTS ON PAGES 129 - 134**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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23. Consider, possibly approve, authorize the County Judge to execute, receive and file Agreement Between the Department of the Army and Jefferson County for the Design of the Jefferson County Ecosystem Restoration Project. (This is part of agreement between Jefferson County and the General Land Office who is funding this project for the County.)

**SEE ATTACHMENTS ON PAGES 135 - 143**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

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

March 2, 2022



Jefferson County Engineering  
1149 Pearl Street  
Beaumont, Texas 77701

Attn: Ms. Michelle Falgout, P.E.  
P: (409) 835-8584  
E: mfalgout@co.jefferson.tx.us

Re: Cost Estimate for Pavement Design Services  
Labelle Road – Major Drive to County Landfill Entrance  
Beaumont, Texas  
Terracon Proposal No. PCF225008 Revision 1

Dear Ms. Falgout:

Terracon Consultants, Inc. (Terracon) appreciate the opportunity to provide Pavement Engineering Services to Jefferson County Engineering for the above referenced project. We understand that we were selected based solely on our professional qualifications to perform this service. This cost estimate was requested by County Engineer Michelle Falgout, P.E. in an email dated February 16, 2022. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Anticipated Roadway Coring and Testing Plan

Our base fee to perform the Scope of Services described in this document is **\$14,000**. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this document can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.

Sincerely,  
**Terracon Consultants, Inc.**  
(TBPELS Firm Registration No. F-3272)

A handwritten signature in black ink, appearing to read 'Scott Englebert'.

Scott R. Englebert, P.E.  
Office Manager

FOR:

A handwritten signature in black ink, appearing to read 'Dan A. Motor'.

Dan A. Motor, P.E.  
Senior Project Engineer

Attachment: Agreement for Services

**Proposal for Pavement Design Services**

Labelle Road – Major Drive to County Landfill Entrance ■ Beaumont, Texas  
 1149 Pearl Street ■ Terracon Proposal No. PCF225008 Revision 1

**EXHIBIT A - PROJECT UNDERSTANDING**

Our Scope of Services is based on our understanding of the project as described by Ms. Michelle Falgout, P.E. with Jefferson County Engineering and the expected site conditions as described below. Scott Englebert, P.E. with Terracon Consultants has visited the project site to confirm the information provided. We request that Jefferson County Engineering provide input to verify this information prior to our initiation of field sampling and testing services.

**Project Information**

Item	Description
<b>Project location</b>	Labelle Road between Major Drive and the Jefferson County Landfill is about a 1,200 linear feet two-course surface treatment (chip seal) roadway project in Jefferson County, Texas. Section "A" of the project, about 400 feet, was constructed as part of Jefferson County's Major Drive Extension project. Section "B" of the project, about 800 feet, has been maintained by Jefferson County Precinct 5. The existing pavement comprises one travel lane in each direction with a limited shoulder. The existing wearing course comprises chip seal surface course.
<b>Existing pavement profile</b>	<p>The following profile for Section A is assumed based on information obtained from Major Drive Extension in Terracon report 92185129 dated July 2018:</p> <ul style="list-style-type: none"> <li>• Two-Course Surface Treatment comprising 1 inch.</li> <li>• Flexible Base comprising 12 inches of crushed aggregate base.</li> <li>• Lime treated subgrade comprising 6 inches.</li> </ul> <p>The profile for Section B is unknown at the time of preparing this proposal.</p>
<b>Project objectives</b>	<p>Jefferson County Engineering would like Terracon to perform field tests and analyses to include the following provided by Ms. Michelle Falgout, P.E.:</p> <ul style="list-style-type: none"> <li>• Perform roadway tests to evaluate 3 selected test locations along Labelle Road, Section B.</li> <li>• Perform roadway test to evaluate 1 selected test location along Labelle Road, Section A.</li> <li>• Develop new design section for Section B.</li> <li>• Discuss Terracon's previous recommendation to include: mixing, recompacting and shaping the existing wearing course at Major Drive Extension. This is following scraping/milling and removal of existing wearing course.</li> <li>• Provide an update of the estimated construction costs in the 2018 Pavement Re-Design Report for Options #1 and #2.</li> </ul>
<b>Site access</b>	The existing roadway is accessible to truck-mounted coring equipment.

**Proposal for Pavement Design Services**

Labelle Road – Major Drive to County Landfill Entrance ■ Beaumont, Texas  
 1149 Pearl Street ■ Terracon Proposal No. PCF225008 Revision 1

**EXHIBIT B - SCOPE OF SERVICES**

Our proposed Scope of Services will consist of the following tasks:

**Task 1 – Preliminary Site Assessment:**

Our preliminary site assessment will be limited to the existing 1,200 linear feet of roadway section between Major Drive Extension and Jefferson County Landfill Entrance. Our proposed scope of services under Task 1 will include the following:

- Visually observe existing pavement conditions.
- Photo-document existing pavement conditions.

**Task 2 – Coring and DCP Testing:**

Our Task 2 work scope will include the following:

- Select one test location along Section A, and 3 test locations along Section B of Labelle Road for Coring and Dynamic Cone Penetrometer (DCP) testing.
- Use a hand-held GPS or cell phone GPS application device to locate and mark selected Coring and DCP test locations.
- Mobilize coring equipment and personnel to the site for proposed roadway coring.
- Dispatch DCP equipment and personnel to the site to perform proposed DCP testing of the existing base and near subgrade soils.
- Extract 1 x 6-inch diameter core at each selected test location (total of 4 x 6-inch diameter cores) down to top of subgrade.
- Perform 1 DCP test at each selected 6-inch diameter core location to determine existing base course and near subgrade soil stiffness.
- Utilize a hand auger to obtain samples of subgrade soils in one-foot increments to a depth of about 5 feet. The hand auger excavation will be left open for a period of about 15 minutes to document the presence of water, if observed.
- Perform laboratory moisture content tests on subgrade samples obtained.
- Perform classification tests, including Atterberg Limits and percent passing No. 200 sieve, on subgrade soils obtained in the top 2 feet of hand auger excavation.
- Measure and record existing pavement layer thicknesses at each core location.
- Patch each core hole with cold-mix asphalt patch.
- Transport obtained roadway cores to our laboratory.

**Proposal for Pavement Design Services**

Labelle Road – Major Drive to County Landfill Entrance ■ Beaumont, Texas  
1149 Pearl Street ■ Terracon Proposal No. PCF225008 Revision 1

**Task 3 – Pavement Evaluation Report:**

Results of our roadway coring, DCP testing and laboratory tests will be reviewed by a Professional Engineer. Our Pavement Evaluation report will include the following:

- Brief description of existing roadway condition and observed distresses.
- Photo-documentation of current pavement distresses.
- Core logs showing the existing pavement profile and corresponding core photos.
- DCP reports showing the variation of base and subgrade California Bearing Ratio (CBR) with depth.
- Perform a roadway assessment to evaluate existing pavement condition.
- Request and review traffic data from Jefferson County. If traffic data is not available, we will use historical traffic data or perform a new Traffic Count.
- Use traffic data to calculate Design 18-Kip Equivalent Single Axle Loading (ESAL) for a 20-year design of the roadway.
- Use the 1993 AASHTO Design Guide to design a pavement section to sustain the calculated Design ESAL's.
- Calculate the structural capacity for a proposed new pavement section.
- Calculate the structural capacity for existing pavement section.
- Compare the new and existing pavement sections to determine structural adequacy of the existing pavement section.
- Provide an engineering opinion of probable construction cost for the most effective remedial option.
- Recommended material specifications for each proposed pavement layer material in our recommended typical roadway sections.

**Task 4 – Discussion of Past Terracon Reports for Major Drive Extension:**

Our Task 4 work scope will include the following:

- Schedule a meeting with Jefferson County to discuss Terracon design recommendation to rehabilitate Major Drive Extension.
- Provide a revised construction cost estimate from Terracon's 2018 Pavement Re-Design Report for Options #1 and #2.

**Site Access:** Terracon must be granted access to the site by the property owner. By acceptance of this cost estimate, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

**Safety**

Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with planned field program. Thus, our scope considers

### Proposal for Pavement Design Services

Labelle Road – Major Drive to County Landfill Entrance ■ Beaumont, Texas  
1149 Pearl Street ■ Terracon Proposal No. PCF225008 Revision 1



standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include any level of environmental site assessment services.

Planned coring of the existing asphalt surface course and base course may require heavy coring equipment. Therefore, Terracon complies with local regulations to request a public utility location service through Texas 811. We will consult with Jefferson County Engineering regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will propose safety measures during planned field activities, as the safety of our field crew is a priority.

All private utilities should be marked by the County prior to commencement of our field activities. Terracon will not be responsible for damage to private utilities that are not made aware to us. It is our understanding that this is a public roadway and there are no private utilities within this roadway section. Thus, Terracon will not retain a private utility locating firm to locate private utilities at Labelle Road. Fees associated with private utility location are not included in our current scope of services. The election to not use of a private utility locate service does not relieve the County of their responsibilities to identify private underground utilities.

Terracon will be responsible for supervision and site safety measures for its own employees and subcontractors, but shall not be responsible for the supervision or health and safety precautions for any third parties, including County employees, or other parties present at the site. In addition, Terracon retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so, in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

We propose to provide requested Pavement Engineering Services for a **Lump Sum fee of \$14,000**. Based upon our understanding of the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our base fee is summarized in the following table:

Task	Lump Sum
Task 1	\$1,200
Task 2	\$3,300
Task 3	\$7,500
Task 4	\$2,000
<b>TOTAL</b>	<b>\$14,000</b>

**Proposal for Pavement Design Services**

Labelle Road – Major Drive to County Landfill Entrance ■ Beaumont, Texas  
 1149 Pearl Street ■ Terracon Proposal No. PCF225008 Revision 1



The following unit rates will apply for the above listed services and fees.

<b>Personnel/Item</b>	<b>Unit Rate</b>
Principal Engineer, P.E.	\$180/Hr.
Senior Engineer, P.E.	\$175/Hr.
Project Engineer, P.E.	\$150/Hr.
Staff Engineer, E.I.T.	\$125/Hr.
Engineering Technician	\$65/Hr.
Admin. Staff	\$65/Hr.
AutoCAD Personnel	\$75/Hr.
Vehicle Charge	\$65/Day

**Additional Services**

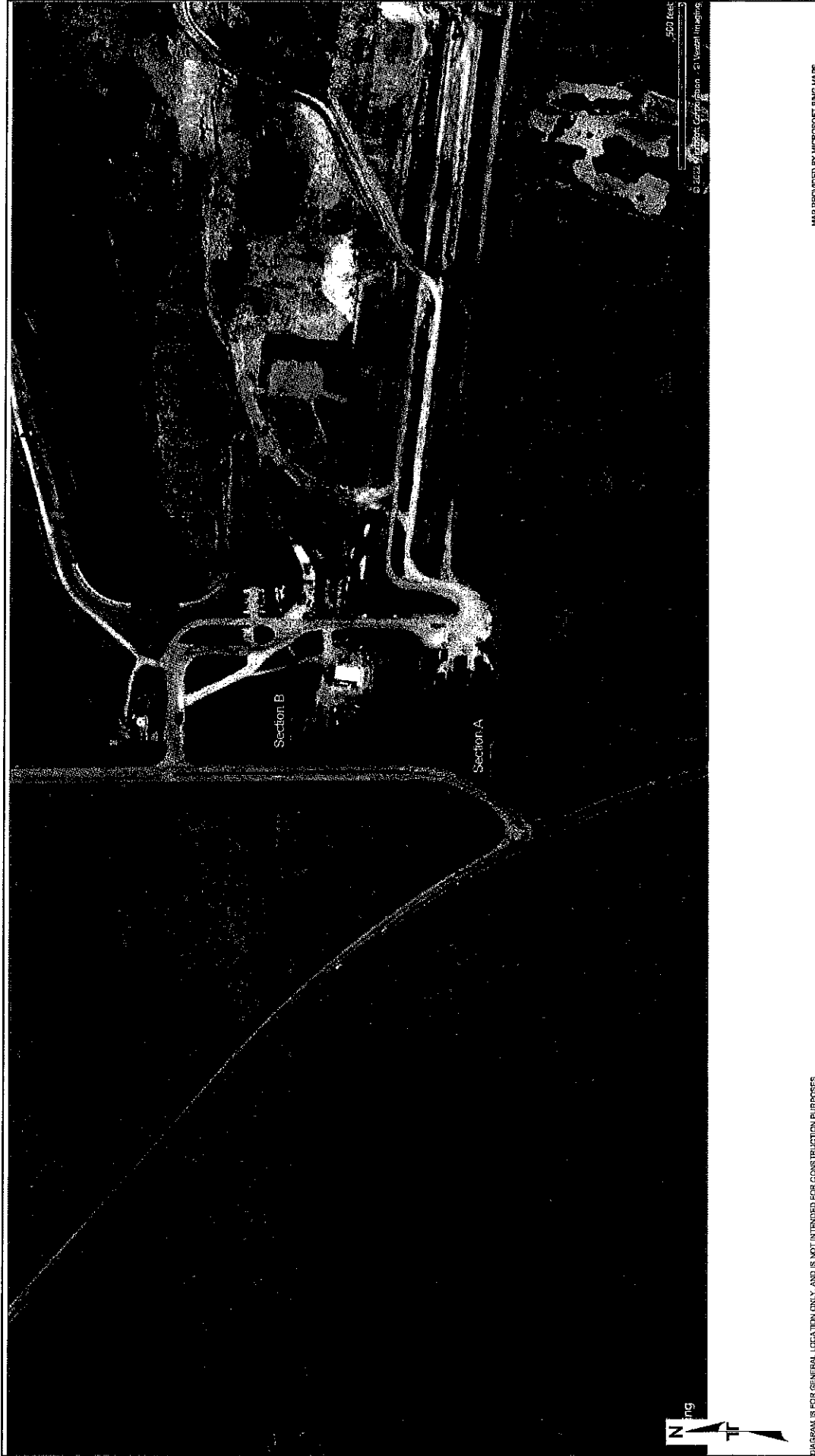
Our scope of services does not include services associated with site access and surveying. If such services are desired by the County, we should be notified so we can adjust our scope of services. Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis consistent with the rates provided above. The fee to provide additional consultation services will be in excess of the above provided fee to complete proposed pavement engineering services and will not be incurred without prior approval of the County.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this cost estimate. If conditions are encountered that require scope of work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these services. A supplemental cost estimate stating the modified scope of services, as well as its effect on our fees, will be prepared. We will not proceed without your authorization.

**Project Schedule**

We developed a schedule to complete the proposed scope of services, based upon our existing availability and understanding of your project schedule. However, this does not account for any delays beyond our control, such as weather conditions. In the event the schedule provided is inconsistent with your project needs, please contact us so we may consider alternatives.

<b>Task</b>	<b>Project Schedule</b>
Task 1	5 working days from notice to proceed
Task 2	15 working days from notice to proceed
Task 3	30 working days from notice to proceed
Task 4	35 working days from notice to proceed



## AGREEMENT FOR SERVICES

Rev. 3-20



Reference Number: PCF225008

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**Client: **Jefferson County TX**By: Scott R. Englebert Date: **3/2/2022**By: Michelle Faigout Date: **03/15/2022**Name/Title: **Scott R. Englebert, P.E. / Office Manager I**Name/Title: **Michelle Faigout, P.E. / County Engineer**Address: **101 Highway 365 Ste 600**Address: **1149 Pearl Street, 5th Floor****Port Arthur, TX 77640-1450****Beaumont, TX 77701**Phone: **(409) 293-3355** Fax: **(281) 557-2990**Phone: \_\_\_\_\_ Fax: **(409) 635-6718**Email: **Scott.Englebert@terracon.com**Email: **mfaigout@co.jefferson.tx.us**Jeff BranickATTEST  
DATE **3-15-22**



February 24, 2022

Pepe Dominguez  
Engineering Superintendent  
Jefferson County Engineering  
[pepe@co.jefferson.tx.us](mailto:pepe@co.jefferson.tx.us)

Re: Erie Street Proposal

Texas Regional Title will research the right-of-way possibility created by the subdivision plat recorded in Volume 1, Page 55, cancellation of the subdivision plat recorded in Volume 8, Page 144 and Volume 890, Page 633, all recorded in Jefferson County, Texas to assist with determining if rights-of-way were retained for future use.

Price: \$5,000.00 maximum (sales tax exempt)

Time frame: 30 days maximum

If you have any questions or need additional information, please contact me at 409-861-7333 or [molly.mallet@texasregional.com](mailto:molly.mallet@texasregional.com).

Sincerely,  
TEXAS REGIONAL TITLE, LLC

Molly Mallet, EVP

**TEXAS REGIONAL TITLE**

7675 Folsom Drive, Building 100, Beaumont, Texas 77706  
Phone: 409.861.7300 Fax 409.861.7373



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

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

## AMENDMENT I TO CONTRACT

March 9, 2022

CorrHealth, LLC  
6303 Goliad Avenue  
Dallas TX 75214  
Attention: Mr. Todd Murphy, Co-Founder and President

Dear Mr. Murphy:

This letter will serve as Amendment I (one) to contract (RFP 17-037/YS), Inmate Healthcare for Jefferson County Correctional Facility.

Amendment I (one) will extend the contract from April 6, 2022 for additional thirty (30) day terms until either party notifies the other in writing of its intention not to renew the agreement with at least thirty (30) days' notice prior to the expiration of the term.

Please sign below, and return to Yea-Mei Sauer, Assistant Purchasing Agent via email at:  
[ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us)

Todd Murphy  
Co-Founder and President

3-9-22

Date

Jeff R. Branick  
Jefferson County Judge

3-15-22

Date

ATTEST  
DATE

3-15-22



# Security Program Assessment

## Security Consulting Statement of Work

PREPARED FOR JEFFERSON COUNTY, TEXAS  
MARCH 8, 2022  
OPP-00465117



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## Executive Summary

The CBTS Security Consulting approach has been proven in a wide variety of industries and for Clients of all sizes. We work with you up front to ensure the scope and depth is well understood to properly size the engagement. Whether you are performing an assessment for the first time on a new application, or looking to adjust existing infrastructure to better suit your current business needs, you want results that quickly identify areas of concern in order to focus ongoing improvement efforts.

While CBTS assessments all follow a consistent approach, each is tailored to meet your specific needs. Assessments can focus on broad areas such as overarching policy and program areas or may be targeted to unique infrastructure or web applications. CBTS devotes our certified information security consultants, each with focused areas of expertise, to provide you a blended engineering approach that best meets your unique requirements across all security domains.

Each of our assessments is based on vendor and industry best practices. Our assessment **methodology is built on NIST's SP800-115**, their Technical Guide to Information Security Testing & Assessment. Commonly referenced standards include publications from ISO, NIST, OWASP, and CIS. From these standards, our team derives a set of functional categories that are considered the most important areas for the specific assessment and will serve as the foundation for its analysis.

The assessment team is composed of trained experts in the information security field, with experience not only in security assessments and penetration testing, but software development, reverse engineering, threat intelligence, forensics, and incident response. Our consulting team continually participates in technical training, attends and presents at conferences, and holds a variety of **security certifications, degrees and credentials** from some of the industry's top training programs.

While working closely with its clients, CBTS consultants utilize a variety of open source and commercial tools and techniques to gather pertinent data about the target and then diligently analyzes the results to hone in on the most significant issues of concern.

We provide a concise report that focuses on the actionable findings that are prioritized by severity along with associated recommendations for improvement. Every CBTS Security Consulting report contains the technical detail for an operations team to understand and remediate plus a high level executive summary to effectively communicate the results to leadership. The team is also willing and available to discuss all areas addressed and the specifics of each finding with you to ensure you get the most out of our collaborative effort.

## 1. Scope of Services

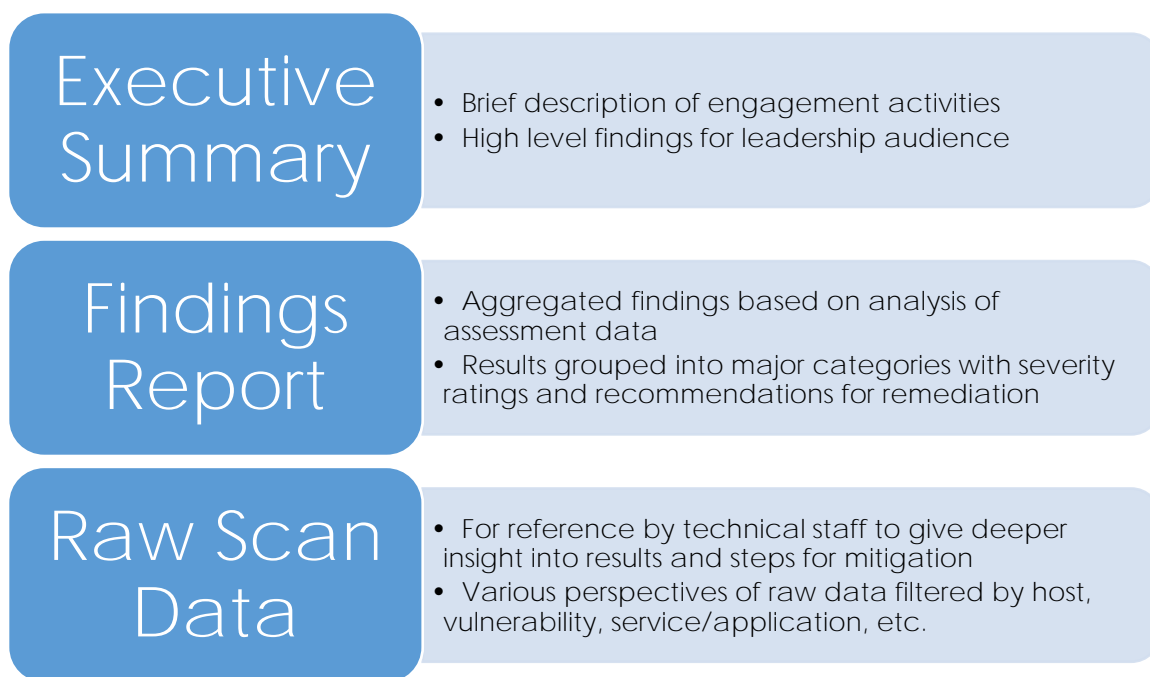
This Statement of Work for an Assessment Suite (this "SOW"), entered into between CBTS and Jefferson County, Texas ("Client"), is incorporated into and made a part of the CBTS Master Services, Products and License Agreement ("Master").

Client has engaged CBTS to perform a third-party assessment against their organization, defined as in scope below. This assessment will be fully coordinated and scheduled with the appropriate Client contacts.

Client authorizes CBTS to perform the following tasks ("Services") for this engagement:

- Security Program Assessment

At the completion of this activity, CBTS will deliver a final report. While differing in content, each report will include:



## 1.1 Security Program Assessment

Using the NIST Cybersecurity Framework as a reference standard, CBTS will perform a review of the Client's IT security program. This will be accomplished through a series of interviews to understand Client perception of current state for each security control.

The following functional categories will be reviewed and an Implementation Tier assigned:

- Asset Management
- Business Environment
- Governance
- Risk Assessment
- Risk Management Strategy
- Access Control
- Awareness and Training
- Data Security
- Information Protection Processes and Procedures
- Maintenance
- Protective Technology
- Detection of Anomalies and Events
- Security Continuous Monitoring
- Detection Processes
- Response Planning
- Response Communications
- Response Analysis
- Response Mitigation
- Response Improvements
- Recovery Planning
- Recovery Improvements
- Recovery Communications

The assessment team will compile findings into a report that documents current state of the program and highlights development areas that are believed to be the most impactful to the program at large along with documentation to assist the Client in tracking their remediation strategy.

The following are the key project activities needed to complete the assessment:

- Provide Client with a checklist of current documentation required to perform the assessment and collect for review.
- Perform up to 3 two-hour interviews with Client stakeholders to review documentation, provide clarification, and identify additional activities necessary to fully vet results. This will focus on multiple areas including policy, security management activities, technology/infrastructure and procedures.
- CBTS will compare/contrast Client security control coverage and maturation to the framework and score their current level of maturity.
- CBTS will highlight deficiencies and provide guidance/direction to Client in order to further develop its program.
- CBTS will document results in a final report which will include an executive summary, detailed findings, and supporting data.

## 1.2 Client Responsibilities

The following signed documents are required before engagement kick-off:

- Statement of Work (SOW)

Client responsibilities and other requirements necessary for the successful completion of this effort:

- Contact information for Client staff
- Access to appropriate materials and resources related to Client's technology – accurate network diagrams, system configuration documentation, security policies and other related documentation
- Suitable work space in the form of office/cubes/lab to accommodate CBTS consultants
- Access to Client's infrastructure and systems as required
- Building and facility access during normal business hours in accordance with Client's security standards

When providing CBTS a list of their public-facing network spaces with which CBTS will be interacting, it is also Client's responsibility to ensure the list contains *only network spaces that are fully owned and operated by their organization*. Client must submit documentation to CBTS demonstrating this ownership before the work in this SOW will begin.

## 2. Project Charges, Charges, Change Orders, & Timeframe

### 2.1 Professional Fees

Based on CBTS' understanding of Client's needs, we are confident that we possess the business and technical qualifications to execute this project successfully. Below you will find our proposed professional fees ("Professional Fees") and Timeframe for this engagement.

Upon authorization CBTS will invoice the cost of each module as they are completed and the report is delivered to the Client.

\*\* Pricing based on NCPA 01-97 \*\*

FEES & EXPENSES	SKU	MSRP	NCPA
SERVICE(S)			
SECURITY PROGRAM ASSESSMENT	6523753	\$13,801.08	\$12,835.00
TOTAL			\$12,835.00

### 2.2 Travel Expenses/Other Costs

In addition to the professional fees set forth above, Client shall compensate CBTS for all travel-related expenses incurred by or on behalf of CBTS employees or consultants that leave the Greater Cincinnati, Ohio area in order to perform the Services. These expenses may include, but are not limited to, airline flights, mileage, hotel, and food expenses. Payment/reimbursement for other pre-approved costs (e.g., third party software licenses) shall also be invoiced.

### 2.3 Change Orders

In the process of a project, additional work, hardware, software, or other items, may need to be added because they were not accounted for in this SOW, or because Client makes changes based on his/her own desires or at the suggestion of CBTS.

CBTS will provide a Change Order for Client review and signature before any additional items are added to the Statement of Work to be invoiced to Client.

A CBTS Change Order will specifically state the work, software or other items to be added to the SOW to be invoiced. Included with the Change Order will be a brief explanation of the requirement and the additional service required to complete the change. Both the Client and CBTS will be required to sign the Change Order before Client can be invoiced.

### 2.4 Timeframe

This Statement of Work shall be effective upon receipt of a signed original SOW by an authorized Client representative. The services shall be scheduled to start at the time requested by Client, upon the receipt of the signed project documents listed in the Client Responsibilities section above.

## Statement of Work

## Security Program Assessment

## 2.5 Billing / Invoices

CBTS will send invoices to the following Accounts Payable Contact:

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

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

City /State/Zip: \_\_\_\_\_

Telephone/Email: \_\_\_\_\_

## 2.6 Payment Terms

Invoices are due and payable in U.S. dollars within thirty (30) days of the date on the invoice. Payments not received by the due date are considered past due. CBTS reserves the right to impose a late charge of 1.5% per month (or the maximum rate permitted by law, if less than 1.5%) on all undisputed past due amounts. Client will pay all applicable taxes relating to the Services and, if applicable, products (sales, use, value added, personal property, etc.) other than taxes based on CBTS' net income. If Client is tax exempt, Client shall provide CBTS with a copy of its tax exemption certificate before CBTS begins invoicing.

## 3. Statement of Confidentiality

## 3.1 Confidential Information

Statement of Purpose. This Statement of Work (SOW) is being executed in connection with certain business transactions the parties have agreed to enter and for such other purposes as the parties may agree in writing in the future.

Confidential Information. Each party understands and agrees that during its performance of the SOW, it may be furnished with or otherwise have access to information that the other party considers to be confidential, including but not limited to business and technical information, marketing plans, research, designs, plans, methods, techniques, processes and know-how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing (the "Confidential Information"). Each party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature or importance, but in no event use less than reasonable efforts. Neither party will sell, transfer, publish, disclose, or otherwise use or make available any portion of the Confidential Information of the other party to third parties, except to those of its directors, officers, employees, or attorneys who have a need-to-know the same, in furtherance of the purposes of the SOW and as expressly authorized by this statement. No license under any patent, trademark, copyright or any other intellectual property or proprietary rights laws is either granted or implied by the disclosure of any Confidential Information. Nothing in the SOW or this statement shall be deemed to obligate either party to disclose any Confidential Information to the other, or to accept any Confidential Information from the other.

Non-Confidential Information. Notwithstanding Sections 1-2 above, Confidential Information of a party shall not include information which: (a) is, as of the time of its disclosure or thereafter

becomes part of the public domain through a source other than the receiving party; (b) was rightfully known to the receiving party as of the time of its disclosure; (c) is independently developed by the receiving party; (d) is subsequently learned without confidentiality obligations to the disclosing party attached thereto; or (e) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, whereupon the party subject to same shall provide prompt notice to the other party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy, provided however, that the required party only comply to the extent required to respond to such authorized subpoena, court order, or government authority.

**Ownership.** The receiving party agrees that all Confidential Information of the disclosing party which comes into the receiving party's custody or possession, is and at all times shall be the exclusive property of the disclosing party, to be used by the receiving party only for the purposes expressly contemplated by the SOW and this statement. At the request of the disclosing party, the receiving party shall promptly destroy all of its copies of such Confidential Information or return the same to disclosing party, and shall, within thirty (30) days of receiving such a request, certify in writing its compliance with the terms of this provision. After such destruction or delivery, the receiving party shall not retain any copies thereof.

### 3.2 Confidential Information

Notwithstanding Section 3.1, all information, documentation, and other material submitted by CBTS for and under this SOW are subject to public disclosure under the Texas Public Information Act, Texas Government Code, Chapter 552 ("PIA"), or as otherwise required by applicable law or judicial order. CBTS is hereby notified that Client strictly adheres to the PIA and the interpretations thereof rendered by the courts and Texas Attorney General ("AG"). Client will use best efforts to maintain the confidentiality of CBTS-submitted information except where Client is required to disclose it under the PIA or other applicable law or judicial order.

## 4. General Provisions

### 4.1 Consent to Access

By engaging CBTS to perform these Services, Client acknowledges that it has the authority to order or consent to and shall inform all proper parties to CBTS gaining access to its computers, systems, telecommunications devices and networks, facilities and information by various means, including, but not limited to, network and application testing and exploitation, phishing, other covert activities, and/or violation of Client's security policies and procedures, and no such activities shall be considered unauthorized access or an attempt to gain unauthorized access for purposes of any applicable federal, state or local laws, whether civil or criminal, including but not limited to claims for violations of property trespass, breaking and entering, privacy laws and 18 USC 1030.

In the event local police, sheriff, FBI, FTC, or other governmental agency (collectively, the "Authorities") should detain or question CBTS in any manner during the course of its Services being provided under this SOW, Client agrees, at its expense, to fully and expeditiously come to the aid of CBTS and shall not file a complaint with the Authorities. Client understands that a breach of this Section 4.1 may result in criminal charges being filed against CBTS and therefore agrees that if Client, directly or indirectly, fails to properly inform all necessary parties and the Authorities and/or fails to come to CBTS's aid, Client will pay CBTS an amount equal to \$25,000

## Statement of Work

## Security Program Assessment

for each one of CBTS's employees/contractors/agents that have criminal charges brought against them, as liquidated damages, plus all reasonable costs that CBTS incurs in providing a qualified legal defense, including, but not limited to all reasonable legal fees. Client and CBTS agree that this amount represents the best estimate of CBTS's expected actual losses and damages including, but not limited to, foregone business opportunities, loss of reputation and other incidental and consequential damages. Client acknowledges that this amount is not a penalty. This section survives the termination of this SOW.

**4.2 Sub-contractors**

CBTS may subcontract any or all of the Services to be performed under this SOW provided, however, that CBTS will remain responsible for the performance of such subcontractors and their adherence to this SOW.

**4.3 Hierarchy**

The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this engagement: (i) this SOW; (ii) the Project Plan; (iii) the Master. Thus, the SOW shall prevail over any conflict or inconsistency between the SOW and the Project Plan or the SOW and the Master; and the Project Plan shall prevail over any conflict or inconsistency between the Project Plan and the Master.

**4.4 Disclaimer**

Client acknowledges that the performance of Services by CBTS does not guarantee that Client will not experience a security incident, or a breach of data, systems, or facilities.

**5. Acceptance and Authorization**

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their respective duly authorized representatives as of the dates set forth below:


JEFFERSON COUNTY, TEXAS

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

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

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

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

  
 \_\_\_\_\_  
 Jeff Branick  
 County Judge  
 03/15/2022

CBTS

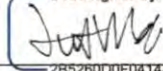
Signature: \_\_\_\_\_

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

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

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

DocuSigned by:




ZBS280D0F0414A6...

Justin Hall

Director - Security Services

Mar 8, 2022

ATTEST  
DATE

  
 \_\_\_\_\_  
 3-15-22



## 6. TERMS AND CONDITIONS

Payment Terms; Taxes. Payment is due upon receipt of invoice. If your payment is not received within thirty (30) days of invoice date, interest will accrue at the lesser of the maximum rate permitted under applicable law and one and one-half percent (1.5%) per month from the date due until payment is received. All pricing is exclusive of applicable sales, use, regulatory, and similar taxes and fees assessed on them.

Independent Contractor. We will perform all services hereunder in our capacity as an independent contractor and not as an employee or agent of you. Our employees shall not be entitled to any privileges or benefits that you may provide to your employees, but shall comply with your policies and procedures, and we shall be responsible for payment of all unemployment, social security, federal income (state and local income where applicable) and other payroll taxes imposed by any governmental body on us in regard to our employees who are engaged in the performance of the services.

No Hiring. For the term of the project and for a period of one (1) year thereafter, you agree not to hire, solicit, or accept solicitation of, through employment or otherwise, directly or indirectly, any of our employees or independent contractors with whom you have had any contact during the project, unless you obtain our prior written consent. If you hire an employee or independent contractor of ours through employment or otherwise in violation of these terms, you agree to immediately pay as liquidated damages to us an amount equal to the relevant person's then current total annual compensation (or the total amount paid to or on behalf of the person in the last 12 months, in the case of an independent contractor).

### Warranty.

A. We warrant and represent that the services will be performed or the products delivered in a skillful and workmanlike manner according to those standards generally prevailing among those performing similar services or delivering similar products under similar circumstances. We do not provide any warranty on hardware or software products, whether with respect to their design, performance, functionality, compatibility with your existing system, or otherwise. Any warranty with respect to a product must come from the manufacturer. We will pass through to you any applicable warranties from the manufacturer, to the extent permissible.

B. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 4, WE DISCLAIM ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Our Indemnity. We will indemnify, defend, and hold you harmless from and against any claims, liabilities, losses, expenses or damages (collectively, "Damages") caused by the services performed or the products delivered by us under these terms if we or they infringe any patent, copyright, trade secret, intellectual property, or any other proprietary right of any third party. Excluded from our indemnity are any claims related to: (i) services performed on equipment or software which you covenanted that we had the right(s) to modify as set forth in Section 7 below; (ii) services performed to your specification or design; and (iii) infringement resulting from or caused by your misuse or unauthorized modification of systems or product. Also, we will indemnify and hold you harmless from and against any Damages resulting from our willful misconduct or grossly negligent acts or omissions in performing the services which are the subject of these terms, except to the extent such Damages are caused by the willful misconduct or gross negligence of you, your employees or agents. Our obligation to indemnify or defend you with respect to any Damages shall be subject to: (i) your providing us with prompt notice of such claim, (ii) our having sole control over the defense and settlement thereof, (iii) your providing us with the information and assistance

## Statement of Work

## Security Program Assessment

necessary to defend or settle such claim as reasonably requested by us, and (iv) the limitations on liability set forth in Section 6 below.

Limitations of Liability. NEITHER WE NOR YOU WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING FOR LOSS OF DATA OR ITS USE OR LOST PROFITS OR OTHER ECONOMIC DAMAGES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR NOT, INCLUDING NEGLIGENCE. Each of our right to recover Damages is limited to, and the maximum aggregate liability of the other shall not exceed, the amounts you have paid to us hereunder during the preceding twelve (12) months. You acknowledge that this limitation of liability is a central part of your consideration to and was relied upon by us in establishing your prices and rates.

Intellectual Property; License. Our services incorporate and include our intellectual property and those of our licensors ("Intellectual Property"). You shall have a limited, non-exclusive, non-transferable license to this Intellectual Property for use of the services. You agree that you will not: (i) decompile or reverse engineer the Intellectual Property; (ii) modify, rent, lease, sell or distribute the Intellectual Property; (iii) create derivative works based in whole or in part upon the Intellectual Property; (iv) disclose the Intellectual Property to any third party; or (v) knowingly permit any third party to take any action that you have agreed not to take herein.

Your Covenants. You covenant that: (i) you have the authority to agree to these terms, and the funding necessary to pay for the requested services; (ii) you have title to or license or rights to use or modify any software or products which you have requested us to use or modify as part of the services; and (iii) you will provide us necessary access to your personnel, appropriate documentation, records, and facilities in order for us to timely perform the services or deliver the products.

Requests for Changes. No change in the services provided hereunder will be performed until we receive a properly issued and executed Change Order; provided, however, that nothing herein will relieve you of the obligation to pay us for services rendered which were requested by you but are not documented in such a properly issued and executed Change Order or other binding contractual document.

Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of the project, be exposed to or acquire information which is proprietary or confidential to the other party. Each party agrees to hold such information in strict confidence and not to discuss or disclose any such information to any third party for a period of three (3) years. The parties acknowledge that the provisions of this paragraph shall not apply to: (a) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (b) information which either party can show was in its possession at the time of disclosure or was independently developed by it; (c) information received from a third party which had the right to transmit same without violation of any secrecy agreement with the other party; and (d) information which is required to be disclosed pursuant to court order or by law, including the Texas Publication Act.

Termination of Agreement. Either party may terminate our engagement at any time upon 30 days prior written notice. In addition to paying all our invoices for products delivered or services performed up to and including the date of termination, you agree to reimburse us for any non-cancellable third-party charges (including but not limited to restocking fees of up to 20%, or return shipping and insurance).

Force Majeure. Neither party shall be liable to the other for any failure or delay arising out of conditions beyond its reasonable control, including, without limitation: work stoppages, civil disobedience, war or terrorist activity, local or national government action, delays associated with product malfunction or availability, storms, fire, electrical failures, delays caused by the other party, or acts of God and the like.

Governing Law. These terms shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of law provisions.

Entire Agreement; Amendment. These terms and the accompanying engagement letter set forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms and may be amended only by an entry signed by both parties. There are no understandings, representations or agreements other than those set forth herein. All terms and conditions in a purchase order or similar document which are additional to or different than those herein, whether or not the additional or different terms would materially alter this contract, are hereby rejected.

Waiver; Severability. Waiver of any right or default must be in writing and signed by the party adversely affected, and is not a waiver of any right or default on any other occasion. If any term or provision hereof is found to be invalid by a court of competent jurisdiction, the remaining terms and provisions hereof will be unimpaired, and the parties agree to replace the invalid term or provision with valid terms or provisions that come closest to the intention underlying the invalid term or provision.

Assignment. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned, or delayed.

Notices. Any notice or communication from one party to the other concerning the terms hereof shall be in writing and shall be sent by certified mail, return receipt requested and postage prepaid or by commercial overnight mail to the most recent address that either party has specified in writing to the other.

**CONTRACT RENEWAL FOR IFB 21-003/YS  
TERM CONTRACT FOR LIMESTONE ROCK ASPHALT FOR  
JEFFERSON COUNTY**

The County entered into a contract with Vulcan Construction Materials, LLC for one (1) year, from March 2, 2021 to March 1 2022, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from March 1, 2022 to February 28, 2023.

ATTEST:



Laurie Leister, ~~Interim~~ County Clerk

JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:

Vulcan Construction Materials, LLC



(Name)

# Vulcan

## Materials Company

2/25/2022

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

RE: Price Adjustment for IFB 21-003/YS – Limestone Rock Asphalt

Yea-Mei,

As the anniversary date of the subject contract is approaching, Vulcan Construction Materials LLC, respectfully requests a price increase over our current pricing

To recap, on March 2<sup>nd</sup>, 2021, Vulcan Construction Materials LLC was awarded this contract. At that time, the Type CC was bid and awarded at the following prices:

Original Pricing	
Item	Price
1	\$ 39.00
2a	\$ 99.45
2b	\$ 97.59
2c	\$ 99.30
2d	\$ 98.99
2e	\$ 97.90
2f	\$ 99.45
2g	\$ 98.21

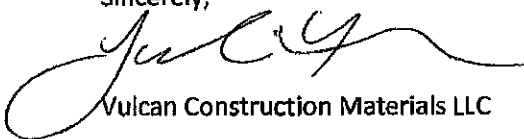
Requested New Pricing	
Item	Price
1	\$ 57.00
2a	\$ 130.53
2b	\$ 127.68
2c	\$ 130.91
2d	\$ 130.53
2e	\$ 131.10
2f	\$ 131.48
2g	\$ 131.29

The Texas construction industry is experiencing a time of escalating cost inputs and we are experiencing that with our business in 2022. Many segments of the US economy are growing at record levels. This strong growth combined with the challenges of rising inputs, labor shortages, and supply chain constraints have created significant inflationary pressures on our businesses.

- Overall construction inflation increased by 28.9% over the last 12 months
- Diesel fuel is up by 84.5% over the last 12 months
- Overall construction wages are up +5%, with hourly wages up over +6% in highway construction

In light of our good working relationship with Jefferson County, Vulcan Construction Materials LLC would agree to extend the contract for an additional 12 months. Your approval of this increase would be greatly appreciated to help offset our increase.

Sincerely,



Vulcan Construction Materials LLC

### Sample of Construction Inflation Measures as of January 2022

<b>Construction Related Prices*</b> (BLS Producer Price Index National Survey)	<b>Year over Year % Change</b>		
	<b>Last 12 Months<sup>1</sup></b>	<b>Last 3 Months<sup>2</sup></b>	<b>Jan-22<sup>3</sup></b>
Truck transportation of freight	13.8%	18.0%	18.3%
#2 diesel fuel	84.5%	63.7%	56.5%
<hr/>			
Cement	4.5%	5.9%	8.9%
Concrete block and brick	4.5%	5.6%	6.3%
Ready-mixed concrete	4.4%	7.7%	9.1%
Asphalt (at refinery - liquid)	50.0%	65.3%	46.7%
Paving mixtures and blocks (Hot-mix asphalt)	4.5%	7.9%	8.9%
<hr/>			
<b>Special Indexes: Construction Materials (45 Items)</b>	<b>28.9%</b>	<b>34.5%</b>	<b>34.1%</b>
Gypsum products	17.9%	21.7%	23.0%
Lumber and plywood	38.1%	17.5%	21.1%
Plastic construction products	24.5%	33.7%	35.0%
Steel pipe and tube	51.2%	78.4%	77.9%
Copper and brass mill shapes	41.5%	28.4%	24.8%
Fabricated structural metal bar joists & rebar	38.7%	56.0%	54.9%
Iron and steel scrap	62.2%	32.7%	0.6%
<hr/>			
Construction-Total--hourly earnings(through JAN)	4.6%	5.4%	5.9%
Construction-Residential--hourly earnings (DEC)	6.0%	7.3%	8.0%

**Source: Bureau of Labor Statistics (BLS) Producer Price Index Survey**

**\* Note:** The **Producer Price Index** is a family of indexes that measures the average change over time in the selling prices received by domestic producers of goods and services (based on a national survey). PPIs measure price changes from the perspective of the seller. About 10,000 PPIs for individual products and groups of products are released each month. PPIs are available for the output of nearly all industries in the goods-producing sectors of the U.S. economy.

*The items listed above are a sample of items from the surveys that are closely tied to the construction industry.*

(1) TTM (Trailing 12 Months) = Average of index from January 2022 to February 2021 vs average of index from January 2021 to February 2020

(2) T3M (Trailing 3 Months) = Average of index from January 2022 to November 2021 vs average of index from January 2021 to November 2020

(3) January 2022 to January 2021 (1 month year-over-year measure)

**Current Pricing****IFB 21-003/YS****Term Contract for Limestone Rock Asphalt for Jefferson County****Awarded: March 2, 2021**

		<b>Vulcan Construction Materials, LLC</b>
<b>Item</b>	<b>Description</b>	<b>Price per Ton F.O.B. Delivered Various Locations in Jefferson County</b>
1	<b>PICK UP</b> Limestone Rock Asphalt premix, Type I CC	<del>\$39.00</del> per ton pick up
2a	<b>TRUCK DELIVERY – Rosedale</b> , Limestone Rock Asphalt premix, Type I CC	<del>\$99.45</del> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2b	<b>TRUCK DELIVERY – LaBelle</b> , Limestone Rock Asphalt premix, Type I CC	<del>\$97.59</del> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2c	<b>TRUCK DELIVERY – Hamshire</b> , Limestone Rock Asphalt premix, Type I CC	<del>\$99.30</del> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2d	<b>TRUCK DELIVERY – Hebert</b> , Limestone Rock Asphalt premix, Type I CC	<del>\$98.99</del> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2e	<b>TRUCK DELIVERY – China Road</b> , Limestone Rock Asphalt premix, Type I CC	<del>\$97.90</del> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2f	<b>TRUCK DELIVERY – Viterbo Road</b> , Limestone Rock Asphalt premix, Type I CC	<del>\$99.45</del> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2g	<b>TRUCK DELIVERY – Boyt Road</b> , Limestone Rock Asphalt premix, Type I CC	<del>\$98.21</del> per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed

Requested new pricing

Vulcan Construction Materials, LLC  
 PO Box 791550  
 San Antonio TX 78279  
 attn: Julia Farrar  
[Farrarj@vmcmail.com](mailto:Farrarj@vmcmail.com)  
 ph: 210-965-0419/fx: 210-524-3555

1 - \$57.00  
 2a - \$130.53  
 2b - \$127.68  
 2c - \$130.91  
 2d - \$130.53  
 2e - \$131.10  
 2f - \$131.48  
 2g - \$131.29

JOC 22-005/DC  
CO#1

40



# PREFERRED

FACILITIES GROUP - USA

Mailing Address:  
PO Box 20658  
Beaumont, TX 77720-0658

(409) 842-8181  
(409) 842-2274  
pfg@pfg-usa.com  
pfg-usa.com

March 2, 2022

Alex Rupp  
Jack Brooks Airport  
5000 Jerry Ware Dr.  
Beaumont, TX 77705

**Project:** "SGS Warehouse/Office Roof Leak Repairs"

**Subject:** "SGS Warehouse Change Proposal No.1"

Job Order Contracting

Co-Op Purchasing Agreements

Indefinite Delivery, Indefinite  
Quantity - IDIQ

Multiple Award Construction  
Contracts - MACC

Task Order Contracts  
TOC

Construction Management –  
Agent or At-Risk

Design Build

Government

Commercial

Education

Industrial

Infrastructure

Communications

Corporate/Retail

Assembly

Dear Mr. Rupp:

This change proposal is intended to cover additional cost incurred by PFG-USA not discussed or included in original proposal scope.

**Proposal Recap:**

- Fire Retardant clothing required to work inside warehouse
- Safety Coordinator man hours
- Removed/patched additional drywall after initial demolition showed more sheetrock required to be to be removed

**Total Price \$ 500.00**

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to discuss this estimate.

Respectfully submitted,  
**Preferred Facilities Group-USA**

Matt Ueding  
Project Manager

**JEFFERSON COUNTY, TEXAS**

**Jeff Branick, County Judge**

ATTEST  
DATE

*Quinn Rasmussen*  
County Clerk  
3-15-22





## PROFESSIONAL SERVICES AGREEMENT

### 1. PARTIES OF AGREEMENT AND EFFECTIVE TERM

This Professional Services Agreement ("AGREEMENT") entered into on March 10, 2022 ("EFFECTIVE DATE"), by and between JEFFERSON COUNTY, TEXAS ("CLIENT"), and MASTERWORD SERVICES, INC., a corporation organized under the laws of the State of Texas, USA ("MASTERWORD"); each hereinafter referred to individually as "PARTY" and collectively as "PARTIES". The term of this AGREEMENT shall be for ONE (1) year(s), commencing March 10, 2022. Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term") unless either party provides written notice to the other at least thirty (30) days prior to the end of the Initial Term, or any Renewal Term thereafter, of intent not to renew. The PARTIES agree that the terms and conditions of this AGREEMENT shall apply to Professional Services provided by MASTERWORD to CLIENT ("SERVICES") as further defined in the EXHIBIT A - Scope of Work and Service Rates, attached hereto and incorporated herein by reference.

All notices and correspondence pertaining to this AGREEMENT shall be addressed as follows:

TO MASTERWORD:

MASTERWORD SERVICES, INC.  
303 Stafford Street  
Houston, Texas 77079  
Attention: Contract Manager  
[Contracts@masterword.com](mailto:Contracts@masterword.com)

TO CLIENT:

JEFFERSON COUNTY  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701  
ATTENTION: Deb Clark, Purchasing Agent  
EMAIL: [dclark@co.jefferson.tx.gov](mailto:dclark@co.jefferson.tx.gov)

### 2. PAYMENT TERMS

MASTERWORD shall perform SERVICES on a non-exclusive basis for CLIENT as may be requested and authorized by CLIENT from time to time pursuant to the terms and conditions of this AGREEMENT. CLIENT agrees to pay MASTERWORD for the services performed hereunder as follows:

- CLIENT will pay MASTERWORD the unit prices specified in EXHIBIT A attached hereto and incorporated by reference while working on assigned tasks as directed by CLIENT in accordance with the terms of this AGREEMENT.
- All unit and/or hourly rates are subject to annual cost of living adjustment, not to exceed 3% per year, with the exception of Government announced hyperinflation coefficients.
- If during the performance of SERVICES MASTERWORD concludes that additional time and/or resources are required to complete the work, MASTERWORD shall so notify CLIENT immediately and CLIENT may authorize such additional work and/or charges.
- In addition to the fees to be paid to MASTERWORD in accordance with EXHIBIT A, MASTERWORD shall be reimbursed for reasonable and necessary business travel, subsistence, and related expenses when

traveling at the direction of CLIENT. Any and all such additional reimbursable business expenses shall be discussed with and pre-approved by CLIENT before such expenses are incurred.

- CLIENT agrees to pay all invoiced charges for SERVICES performed by MASTERWORD within thirty (30) calendar days after receipt of invoice(s) submitted by MASTERWORD and approved by CLIENT. Invoices should be submitted to:

JEFFERSON COUNTY, TEXAS  
(Company Name)  
ADDRESS: 1149 Pearl St., 7th floor  
CITY/ST/ZIP: Beaumont, TX. 77701  
ATTENTION: Accounts Payable  
EMAIL: [acctspay@co.jefferson.tx.us](mailto:acctspay@co.jefferson.tx.us)  
CC: \_\_\_\_\_

- CLIENT will remit all payments in accordance with Texas Government Code - GOV'T § 2251.

CLIENT INITIAL if applicable: \_\_\_\_\_



- g) If SERVICES are performed at CLIENT's offices and require certain technical and/or backup support, such as engineering, drafting, reproduction, computer, secretarial, stenographic, clerical, and other similar services, MASTERWORD shall have access to such services in CLIENT's offices at no cost to MASTERWORD.

**CLIENT INITIAL if applicable:** \_\_\_\_\_

- h) CLIENT makes no guarantees of a minimum fee for each full calendar month of MASTERWORD's availability to perform SERVICES hereunder. No definite period of time or definite amount of work is hereby prescribed, and MASTERWORD will be paid only for work actually performed hereunder.
- i) CLIENT agrees to the payment terms in this AGREEMENT without regard to the payments and terms that CLIENT may have negotiated with CLIENT's customer(s).

### 3. EARLY TERMINATION

Either PARTY may terminate this AGREEMENT at any time before the expiration date of the EFFECTIVE TERM upon fifteen (15) days written notice to the other PARTY. In the event of such early termination, CLIENT shall pay

MASTERWORD within 15 days for all SERVICES rendered through the date of termination and such payment shall represent the total amount due to MASTERWORD hereunder.

### 4. CONFIDENTIALITY

PARTIES acknowledge that during performance of SERVICES under this AGREEMENT PARTIES may share or exchange information that may constitute confidential information protected under HIPAA regulations and other privacy policies, as well trade secrets, commercial secrets, know-how or other restricted information ("CONFIDENTIAL INFORMATION"). Each PARTY therefore acknowledges and agrees:

- To hold in confidence any and all CONFIDENTIAL INFORMATION disclosed by another PARTY.
- Not to disclose CONFIDENTIAL INFORMATION to any other person or third party or use CONFIDENTIAL INFORMATION, except for the furtherance of the terms of this AGREEMENT, or for internal discussion and evaluation purposes permitted pursuant to this AGREEMENT or with written permission from the disclosing PARTY.
- To treat such CONFIDENTIAL INFORMATION with the same degree of care as it would its own confidential information.

Such CONFIDENTIAL INFORMATION shall mean all information and tangible things provided by disclosing PARTY to receiving PARTY during the performance of SERVICES under this AGREEMENT including, but not limited to, all special proprietary software, reports, cost data, PHI, or other information and tangible things identified, indicated, named or marked by disclosing PARTY as confidential or assumed confidential under applicable regulations. No such CONFIDENTIAL INFORMATION shall be released by receiving PARTY to anyone other than authorized representatives of disclosing PARTY except as provided for by the law. If receiving PARTY, its agents or employees have been requested, or are otherwise required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any such CONFIDENTIAL INFORMATION or else stand liable for contempt or suffer other legal censure or penalty, then receiving PARTY, its agents or employees so compelled may disclose such information pursuant to that request or requirement without liability hereunder, in which case receiving PARTY shall

inform disclosing PARTY and shall cooperate with disclosing PARTY to minimize the extent of the disclosure.

Each PARTY shall exercise the same standard of care which it uses to protect its own confidential information. In the event of inadvertent disclosure or use, the PARTY responsible for the inadvertent disclosure shall immediately upon discovery of such disclosure or use notify the other PARTY and shall endeavor to prevent any further unauthorized disclosure or use. Such inadvertent disclosure will not relieve either PARTY from continued adherence to the terms and conditions of this AGREEMENT.

Nothing in this AGREEMENT shall be interpreted as placing any obligation of confidentiality and nonuse on receiving PARTY with respect to any of the CONFIDENTIAL INFORMATION that:

- Can be demonstrated to have been in the public domain as of the EFFECTIVE DATE of this AGREEMENT or comes into the public domain during the term of this AGREEMENT through no fault of receiving PARTY;
- Can be demonstrated to have been known to receiving PARTY prior to execution of this AGREEMENT and was not acquired, directly or indirectly, from disclosing PARTY or from a third party under a continuing obligation of confidentiality or limited use;
- Can be demonstrated to have been rightfully received by receiving PARTY after disclosure under this AGREEMENT from a third party who did not require receiving PARTY to hold it in confidence or limit its use, and who did not acquire it, directly or indirectly, from disclosing PARTY under a continuing obligation of confidentiality;
- Can be demonstrated to have been independently developed by personnel of receiving PARTY who had no substantive knowledge of the disclosing PARTY's information; or
- Is required to be disclosed pursuant to law or court order.

DISCLOSING PARTY IS PROVIDING CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS FOR USE BY



RECEIVING PARTY AT ITS OWN RISK. DISCLOSING PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE PARTIES BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES RELATED TO THE VALIDITY OR ACCURACY OF CONFIDENTIAL INFORMATION.

MASTERWORD will require its employees, agents and representatives who perform SERVICES hereunder to sign Agreements to comply with this ARTICLE 4, CONFIDENTIALITY.

MASTERWORD's and CLIENT's obligations under this ARTICLE 4, CONFIDENTIALITY shall survive the termination of this Agreement.

## 5. TAXES

MASTERWORD shall be responsible for, and shall hold CLIENT harmless from the reporting, filing and payment of any taxes, duties, charges or fees imposed directly or indirectly on

MASTERWORD or its subcontractors, employees or agents as a result of MASTERWORD's performance of this Agreement.

## 6. ERRORS & OMISSIONS

If errors or omissions in MASTERWORD's work product are discovered and brought to the attention of MASTERWORD in writing either during the performance of work, or within one year after completion of work or from completion of the discrete segment which includes the affected work product, MASTERWORD's warranty is strictly limited to such re-

performance of the affected work, and MASTERWORD shall have no other liability either expressed or implied to CLIENT resulting from errors and omissions in the work product, whether caused by negligence, strict liability, or by any other cause.

## 7. INDEMNIFICATION

a) MASTERWORD SHALL INDEMNIFY CLIENT AGAINST ALL LIABILITY RESULTING FROM DEATHS OR INJURIES TO MASTERWORD'S EMPLOYEES, AND FROM LOSSES OF OR DAMAGES TO MASTERWORD PROPERTY AND THE PROPERTY OF ITS EMPLOYEES, REGARDLESS OF CAUSE, INCLUDING THE NEGLIGENCE (EITHER SOLE OR CONCURRENT) OR STRICT LIABILITY OF CLIENT AND ITS EMPLOYEES.

b) Each party waives and releases the other party from any and all punitive, exemplary and consequential damages and from any and all loss of profits and loss of revenues, as a result of a default by the other party.

c) Liability of CLIENT and MASTERWORD for injuries, deaths or property damage not provided for in paragraph (A) and (B) of this Article 7 shall be governed by the laws of the State of Texas, USA.

## 8. CLIENT's AFFILIATE(s)

This AGREEMENT will serve to cover CLIENT's Affiliates and affiliated locations ("AFFILIATE"). CLIENT and its AFFILIATES may be provided separate CLIENT IDs under this master AGREEMENT. IF CLIENT so approves by initialing below, an AFFILIATE may request SERVICES from MASTERWORD. Any such request, and the performance of SERVICES for any such AFFILIATE, shall be deemed to incorporate the terms and conditions of this AGREEMENT, and the term CLIENT shall be deemed to refer to the AFFILIATE. MASTERWORD will bill the AFFILIATE under separate IDs for SERVICES provided, however, that AFFILIATE shall indemnify service provider and shall otherwise be ultimately responsible, for any acts or

omissions of an AFFILIATE, including but not limited to any failure to pay all properly invoiced charges for SERVICES rendered to the AFFILIATE. The PARTIES agree that the term AFFILIATE includes (1) a company, whether incorporated or not, which owns, directly or indirectly, a majority interest in CLIENT (the parent company), and (2) a company, or affiliate, or subsidiary, or joint venture whether incorporated or not, in which a 50% or greater interest is owned, either directly or indirectly, by CLIENT or its parent company.

**CLIENT INITIAL if applicable:** \_\_\_\_\_

## 9. REASSIGNMENT or TRANSFER OF OBLIGATIONS

MASTERWORD may not assign, transfer or subcontract any part of this AGREEMENT without the approval of CLIENT. If MASTERWORD shall cause any part of work hereunder to be performed by a subcontractor, MASTERWORD shall remain liable for all of its obligations hereunder, and in addition shall require its subcontracts that, with respect to the work to be

performed, the subcontractor agrees to extend to CLIENT all rights, and privileges which are given by MASTERWORD to CLIENT in this AGREEMENT. Under no circumstances shall subcontractor, or its agents, servants, or employees be considered employees of CLIENT.

## 10. UNAUTHORIZED USE OF SERVICES



For certain services (including, but not limited to Over the Phone Interpreter Services, Video Remote Interpreter Services) CLIENT may be issued a unique CLIENT Identification Number ("CID"). CLIENT agrees to safeguard its CID against use by unauthorized persons. CLIENT shall be solely and fully

responsible for charges resulting from use of its CID, whether or not such use is authorized.

☒ **Check if applicable to this AGREEMENT**  
(completed by MASTERWORD representative).

## 11. LIMITED WARRANTIES

**MASTERWORD will deliver SERVICES consistent with industry standards of practice and in a professional manner. MASTERWORD makes no representation, warranty or guarantee, express or implied, about its SERVICES. MASTERWORD will make best effort to provide technical and professional resources when needed in the language needed but does not warrant the availability of any specific individual employee, agent, subcontractor or representative or any specific solution or method in favor of other equitable solutions for all languages at all times.**

**For the purpose of quality assurance, MASTERWORD may record or monitor calls, perform random and/or scheduled spot checks, and perform other quality assurance and quality control procedures.**

The details of the method and manner of performance of SERVICES by MASTERWORD shall be under its own control, CLIENT being interested only in the results thereof. MASTERWORD is for all purposes hereunder an independent contractor and in no event will MASTERWORD be considered an agent or employee of CLIENT or any of its subsidiaries or affiliates for any purpose. It is further agreed and understood that CLIENT shall not have any obligations as an employer to MASTERWORD or MASTERWORD's employees, principals or subcontractors regarding (but not limited to) federal income taxes, F.I.C.A taxes, Worker's Compensation, medical and insurance benefits, Retirement and Savings Plan, vacation pay, or other employee benefits.

## 12. COMPLIANCE

MASTERWORD agrees to conduct its services hereunder in accordance with all applicable laws.

MASTERWORD shall indemnify and hold CLIENT harmless from any and all fines, penalties, costs, or liability arising from MASTERWORD's failure to comply with all applicable laws during the performance of SERVICES under this AGREEMENT.

## 13. NON-SOLICITATION

- a) During the term of this AGREEMENT, and for a period of twenty-four (24) months thereafter, CLIENT and any of its affiliates agrees it will not, solicit employees or contractors of MASTERWORD introduced to CLIENT or any of its affiliates by MASTERWORD for purposes of offering them employment.
- b) During the term of this AGREEMENT, and for a period of twenty-four (24) months thereafter, CLIENT and any of its affiliates agrees that it will not, solicit employees or contractors of MASTERWORD through a third (3rd) party staffing agency for purposes of offering them employment.

- c) During the term of this AGREEMENT, and for a period of twenty-four (24) months thereafter, CLIENT who does business as a staffing agency and places MASTERWORD employees or contractors with one of their clients, agrees that they nor their client will solicit employees or contractors for purpose of offering them employment.
- d) In the event such employees or contractors are hired by the CLIENT (or any of its affiliates) in the period defined above in this paragraph then CLIENT will pay MASTERWORD compensation in the amount described in ARTICLE 14, DIRECT PLACEMENT SERVICES.

☒ **Check if applicable to this AGREEMENT**  
(completed by MASTERWORD representative).

## 14. DIRECT PLACEMENT SERVICES

- a) MASTERWORD does provide direct placement services. If CLIENT places a request for direct placement MASTERWORD will charge recruiting fees for placements in the amount of 30% of the employee's annual compensation as stated in the offer letter/e-mail, or any other documentation. MASTERWORD offers a 90-day guarantee on all placements. In the event the employee is terminated for cause during the first 90 days of employment, MASTERWORD will replace the individual with another person acceptable to CLIENT without additional charge. If MASTERWORD is unable to do so within 30 days after written notification of the termination, then the recruiting fee will be refunded on

a prorated basis: 1-30 days of employment = 2/3 of fee; 31-60 days of employment = 1/2 of fee; 61-90 days of employment = 1/3 of fee.

- b) MASTERWORD placement fees are charged if CLIENT or any of its affiliates hire, contract, or engage the performance of services of a candidate that has been referred to CLIENT through the efforts of MASTERWORD, and within two years after the most recent communication relating to that candidate, written or verbal. Candidates are referred to CLIENT in confidence. Should CLIENT refer or otherwise identify such a candidate to another CLIENT that hires the



candidate, CLIENT shall be liable for the entire recruiting fee to MASTERWORD.

☒ **Check if applicable to this AGREEMENT**  
(completed by MASTERWORD representative).

## 15. FORCE MAJEURE

Each PARTY shall be excused without liability for failures and delays in performance caused by war, civil riots or insurrections, strikes, floods, fires, explosions: or other occurrences or disturbances or disturbances beyond control and without the fault of such party. Any PARTY claiming any

such excuse for delay or nonperformance shall give notice thereof and proof thereof to the other PARTY within ten (10) calendar days of such occurrence. Inclement weather which results in the closure of government facilities may be deemed a force majeure.

## 16. INSPECTION & AUDIT

MASTERWORD shall maintain complete and correct records pertaining to the work. CLIENT shall have the right to inspect and audit relevant records relating to the services and payment within a period of two (2) years after the completion of SERVICES provided that MASTERWORD shall have the right

to exclude any proprietary matters, trade secrets, formulas, processes, profit margins, and components of overhead, fixed fees and lump sums, from such inspection and audit. If the results reveal over payment or under payment, appropriate adjustments will be made.

## 17. REPRESENTATIONS

Neither PARTY of this AGREEMENT shall have, nor shall it represent itself as having any authority to commit another PARTY by negotiation or otherwise to any contract,

agreement, or other legal commitments in the name of or binding on another PARTY or to pledge or extend credit in the name of another PARTY.


## 18. ENTIRE AGREEMENT

This AGREEMENT and all exhibits and addenda attached hereto, signed and/or initialed by the PARTIES hereto, constitute the entire agreement between the PARTIES. This AGREEMENT shall be governed by the laws of the State of Texas, USA, and shall not be amended, changed or extended except by written instrument signed by both PARTIES hereto. Paragraph captions are for convenience only and neither limit nor amplify the provisions of this instrument.

Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

This AGREEMENT may be executed in any number of counterparts, including facsimile counterparts, with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

CLIENT 

MASTERWORD 



## SIGNATURE PAGE

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the EFFECTIVE DATE:

### CLIENT

JEFFERSON COUNTY DISTRICT COURT

[COMPANY NAME]

By:

[SIGNATURE OF AN AUTHORIZED REPRESENTATIVE]

Name:

Jeff R. Branick

[FULL NAME OF AN AUTHORIZED REPRESENTATIVE]

Title:

Jefferson County Judge

[TITLE/POSITION OF AN AUTHORIZED REPRESENTATIVE]

Date:

March 15, 2022

[DATE SIGNED]

### MASTERWORD

MASTERWORD SERVICES, INC.

[COMPANY NAME]

By:

[SIGNATURE OF AN AUTHORIZED REPRESENTATIVE]

Name:

Ludmila Golovine

[FULL NAME OF AN AUTHORIZED REPRESENTATIVE]

Title:

President & CEO

[TITLE/POSITION OF AN AUTHORIZED REPRESENTATIVE]

Date:

03 / 10 / 2022

[DATE SIGNED]

ATTEST  
DATE

3-15-22  
County Clerk





## EXHIBIT A. SCOPE OF WORK AND SERVICE RATES

(See next page)

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*While the Texas Public Information Act generally provides that public information is available to the public, the Act also provides specific exceptions to the availability requirement, protecting "information related to competition or bidding," "trade secrets," and other "commercial or financial information." Tex. Gov't Code § 552.104; Tex. Gov't Code § 552.110. MasterWord's unit pricing submitted below constitutes MasterWord's protected "information related to competition or bidding" and "commercial or financial information", and, if disclosed, may provide our competitors with an unfair advantage and may allow them to underbid MasterWord in future competitive bidding processes. MasterWord requests that its unit pricing information remains confidential and is protected from disclosure to any 3<sup>rd</sup> parties. MasterWord may disclose the Confidential Information to the extent required by Law or court order; provided, however, that MasterWord promptly provides to the disclosing party prior written notice of such disclosure and provides reasonable assistance in obtaining an order or other remedy protecting the Confidential Information from public disclosure.*

A handwritten signature in blue ink, appearing to be 'ON', written over a yellow circular stamp.

A handwritten signature in blue ink, appearing to be 'R', written over a yellow circular stamp.



## LEGAL/COURT IN-PERSON INTERPRETING (IPI)

LANGUAGE(S): SPOKEN FOREIGN LANGUAGES  
MODALITY: CONSECUTIVE or SIMULTANEOUS  
SERVICE AREA: TEXAS

### SCOPE:

Legal/Court In-Person Interpreting is performed during court proceedings, hearings, criminal or civil investigations, and in other legal settings, requiring specialized knowledge of legal terminology and protocol. In the state of Texas, a specialized license (Licensed Court Interpreter) is required for an interpreter to perform interpreting services during legal/court encounters. However, LCI certification exam proctored by the National Center for State Courts (<http://www.txcourts.gov/jbcc/licensed-court-interpreters/exams/>) is currently available only in the following languages (subject to change, please see the link above for the most updated list of languages):

- Arabic
- \*Bosnian / Croatian / Serbian
- Cantonese
- French
- Haitian-Creole
- Hmong
- Ilocano
- Khmer
- Korean
- Laotian
- Mandarin
- \*Marshallese
- Polish
- Portuguese
- Russian
- Somali
- Spanish
- \*Turkish
- Tagalog
- Vietnamese

(\* = Abbreviated examination)

Because LCI exam is not available in all languages, interpreters performing services in legal/court settings are categorized as follows:

**Licensed Court Interpreter:** an interpreter with a valid LCI status who is listed in the active directory of the Judicial Branch Certification Commission (JBCC) (<https://jbcc.texas.txcourts.gov/Protected/LIC/LicenseeSearch.aspx?Program=LCI&PubliSearch=Y&returnURL=~/Login.aspx?TI=2#noback>).

**Basic Licensed Court Interpreter:** a Basic designation permits the interpreter to interpret court proceedings in justice courts that are not municipal courts of record, other than a proceeding before the court in which the judge is acting as a magistrate

**Master Licensed Court Interpreter:** a Master designation permits the interpreter to interpret court proceedings in all courts in the state of Texas, including justice courts and municipal courts.

**Qualified Court Interpreter:** An Interpreter for the language combination where (1) LCI certification is not offered, or (2) an LCI is not readily available, who can demonstrate to the satisfaction of the court the ability to interpret court proceedings from English to a designated language and from that language into English.

Depending on the situation and Client requirements, legal/court interpreting is delivered in either or both consecutive or simultaneous mode:

During **Consecutive Interpreting**, an interpreter listens to and analyzes the message while one of the parties is speaking, and then delivers the interpretation into another language when the speaker pauses.

During **Simultaneous Interpreting**, the interpreter listens to, analyzes and interprets the speech at the same time (with just a slight lag) and same rate of delivery as the person speaking. The type of simultaneous interpreting mostly used in legal/court settings is "Whispered" (also known as Chuchotage), where an interpreter is assigned to one limited English proficient (LEP) individual or to a very small group of people and re-speaks what is being said simultaneously in a whisper, so as not to hinder the rest of the proceedings. This type of simultaneous interpreting usually does not require special interpretation equipment, but still requires the same level of specialized skill and concentration from an interpreter. Simultaneous interpreting is the most challenging mode of interpreting; therefore, service rates for simultaneous interpreting reflect the complexity of this activity

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## MASTER LICENSE LEGAL/COURT IN-PERSON INTERPRETING (IPI)

### SERVICE RATES:

ASSIGNMENT TYPE	HOURLY RATE (PER INTERPRETER)	MINIMUM (PER INTERPRETER)	MINIMUM CANCELLATION NOTICE	CANCELLATION FEE (PER INTERPRETER)
	SPANISH and CORE SPOKEN LANGUAGES*			
<b>SCHEDULED BUSINESS</b> Services requested with at least 24-hour notice and provided between 8:00 a.m. and 4:59 p.m. on business days	\$125.12	Two (2) hrs.	24 hrs.	Applicable hourly rate for each interpreter x 2 hrs. min
<b>SCHEDULED NON-BUSINESS</b> Services requested with at least 24-hour notice and provided during non-business hours: (a) between 5:00 p.m. and 7:59 a.m. on business days or (b) any time on weekends and federal holidays	\$172.04			
<b>EMERGENCY</b> Services requested with less than 24-hour notice	\$221.20			

**ADDITIONAL TERMS OF SERVICE:**

**Billing Increments:**  
Each assignment is billed based on the actual number of hours interpreted in excess of a defined minimum. Services performed beyond the defined minimum are billed in 15-minute increments thereafter. The rate per hour applied to the assignment is based on the start time of the assignment.

**Parking and Mileage**

- Parking is billed at cost (where applicable).
- Mileage is billed at the current state rate for assignments greater than 30-miles one-way (60-miles round trip) from the interpreter's starting point.

**Additional Expenses:**  
Any other additional expenses require pre-approval by Client.

**Request Extensions:**

- As a courtesy, MasterWord allows same day extensions, under a current Service Order, so long as the current assigned interpreter is available, and the requested extension does not exceed two (2) additional consecutive hours.
- If the current assigned interpreter is unavailable for the requested time extension or the extension exceeds two (2) hours, a new Service Order will be submitted based on the applicable emergency rates.

**Cancellation:**  
Cancellation fee applies to services cancelled by Client with less than the minimum cancellation notice, per interpreter per Service Order.

**Number of Interpreters:**  
For any interpreting assignment lasting two (2) or more consecutive hours, a minimum of two (2) interpreters may be required per language pair depending on the nature and complexity of the assignment.

**Availability of Interpreters:**  
Licensed Court Interpreters (LCIs) are available in certain languages only (<https://jbcctexas.txcourts.gov/Protected/LIC/LicenseeSearch.aspx?Program=LCI&PubliSearch=Y&returnURL=~/Login.aspx?TI=2#noback>). Availability of interpreters, whether LCI or Legal Experienced, for any legal/court IPI services is based on location and advance notice.

**Services Outside of Service Area:**  
Rates and terms for services outside of the defined service area can be quoted upon request.

**\*List of Core Spoken Languages:**  
Please visit <https://www.masterword.com/core-languages/> to view the list of Core Spoken Languages.

**Other Languages:**  
Services for other languages not listed as Core Languages can be quoted upon request and will typically require at least a 48-hour notice.



## BASIC LICENSE LEGAL/COURT IN-PERSON INTERPRETING (IPI)

### SERVICE RATES:

ASSIGNMENT TYPE	HOURLY RATE (PER INTERPRETER)	MINIMUM (PER INTERPRETER)	MINIMUM CANCELLATION NOTICE	CANCELLATION FEE (PER INTERPRETER)
	SPANISH and CORE SPOKEN LANGUAGES*			
<b>SCHEDULED BUSINESS</b> Services requested with at least 24-hour notice and provided between 8:00 a.m. and 4:59 p.m. on business days	\$95.48	Two (2) hrs.	24 hrs.	Applicable hourly rate for each interpreter x 2 hrs. min
<b>SCHEDULED NON-BUSINESS</b> Services requested with at least 24-hour notice and provided during non-business hours: (a) between 5:00 p.m. and 7:59 a.m. on business days or (b) any time on weekends and federal holidays	\$131.29			
<b>EMERGENCY</b> Services requested with less than 24-hour notice	\$168.80			

### ADDITIONAL TERMS OF SERVICE:

#### Billing Increments:

Each assignment is billed based on the actual number of hours interpreted in excess of a defined minimum. Services performed beyond the defined minimum are billed in 15-minute increments thereafter. The rate per hour applied to the assignment is based on the start time of the assignment.

#### Parking and Mileage

- Parking is billed at cost (where applicable).
- Mileage is billed at the current state rate for assignments greater than 30-miles one-way (60-miles round trip) from the interpreter's starting point.

#### Additional Expenses:

Any other additional expenses require pre-approval by Client.

#### Request Extensions:

- As a courtesy, MasterWord allows same day extensions, under a current Service Order, so long as the current assigned interpreter is available, and the requested extension does not exceed two (2) additional consecutive hours.
- If the current assigned interpreter is unavailable for the requested time extension or the extension exceeds two (2) hours, a new Service Order will be submitted based on the applicable emergency rates.

#### Cancellation:

Cancellation fee applies to services cancelled by Client with less than the minimum cancellation notice, per interpreter per Service Order.

#### Number of Interpreters:

For any interpreting assignment lasting two (2) or more consecutive hours, a minimum of two (2) interpreters may be required per language pair depending on the nature and complexity of the assignment.

#### Availability of Interpreters:

Licensed Court Interpreters (LCIs) are available in certain languages only

(<https://jbcctexas.txcourts.gov/Protected/LIC/LicenseeSearch.aspx?Program=LIC&PubliSearch=Y&returnURL=~/Login.aspx?TI=2#noback>).

Availability of interpreters, whether LCI or Legal Experienced, for any legal/court IPI services is based on location and advance notice.

#### Services Outside of Service Area:

Rates and terms for services outside of the defined service area can be quoted upon request.

#### \*List of Core Spoken Languages:

Please visit <https://www.masterword.com/core-languages/> to view the list of Core Spoken Languages.

#### Other Languages:

Services for other languages not listed as Core Languages can be quoted upon request and will typically require at least a 48-hour notice.



## LEGAL/COURT EXPERIENCED IN-PERSON INTERPRETING (IPI)

### SERVICE RATES:

ASSIGNMENT TYPE	HOURLY RATE (PER INTERPRETER)			MINIMUM (PER INTERPRETER)	MINIMUM CANCELLATION NOTICE	CANCELLATION FEE (PER INTERPRETER)
	SPANISH	OTHER CORE SPOKEN LANGUAGES*	MAYAN INDIGENOUS DIALECTS**			
<b>SCHEDULED BUSINESS</b> Services requested with at least 24-hour notice and provided between 8:00 a.m. and 4:59 p.m. on business days	\$79.43	\$111.72	\$246.00	Two (2) hrs.	24 hrs.	Applicable hourly rate for each interpreter x 2 hrs. min
<b>SCHEDULED NON-BUSINESS</b> Services requested with at least 24-hour notice and provided during non-business hours: (a) between 5:00 p.m. and 7:59 a.m. on business days or (b) any time on weekends and federal holidays	\$109.22	\$153.61	\$338.25			
<b>EMERGENCY</b> Services requested with less than 24-hour notice	\$140.42	\$197.50	\$434.89			
<b>ADDITIONAL TERMS OF SERVICE:</b> <b>Billing Increments:</b> Each assignment is billed based on the actual number of hours interpreted in excess of a defined minimum. Services performed beyond the defined minimum are billed in 15-minute increments thereafter. The rate per hour applied to the assignment is based on the start time of the assignment. <b>Parking and Mileage:</b> <ul style="list-style-type: none"><li>• Parking is billed at cost (where applicable).</li><li>• Mileage is billed at the current state rate for assignments greater than 30-miles one-way (60-miles round trip) from the interpreter's starting point.</li></ul> <b>Additional Expenses:</b> Any other additional expenses require pre-approval by Client. <b>Request Extensions:</b> <ul style="list-style-type: none"><li>• As a courtesy, MasterWord allows same day extensions, under a current Service Order, so long as the current assigned interpreter is available, and the requested extension does not exceed two (2) additional consecutive hours.</li><li>• If the current assigned interpreter is unavailable for the requested time extension or the extension exceeds two (2) hours, a new Service Order will be submitted based on the applicable emergency rates.</li></ul> <b>Cancellation:</b> Cancellation fee applies to services cancelled by Client with less than the minimum cancellation notice, per interpreter per Service Order. <b>Number of Interpreters:</b> For any interpreting assignment lasting two (2) or more consecutive hours, a minimum of two (2) interpreters may be required per language pair depending on the nature and complexity of the assignment. <b>Availability of Interpreters:</b> Licensed Court Interpreters (LCIs) are available in certain languages only ( <a href="https://jbcctexas.txcourts.gov/Protected/LIC/LicenseSearch.aspx?Program=LIC&amp;PubliSearch=Y&amp;returnURL=~/Login.aspx?TI=2#noback">https://jbcctexas.txcourts.gov/Protected/LIC/LicenseSearch.aspx?Program=LIC&amp;PubliSearch=Y&amp;returnURL=~/Login.aspx?TI=2#noback</a> ). Availability of interpreters, whether LCI or Legal Experienced, for any legal/court IPI services is based on location and advance notice. <b>Services Outside of Service Area:</b> Rates and terms for services outside of the defined service area can be quoted upon request. <b>*List of Core Spoken Languages:</b> Please visit <a href="https://www.masterword.com/core-languages/">https://www.masterword.com/core-languages/</a> to view the list of Core Spoken Languages. <b>**Mayan Indigenous Dialects:</b> Mayan dialects have a four (4) hour minimum and are limited with availability based on location resources. Relay may be required contingent on language combination. Travel rates may apply and will be quoted on a case-by-case basis. <b>Other Languages:</b> Services for other languages not listed as Core Languages can be quoted upon request and will typically require at least a 48-hour notice.						



## AMERICAN SIGN LANGUAGE COMMUNITY IN-PERSON INTERPRETING (IPI)

LANGUAGE(S): AMERICAN SIGN LANGUAGE (ASL)

SERVICE AREA: TEXAS

SCOPE: American Sign Language (ASL) Community In-Person Interpreting enables communication access to essential services for Deaf/Hard-of-Hearing individuals and includes, but is not limited to, encounters in the healthcare/medical, family protective/social services, education, housing, and other community-based and social-based settings. Community ASL interpreting sessions are usually triadic (1. Provider (ex., doctor, social worker, therapist, teacher, etc.) -> 2. Deaf/Hard-of-Hearing consumer -> 3. Interpreter) or set in small groups. MasterWord's ASL interpreters are qualified professionals who possess all licenses, certificates, permits, registrations and other valid credentials necessary to perform the services as required by applicable laws, regulations, accreditation standards, including, but not limited to certification(s) by the Texas Health and Human Services' Board of Evaluation of Interpreters (BEI) or by the Registry of Interpreters for the Deaf (RID)/Center for the Assessment of Sign Language Interpreters (CASLI).

### SERVICE RATES:

ASSIGNMENT TYPE	HOURLY RATE (PER INTERPRETER)		ADMINISTRATIVE FEE (PER INTERPRETER, PER REQUEST)	MINIMUM CANCELLATION NOTICE
	AMERICAN SIGN LANGUAGE	SPECIALTY*		
<b>SCHEDULED BUSINESS</b> Services requested with at least 48-hour notice and provided between 8:00 a.m. and 4:59 p.m. on business days	\$78.26	\$89.99	1.5 hr. administrative fee <sup>1</sup>	24 hrs.
<b>SCHEDULED NON-BUSINESS</b> Services requested with at least 48-hour notice and provided during non-business hours: (a) between 5:00 p.m. and 7:59 a.m. on business days or (b) any time on weekends or federal holidays	\$107.60	\$123.74		
<b>EMERGENCY</b> Services requested with less than 48-hour notice	\$123.74	\$142.30		

### ADDITIONAL TERMS OF SERVICE:

#### Billing:

Each assignment is billed based on the requested number of hours (estimated duration of the assignment) or a 1-hour minimum (whichever is greater), in addition to the applicable administrative fee. Time worked in excess of the requested number of hours will be billed in 15-minute increments thereafter at the applicable hourly rate. Any request in excess of eight (8) hours may be split into multiple requests based on the length and complexity of the request. The rate per hour applied to the assignment is based on the start time of the assignment.

Encounters, at the discretion of MasterWord, may be combined in instances where a request which exceeds an eight (8) hour period can be services by a single interpreter without compromising the accuracy or quality of service.

#### Overlapping Coverage:

- During an encounter a transition between interpreters can occur.
- Any overlapping coverage during an interpreter transition in excess of 30-minutes will be reviewed by MasterWord to ensure accurate billing.

#### Extensions:

As a courtesy, MasterWord allows same day extensions, under a current request, so long as the current assigned interpreter is available, and the requested extension does not exceed two (2) additional hours.

If the current assigned interpreter is unavailable to work the extended period of time or the extension exceeds two (2) hours an emergency request will be submitted.

#### Parking and Administrative Fee:

**Parking is billed at cost (where applicable).**

Each ASL interpreting service is assessed a daily administrative fee of 1.5 hr. per each interpreter requested in addition to the charges for actual interpreting services. Additional travel time charges may apply to assignments greater than 30-miles one way (60-miles round trip) of the interpreter's travel start point. In this case, additional fees are billed at an applicable hourly rate in 30-minute increments per interpreter for every 15-mile increment outside of the original 30-miles.

#### Cancellation:

If cancellation occurs or the Language Professional services is no longer needed within 24 hours or less of the scheduled start time of the assignment, scheduled services will be billed at the requested number of hours of the assignment or a two-hour minimum, (whichever is greater), per interpreter. If the Language Professional is en route to the assignment or has arrived at the location to perform services an administrative fee will be applied to the cancellation.

#### Availability of Interpreters:

Availability of interpreters for any ASL interpreting services is based on location and advance notice.

#### Services Outside of Service Area:

Rates and terms for services outside of defined service area can be quoted upon request.

#### \* Specialty

Specialty sign languages are defined as CDI (CERTIFIED DEAF INTERPRETER), LSM (MEXICAN SIGN LANGUAGE), and TACTILE SERVICES

#### Certified Deaf Interpreters (CDI):

If applicable, in the event a CDI is unavailable, a qualified deaf interpreter will be assigned. Due to a moratorium on Certified Deaf Interpreter examinations by the Registry of Interpreters for the Deaf, candidates who are eligible provisional deaf interpreters will be assigned.

<sup>1</sup> MasterWord adheres to the BEI standards for ASL interpreting services which includes a 1.5 hour administrative fee per interpreter per request (<https://hhs.texas.gov/doing-business-hhs/vendor-contractor-information/cssa-maximum-rates>). Administrative fee is billed at the applicable hourly rate.

## COMMUNITY VIRTUAL CONSECUTIVE INTERPRETING (VCI)

**LANGUAGE(S):** SPOKEN FOREIGN LANGUAGES

**SERVICE AREA:** NATION-WIDE (USA)

**SCOPE:** **COMMUNITY VIRTUAL CONSECUTIVE INTERPRETING (VCI)** includes, but is not limited to, encounters in the healthcare/medical, social services, education, housing, religious and other community-based and social-based settings.

**MODALITY:** During **CONSECUTIVE INTERPRETING**, an interpreter listens to and analyzes the message while one of the parties is speaking, and then delivers the interpretation into another language when the speaker pauses.

VCI can be delivered via any web conferencing or teleconferencing platform or application, such as Zoom, GoToMeeting, Microsoft Teams, Cisco WebEx, etc. A virtual meeting URL or teleconference bridge can be set up by client or MasterWord<sup>2</sup>. Client is responsible for distributing the meeting URL or teleconference info to other participants. In accordance with MasterWord's privacy policy, MasterWord interpreters will not be able to make outgoing calls or add other participants to the virtual meeting.

To learn more, visit: <https://www.masterword.com/virtual-interpreting-requests-best-practices-technical-assistance/>

### SERVICE RATES:

ASSIGNMENT TYPE	HOURLY RATE (PER INTERPRETER)			MINIMUM (PER INTERPRETER)	MINIMUM CANCELLATION NOTICE	CANCELLATION FEE (PER INTERPRETER)
	SPANISH	OTHER CORE SPOKEN LANGUAGES*	MAYAN AND INDIGENOUS LANGUAGES*			
<b>SCHEDULED BUSINESS</b> Services requested with at least 24-hour notice and provided between 8:00 a.m. and 4:59 p.m. on business days	\$47.96	\$55.16	\$165.00	One (1) hr.	24 hrs.	Applicable hourly rate for each interpreter x 1 hr. min
<b>SCHEDULED NON-BUSINESS</b> Services requested with at least 24-hour notice and provided during non-business hours: (a) between 5:00 p.m. and 7:59 a.m. on business days or (b) any time on weekends and federal holidays	\$65.95	\$75.84	\$226.88			
<b>EMERGENCY</b> Services requested with less than 24-hour notice	\$84.79	\$97.51	\$291.69			

### ADDITIONAL TERMS OF SERVICE (VCI):

#### Billing Increments:

Each assignment is billed based on the actual number of hours interpreted in excess of a defined minimum. Services performed beyond the defined minimum are billed in 15-minute increments thereafter. The rate per hour applied to the assignment is based on the start time of the assignment.

#### Additional Expenses:

A project management fee of 15% will apply to each request.  
Any other additional expenses require pre-approval by Client.

#### Request Extensions:

- As a courtesy, MasterWord allows same day extensions, under a current Service Order, so long as the current assigned interpreter is available, and the requested extension does not exceed two (2) additional consecutive hours.
- If the current assigned interpreter is unavailable for the requested time extension or the extension exceeds two (2) hours, a new Service Order will be submitted based on the applicable emergency rates.

#### Cancellation:

Cancellation fee applies to services cancelled by Client with less than the minimum cancellation notice, per interpreter per Service Order.

#### Number of Interpreters:

For any interpreting assignment lasting two (2) or more consecutive hours, a minimum of two (2) interpreters may be required per language pair depending on the nature and complexity of the assignment.

#### Availability of Interpreters:

Availability of interpreters is contingent on language combination and advance notice.

#### \*List of Core Spoken Languages:

Please visit <https://www.masterword.com/core-languages/> to view the list of Core Spoken Languages.

#### \*\*Mayan and Indigenous Languages:

Mayan and Indigenous languages have a two (2) hour minimum and are limited with availability based on location resources. Relay may be required contingent on language combination.

#### Other Languages:

Services for other languages not listed as Core Languages can be quoted upon request and will typically require at least a 48-hour notice.

<sup>2</sup> MasterWord can set up virtual meetings via Zoom, Skype for Business and Microsoft Teams platforms using our business level licenses at no additional charge.



## COMMUNITY VIRTUAL SIMULTANEOUS INTERPRETING (VSI)

LANGUAGE(S): SPOKEN FOREIGN LANGUAGES

SERVICE AREA: NATION-WIDE (USA)

SCOPE: **COMMUNITY VIRTUAL SIMULTANEOUS INTERPRETING (VSI)** includes, but is not limited to, encounters in the healthcare/medical, social services, education, housing, religious and other community-based and social-based settings.

MODALITY: During **SIMULTANEOUS INTERPRETING**, the interpreter listens to, analyzes and interprets the speech at the same time (with just a slight lag) and same rate of delivery as the person speaking. The speaker does not pause for the interpreter to complete interpretation. Simultaneous interpreting is the most challenging mode of interpreting; therefore, service rates for simultaneous interpreting reflect the complexity of this activity.

Virtual simultaneous interpreting requires a specialized technology solution that allows for multichannel functionality where two or more people (presenter and one or more interpreters) can speak on different audio channels without overlapping or interrupting each other.

### SERVICE RATES:

ASSIGNMENT TYPE	HOURLY RATE* (PER INTERPRETER)		MINIMUM (PER INTERPRETER)	MINIMUM CANCELLATION NOTICE	CANCELLATION FEE (PER INTERPRETER)
	SPANISH	CORE SPOKEN LANGUAGES*			
<b>SCHEDULED BUSINESS</b> Services requested with at least 24-hour notice and provided between 8:00 a.m. and 4:59 p.m. on business days	\$67.58	\$76.96	One (1) hr.	24 hrs.	Applicable hourly rate for each interpreter x 1 hr. min
<b>SCHEDULED NON-BUSINESS</b> Services requested with at least 24-hour notice and provided during non-business hours: (a) between 5:00 p.m. and 7:59 a.m. on business days or (b) any time on weekends and federal holidays	\$101.37	\$115.44			
<b>EMERGENCY</b> Services requested with less than 24-hour notice	\$101.37	\$115.44			

### ADDITIONAL TERMS OF SERVICE (VSI):

#### Billing Increments:

Each assignment is billed based on the actual number of hours interpreted in excess of a defined minimum. Services performed beyond the defined minimum are billed in 15-minute increments thereafter. The rate per hour applied to the assignment is based on the start time of the assignment.

#### Additional Expenses:

A project management fee of 15% will apply to each request.

\*Additional Platform Utilization fees may apply and, when applicable, will be quoted for client approval.

Any other additional expenses require pre-approval by Client.

#### Request Extensions:

- As a courtesy, MasterWord allows same day extensions, under a current Service Order, so long as the current assigned interpreter is available, and the requested extension does not exceed two (2) additional consecutive hours.
- If the current assigned interpreter is unavailable for the requested time extension or the extension exceeds two (2) hours, a new Service Order will be submitted based on the applicable emergency rates.

#### Cancellation:

Cancellation fee applies to services cancelled by Client with less than the minimum cancellation notice, per interpreter per Service Order.

#### Number of Interpreters:

For simultaneous interpreting assignment, two (2) interpreters may be required per language pair depending on the nature and complexity of the assignment.

#### Availability of Interpreters:

Availability of interpreters is contingent on language combination and advance notice.

#### \*List of Core Spoken Languages:

Please visit <https://www.masterword.com/core-languages/> to view the list of Core Spoken Languages.

#### Other Languages:

Services for other languages not listed as Core Languages can be quoted upon request and will typically require at least a 48-hour notice.

## AMERICAN SIGN LANGUAGE COMMUNITY VIRTUAL INTERPRETING (VASL)

LANGUAGE(S): AMERICAN SIGN LANGUAGE

SERVICE AREA: NATION-WIDE (USA)

SCOPE: American Sign Language (ASL) **COMMUNITY VIRTUAL INTERPRETING (VASL)** enables communication access to essential services for Deaf/Hard-of-Hearing individuals and includes, but is not limited to, encounters in the healthcare/medical, family protective/social services, education, housing, and other community-based and social-based settings. Community ASL interpreting sessions are usually triadic (1. Provider (ex., doctor, social worker, therapist, teacher, etc.) -> 2. Deaf/Hard-of-Hearing consumer -> 3. Interpreter) or set in small groups. MasterWord's ASL interpreters are qualified professionals who possess all licenses, certificates, permits, registrations and other valid credentials necessary to perform the services as required by applicable laws, regulations, accreditation standards, including, but not limited to certification(s) by the Texas Health and Human Services' Board of Evaluation of Interpreters (BEI) or by the Registry of Interpreters for the Deaf (RID)/Center for the Assessment of Sign Language Interpreters

VASL can be delivered via any web conferencing or teleconferencing platform or application, such as Zoom, GoToMeeting, Microsoft Teams, Cisco WebEx, etc. A virtual meeting URL or teleconference bridge can be set up by client or MasterWord. Client is responsible for distributing the meeting URL or teleconference info to other participants. In accordance with MasterWord's privacy policy, MasterWord interpreters will not be able to make outgoing calls or add other participants to the virtual meeting.

To learn more, visit: <https://www.masterword.com/virtual-interpreting-requests-best-practices-technical-assistance/>

### SERVICE RATES:

ASSIGNMENT TYPE	HOURLY RATE (PER INTERPRETER)		ADMINISTRATIVE FEE (PER INTERPRETER, PER REQUEST)	MINIMUM CANCELLATION NOTICE	CANCELLATION FEE (PER INTERPRETER)
	AMERICAN SIGN LANGUAGE	SPECIALTY*			
<b>SCHEDULED BUSINESS</b> Services requested with at least 48-hour notice and provided between 8:00 a.m. and 4:59 p.m. on business days	\$72.56	\$83.44	0.5 hr. administrative fee <sup>3</sup>	24 hrs.	Applicable hourly rate for each interpreter x 1 hr. min
<b>SCHEDULED NON-BUSINESS</b> Services requested with at least 48-hour notice and provided during non-business hours: (a) between 5:00 p.m. and 7:59 a.m. on business days or (b) any time on weekends or federal holidays	\$94.33	\$108.48			
<b>EMERGENCY</b> Services requested with less than 48-hour notice	\$108.48	\$124.75			

#### ADDITIONAL TERMS OF SERVICE (VASL):

##### Billing Increments:

Each assignment is billed based on the requested number of hours (estimated duration of the assignment) or a 1-hour minimum (whichever is greater), in addition to the applicable administrative fee. Services performed beyond the defined minimum are billed in 15-minute increments thereafter. The rate per hour applied to the assignment is based on the start time of the assignment.

##### Additional Expenses:

Any other additional expenses require pre-approval by Client.

##### Request Extensions:

- As a courtesy, MasterWord allows same day extensions, under a current Service Order, so long as the current assigned interpreter is available, and the requested extension does not exceed two (2) additional consecutive hours.
- If the current assigned interpreter is unavailable for the requested time extension or the extension exceeds two (2) hours, a new Service Order will be submitted based on the applicable emergency rates.

##### Administrative Fee:

Each ASL interpreting service is assessed a daily administrative fee of 0.5 hr. per each interpreter requested in addition to the charges for actual interpreting services.

##### Cancellation:

Cancellation fee applies to services cancelled by Client with less than the minimum cancellation notice, per interpreter per Service Order.

##### Number of Interpreters:

For any interpreting assignment lasting two (2) or more consecutive hours, a minimum of two (2) interpreters may be required per language pair depending on the nature and complexity of the assignment.

##### Availability of Interpreters:

Availability of interpreters is contingent on language combination and advance notice.

##### \* Specialty

Specialty sign languages are defined as CDI (CERTIFIED DEAF INTERPRETER), LSM (MEXICAN SIGN LANGUAGE), and TACTILE SERVICES

**Certified Deaf Interpreters (CDI):** If applicable, in the event a CDI is unavailable, a qualified deaf interpreter will be assigned. Due to a moratorium on Certified Deaf Interpreter examinations by the Registry of Interpreters for the Deaf, candidates who are eligible provisional deaf interpreters will be assigned.

<sup>3</sup> MasterWord adheres to the BEI standards for ASL interpreting services which includes a 0.5 hour administrative fee per interpreter per request (<https://hhs.texas.gov/doing-business-hhs/vendor-contractor-information/cssa-maximum-rates>). Administrative fee is billed at the applicable hourly rate.



## OVER-THE-PHONE INTERPRETING (OPI)

LANGUAGE(S): SPOKEN FOREIGN LANGUAGES  
MODALITY: CONSECUTIVE  
SCOPE: Over-the-Phone Interpreting (OPI) provides telephone access to remote interpreters. Services are performed by professional spoken language interpreters located in MasterWord's contact center or a MasterWord approved remote location. To reach our telephone interpreters, no specific equipment is required. Over-the-Phone interpreting works from any modern touch-tone phone.

### SERVICE RATES:

RATE (PER MINUTE)	SPOKEN LANGUAGE USAGE (BILLED MINUTES PER MONTH)
	\$1.14
RATE (PER MINUTE)	MAYAN AND INDIGENOUS LANGUAGES* (BILLED MINUTES PER MONTH)
	\$3.95

### ADDITIONAL TERMS OF SERVICE:

#### ON-DEMAND

##### Billing for OPI Services:

Calls are billed per minute; fractions of a minute will be rounded to the next whole minute. Billing starts when interpreter answers and ends once interpreter or customer disconnects.

##### Services Outside of Service Area:

Third-party dialing outside the U.S. is not provided. Long-distance charges will apply for international calls required by Client.

**Specialized Services to be quoted upon request:** Specialized services include, but are not limited to; legal interpreters, licensed or certified court interpreters, and other services requiring subject-matter expertise. These services shall be scheduled in advance to ensure interpreter availability.

**For a list of languages available ON-DEMAND please visit** <https://www.masterword.com/wp-content/uploads/2018/08/List-of-Languages-OPI.pdf>.

##### \*Mayan and Indigenous Languages:

K'iche, Qeqchi, and Mam are billed at a **30-minute minimum**; all other Mayan and Indigenous Languages are billed at a **60-minute minimum**. Relay may be required contingent on language combination.

#### SCHEDULED

##### (LANGUAGES OF LIMITED DIFFUSION AND/OR HARD TO FIND SPECIALTIES)

Languages not available on-demand may be scheduled in advance to ensure interpreter availability. These types of requests will be quoted upon request and will typically require at least 24-hours' notice. Language of limited diffusion and/or hard to find specialties will be quoted upon request and will typically require at least 48-hours' notice.

##### Billing for Scheduled OPI Services:

Calls are billed at a 30-minute minimum; and fractions of a minute will be rounded to the next whole minute thereafter. Billing starts when interpreter answers and ends once interpreter or user disconnects.

##### Cancellation:

If the request is cancelled by Client within 24 hours of the scheduled session, a **30-minute cancellation fee** will apply. For pre-scheduled calls where the Client is more than 15 minutes late without prior notice, the pre-scheduled duration of the session will be billed.

##### Late Policy:

In a pre-scheduled call, the interpreter will remain available up to 15 minutes past the scheduled start time. Should the wait time need to be extended beyond the initial 15 minutes, the Client can request additional wait time for an additional 15 minutes. Additional wait time extensions can be requested by client, all wait extensions will be billed on a per minute basis, rounded to the next whole minute thereafter.

##### Services Outside of Service Area:

Third-party dialing outside the U.S. is not provided. Long-distance charges will apply for international calls required by Client.



## VIDEO REMOTE INTERPRETING (VRI)

**LANGUAGE(S):** SPOKEN FOREIGN LANGUAGES & AMERICAN SIGN LANGUAGE (ASL)

**MODALITY:** CONSECUTIVE

**SCOPE:** Video Remote Interpreting (VRI) provides video telecommunication access to spoken and sign language interpreting services. Services are performed by professional spoken language interpreters or by ASL interpreters who are nationally certified by the Registry of Interpreters for the Deaf (RID)/Center for the Assessment of Sign Language Interpreters (CASLI) or state certified/licensed. Interpreters are located in MasterWord's contact center or MasterWord approved remote location. VRI is a great alternative to in-person interpreting when an in-person interpreter is not immediately available. VRI services are delivered through Vispi®, MasterWord's proprietary video remote interpreting URL-based platform.

### SERVICE RATES:

LANGUAGES	USAGE TIERS (BILLED MINUTES PER MONTH)
Spanish	\$2.13
Other spoken languages	\$2.22
ASL	\$2.82
<i>Other Charges</i>	
One-time activation fee	<del>\$20.00</del> - Waived
Monthly licensing fee	<del>\$2.99</del> - Waived
<b>ADDITIONAL TERMS OF SERVICE:</b>	
<b>ON-DEMAND</b>	
<b>Billing for On-Demand VRI Services:</b> Calls are billed per minute; fractions of a minute will be rounded to the next whole minute. Billing starts when interpreter answers and ends once interpreter or customer disconnects.	
<b>Spanish and ASL VRI Services:</b> Spanish and ASL VRI calls are available on-demand 24/7/365.	
<b>Other Spoken Languages VRI Services:</b> On-Demand VRI services for Mandarin, Cantonese, Arabic, Russian, Vietnamese, Somali, Nepali, Burmese, French, Portuguese, Swahili and Korean are available Monday through Friday between 7:00 am and 7:00 pm CST. Other spoken languages can be made available on-demand for clients with larger volume commitment. Please ask your MasterWord account representative about the minimum volume requirements and spoken languages available on-demand.	
<b>Specialized Services to be quoted upon request:</b> Specialized services include, but are not limited to; legal interpreters, licensed or certified court interpreters, and other services requiring subject-matter expertise. These services shall be scheduled in advance to ensure interpreter availability.	
<b>SCHEDULED</b>	
Languages not available on-demand may be scheduled in advance to ensure interpreter availability. These types of requests will be quoted upon request and will typically require at least 24-hours' notice. Language of limited diffusion and/or hard to find specialties will be quoted upon request and will typically require at least 48-hours' notice.	
<b>Billing for Scheduled VRI Services:</b> Calls are billed at a 30-minute minimum; and fractions of a minute will be rounded to the next whole minute thereafter. Billing starts when interpreter answers and ends once interpreter or user disconnects.	
<b>Cancellation:</b> If the request is cancelled by Client within 24 hours of the scheduled session, a <b>30-minute cancellation fee</b> will apply. For pre-scheduled calls where the Client is more than 15 minutes late without prior notice, the pre-scheduled duration of the session will be billed.	
<b>Late Policy:</b> In a pre-scheduled call, the interpreter will remain available up to 15 minutes past the scheduled start time. Should the wait time need to be extended beyond the initial 15 minutes, the Client can request additional wait time for an additional 15 minutes. Additional wait time extensions can be requested by client, all wait extensions will be billed on a per minute basis, rounded to the next whole minute thereafter.	
<b>Services Outside of Service Area:</b> Third-party dialing outside the U.S. is not provided. Long-distance charges will apply for international calls required by Client.	

## DOCUMENT TRANSLATION & RELATED SERVICES

TRANSCRIPTION RATES			
LANGUAGE TIER	CERTIFICATION LEVEL (RATE PER HOUR)		
	LCI CERTIFICATION	ATA CERTIFICATION	BEST QUALIFIED RESOURCE
<b>LANGUAGE CATEGORY 1</b> Spanish (Latin American locale) <-> English	\$50.00	\$45.00	\$40.00
<b>LANGUAGE CATEGORY 2</b> Major European Languages (ex: Russian, Albanian, Bosnian, Bulgarian, Catalan, Croatian, Czech, French, German, Italian, Macedonian, Montenegrin, Polish, Portuguese (European), Romanian, Serbian, Slovak, Slovenian, Spanish (European), Ukrainian, etc.), Greek and Portuguese Brazilian <-> English	\$80.00	\$70.00	\$55.00
<b>LANGUAGE CATEGORY 3</b> Major Nordic and Finno-Ugric Languages (ex: Danish, Dutch, Estonian, Finnish, Hungarian, Latvian, Lithuanian, Norwegian, Swedish, etc.) <-> English	\$90.00	\$80.00	\$65.00
<b>LANGUAGE CATEGORY 4</b> Hebrew; Arabic; Farsi; Major Turkic Languages (ex: Turkish, Azeri, etc.); Major Asian Languages (Double Byte) (ex: Chinese, Korean, Japanese); Major Indian Languages and Southeast Asian Languages (ex: Hindi, Tagalog, Thai, Vietnamese, Urdu, etc.); Major African Languages (ex: Igbo, Afrikaans, etc.) <-> English	\$105.00	\$95.00	\$80.00
<b>LANGUAGE CATEGORY 5</b> Languages of Limited Diffusion (ex.: Maay Maay, Dinka, Kayah, etc.) <-> English	QUOTED UPON REQUEST	QUOTED UPON REQUEST	QUOTED UPON REQUEST
<p><b>PLEASE NOTE:</b></p> <ol style="list-style-type: none"> <li>Transcription services are charged on an hourly basis per hour. On average it takes one hour per 10 - 15 minutes of conversation to transcribe accurately (e.g. One hour of audio/video on average takes 4-6 hours to transcribe). This may vary depending upon number of persons speaking, clarity of recording, and the number of languages spoken.</li> <li>An exact quote will be provided upon review of the audio/video file.</li> <li>Transcription rates includes provision of accurate transcription in the language of the audio/video file.</li> <li>Minimum charge is applicable to individual transcription requests and equals to one hour of applicable rate as shown above.</li> </ol> <p><b>Additional fees may apply:</b></p> <ol style="list-style-type: none"> <li>50% rush fees may apply if client requests a translation to be performed on a rush basis, at night, during weekend or public holiday. Availability of rush services will be confirmed upon review of scopes of work and specific requirements of each request.</li> <li>All additional fees must be pre-approved by client before the start of the project.</li> </ol> <p><b>Cancellation policy:</b></p> <p>In case of cancellation of request by client, the portion of the work completed by the time of cancellation will be billed based on % of work completed at that moment.</p> <p><b>Other considerations:</b></p> <ol style="list-style-type: none"> <li>LCI and ATA certifications are not available for all listed languages. Both programs continuously add more language combinations. Certification availability for each language will be checked upon request.</li> <li>When requesting services please be sure to indicate if you require a translator to be in a specific city as it poses additional restrictions on the turnaround time.</li> </ol>			

TRANSLATION RATES			
LANGUAGE TIER	CERTIFICATION LEVEL (RATE PER WORD)		
	LCI CERTIFICATION	ATA CERTIFICATION	BEST QUALIFIED RESOURCE
<b>LANGUAGE CATEGORY 1</b> Spanish (Latin American locale) <-> English	\$0.22	\$0.18	\$0.14
<b>LANGUAGE CATEGORY 2</b> Major European Languages (ex: Russian, Albanian, Bosnian, Bulgarian, Catalan, Croatian, Czech, French, German, Italian, Macedonian, Montenegrin, Polish, Portuguese (European), Romanian, Serbian, Slovak, Slovenian, Spanish (European), Ukrainian, etc.), Greek and Portuguese Brazilian <-> English	\$0.22	\$0.20	\$0.18
<b>LANGUAGE CATEGORY 3</b> Major Nordic and Finno-Ugric Languages (ex: Danish, Dutch, Estonian, Finnish, Hungarian, Latvian, Lithuanian, Norwegian, Swedish, etc.) <-> English	\$0.30	\$0.28	\$0.25
<b>LANGUAGE CATEGORY 4</b> Hebrew; Arabic; Farsi; Major Turkic Languages (ex: Turkish, Azeri, etc.); Major Asian Languages (Double Byte) (ex: Chinese, Korean, Japanese); Major Indian Languages and Southeast Asian Languages (ex: Hindi, Tagalog, Thai, Vietnamese, Urdu, etc.); Major African Languages (ex: Igbo, Afrikaans, etc.) <-> English	\$0.30	\$0.28	\$0.25
<b>LANGUAGE CATEGORY 5</b> Languages of Limited Diffusion (ex.: Maay Maay, Dinka, Kayah, etc.) <-> English	QUOTED UPON REQUEST	QUOTED UPON REQUEST	QUOTED UPON REQUEST
<p><b>PLEASE NOTE:</b></p> <ol style="list-style-type: none"> <li>1. Translation is quoted on a per word basis.</li> <li>2. An exact quote will be provided upon completion of the transcription step (an approximate translation cost can be provided before transcription is completed based on 10,000 words for each hour of audio/video).</li> <li>3. Translation rates includes translation and quality assurance.</li> <li>4. Minimum charge is applicable to individual translation requests: \$50.00 for Language Tier 1, \$100.00 for Language Tiers 2-4, Language Tier 5 will be quoted upon request.</li> <li>5. E-discovery language support services (Machine Translation and related services) can be quoted upon request.</li> </ol> <p><b>Additional fees may apply:</b></p> <ol style="list-style-type: none"> <li>1. 50% rush fees may apply if client requests a translation to be performed on a rush basis, at night, during weekend or public holiday. Availability of rush services will be confirmed upon review of scopes of work and specific requirements of each request.</li> <li>2. All additional fees must be pre-approved by client before the start of the project.</li> </ol> <p><b>Cancellation policy:</b></p> <p>In case of cancellation of request by client, the portion of the work completed by the time of cancellation will be billed based on % of work completed at that moment.</p> <p><b>Other considerations:</b></p> <ol style="list-style-type: none"> <li>1. LCI and ATA certifications are not available for all listed languages. Both programs continuously add more language combinations. Certification availability for each language will be checked upon request.</li> <li>2. When requesting services please be sure to indicate if you require a translator to be in a specific city as it poses additional restrictions on the turnaround time.</li> </ol>			




CERTIFICATION RATES			
LANGUAGES	CERTIFICATION LEVEL (RATE PER 1 AFFIDAVIT)		
	LCI CERTIFICATION	ATA CERTIFICATION	MASTERWORD GENERAL CERTIFICATION
Spanish (Latin American locale)	WAIVED	WAIVED	WAIVED
All other languages	\$75.00	\$75.00	WAIVED

**PLEASE NOTE:**

- When requesting work to be performed by and a notarized affidavit signed by a Licensed Court Interpreter (LCI), the turnaround time will depend on the availability of an LCI and will be confirmed with the client upon confirming with an LCI.
- When requesting work to be performed by and a notarized affidavit signed by an ATA Certified Translator, the turnaround time will depend on the availability of an ATA Certified Translator and will be confirmed with the client upon confirming with an ATA Certified Translator. This option generally provides a better turnaround time than the one involving an LCI due to the higher number of ATA Certified Translators available.
- When requesting work to be performed by the best qualified resource, a notarized affidavit will be signed by a MWS representative. The turnaround time will be based on industry standards and your turnaround requirements.

**Additional fees may apply:**

- 50% Rush Fees may apply if CLIENT requests a translation to be performed on a rush basis, at night, during weekend or public holiday. Availability of rush services will be confirmed upon review of scopes of work and specific requirements of each request.
- All additional fees must be pre-approved by CLIENT before the start of the project.

**Cancellation policy:**  
In case of cancellation of request by CLIENT, the portion of the work completed by the time of cancellation will be billed based on % of work completed at that moment.

**Other Considerations:**

- LCI and ATA Certifications are not available for all listed languages. Both programs continuously add more language combinations. Certification availability for each language will be checked upon request.
- When requesting services please be sure to indicate if you require a translator to be in a specific city as it poses additional restrictions on the turnaround time.



### ADDITIONAL SERVICES

MasterWord offers a full range of language support services. Rates and/or estimates for additional services, which may not be included in your current service agreement, can be quoted upon request. Additional services include, but are not limited to:

#### TRANSLATION AND LOCALIZATION RELATED SERVICES

- Document translation (all file formats including AutoCAD)
- Document editing and review
- Online content and website localization
- Content governance
- Multilingual eLearning (including course development, content & media localization)
- Certified translation (with translation affidavit)

#### MULTILINGUAL COMMUNICATION/INTERPRETATION RELATED SERVICES

- In-Person Interpreting
- Legal/Court In-Person Interpreting
- Virtual Interpreting
- Over-the-Phone Interpreting
- Video Remote Interpreting
- Conference/Simultaneous Interpreting
- Conference interpretation equipment rental

#### DEAF/HARD-OF-HEARING COMMUNICATION ACCESS RELATED SERVICES

- ASL In-Person Interpreting
- Legal/Court In-Person ASL Interpreting
- Virtual Interpreting
- Video Remote Interpreting
- Certified Deaf Interpreter (CDI), Mexican Sign Language (LSM), Tactile Interpreting (for Low Vision or Deaf/Blind consumers)
- CART (Communication Access Real-Time Translation)

#### TRAINING AND PROFESSIONAL DEVELOPMENT

- Interpreter training
- Interpreter and translator skills assessment
- Language proficiency assessments of bilingual staff
- Language immersion courses
- Cultural competency training

#### MULTIMEDIA SERVICES

- Assets conforming and mastering
- Creation of English script with timing
- Subtitling, closed captioning and descriptions
- Localization of video assets
- Metadata management
- Voice over / dubbing

#### REMEDATION SERVICES

- Content accessibility for website, documents and applications
- Section 508, ADA, WCAG2.0, EN 301 549 Standard compliance
- Accessibility consulting services
- Alternative text

#### OTHER SERVICES

- In-House call center with rollover support
- Onsite managed multilingual support (a dedicated linguistic team with professional localization project management)
- Staffing services for onsite bilingual personnel and linguists
- Multilingual outsourcing services
- Multilingual desktop publishing
- Foundation data manufacturing for AI engine training
- Other language support or related services can be quoted upon request

**FOR MORE INFORMATION AND A COMPLETE LISTING OF SERVICES PROVIDED BY MASTERWORD,  
PLEASE VISIT [WWW.MASTERWORD.COM](http://WWW.MASTERWORD.COM) OR CALL US AT +1.866.716.4999**

**ALLISON NATHAN GETZ**  
TAX ASSESSOR-COLLECTOR



**TERRY WUENSCHERL**  
CHIEF DEPUTY

TO: Jeff Branick, County Judge  
Vernon Pierce, Commissioner Pct. 1  
Darrell Bush, Commissioner Pct. 2  
Michael Sinegal, Commissioner Pct. 3  
Everette "Bo" Alfred, Commissioner, Pct. 4

FROM: Terry Wuenschel  
Jefferson County Tax Office

RE: Transfer Funds FY 2022

DATE: March 4, 2022

Please consider this request to transfer \$1,060.01 from budget account 120-1011-415-30-84 (Minor Equipment) to 120-1011-415-60-02 (Capital Outlay/Computer Equipment).

We must replace a computer in our Mid-County office that uses an outdated and unsupportive operating system. Our MIS department advises computer replacement.

A handwritten signature in cursive script that reads "Terry Wuenschel".

**From:** Dell (please do not reply) on behalf of Dell Inc.  
**To:** aserrant@co.jefferson.tx.us  
**Subject:** Dell Computer - Saved Quote Information -3000112685131  
**Date:** Friday, February 18, 2022 1:41:11 PM

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## You have saved an eQuote 3000112685131

An eQuote is now saved in your Dell Online Store.  
This will be held for 60 days and will expire on 04/19/2022

### Your eQuote has been sent to:

Emailed to: aserrant@co.jefferson.tx.us  
aserrant@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 3000112685131

eQuote Name	Terry - 7181
Saved By	aserrant@co.jefferson.tx.us
eQuote Description	
Authorized Buyer	
Notes/Comments	
Account Name	Jefferson County
Contract Code	C000000006841
Contract Name	Texas Department of Information Resources (TX DIR)
Customer Agreement #	TX DIR-TSO-3763

### Shipping Info

Amy Serrant  
 1149 Pearl St. 6th Floor  
 Beaumont, TX 77701  
 (409) 835-8447

### Billing Info

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

### eQuote Summary

Description	Quantity	Unit Price	Subtotal
OptiPlex 5090 Small Form Factor	1	\$789.52	\$789.52
Dell 24 Monitor - P2422H, 60.5cm (23.8")	1	\$240.49	\$240.49
CUS,SPKR,5V,ZLX,AC511M,WW	1	\$30.00	\$30.00

Non Taxable Amount	\$1,060.01
eQuote Subtotal	\$1,060.01
Shipping*	\$0.00
Shipping Discount*	\$0.00
Tax*	\$0.00
Environmental Disposal Fee*	\$0.00

**eQuote Total\*** **\$1,060.01**

\*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
rrrc1288351-6294791   OptiPlex 5090 Small Form Factor	1	\$1,642.00
Premier Discount		\$852.48
		<hr/> \$789.52

Module	Description	Product Code	SKU	ID
OptiPlex 5090 Small Form Factor	OptiPlex 5090 Small Form Factor XCTO	GRHF5GM	[210-AYSC]	1
Processor	10th Generation Intel® Core™ i5-10500 (12MB cache, 6 cores, 12 threads, 3.10 to 4.50 GHz Turbo, 65W)	GNIT621	[338-BVCB]	146
Operating System	Windows 10 Pro, English, French, Spanish	GF48XA1	[619-AHKN]	11
Microsoft Application Software	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
Memory	8 GB, 1 x 8 GB, DDR4	GA61EWF	[370-AGFP]	3
Hard Drive	256 GB, M.2 2230, PCIe NVMe, SSD, Class 35	G1GTVU5	[400-BEUW] [773-BBBC] [412-AAQT]	8
Additional Hard Drive	No Additional Hard Drive	G780XKR	[401-AANH]	637
Video Card	Intel® Graphics	GZQDA24	[490-BBFG]	6

Chassis Options	OptiPlex 5090 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze), DAO, BCC	GA203GP	[329-BFHS]	116
Power Cord	System Power Cord (US)	GA5894N	[450-AAOJ]	20
Optical Drive	8x DVD+/-RW 9.5mm ODD	GZY3O28	[429-ABFH] [325-BDSH]	16
Optical Software	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	GWNM30Y	[658-BBTV]	597
Additional Storage Devices - Media Reader	No Media Card Reader Selected	GW2K1D6	[379-BBHM]	10
Wireless	No Wireless LAN Card (no WiFi enablement)	GE7Y41P	[555-BBFO]	19
Wireless Driver	No Wireless Driver (No WiFi enablement)	GQMKF4C	[340-AFMQ]	7
Chassis Intrusion Switch	Chassis Intrusion Switch - SFF	GA6RJ41	[461-AAEE]	289
Stands and Mounts	No Stand Option	GJO5ZSE	[575-BBBI]	558
Adapter	No Additional Cable	GIX0L8M	[379-BBCY]	592
Serial Port Adapter	No Parallel or Serial Port	GVEYOQ7	[492-BBFF]	698
Add-in Cards	No Additional Add In Cards	GNV4J7Q	[382-BBHX]	583
Additional Video Ports	No Additional Video Ports	GWFXAL0	[492-BCKH]	495
Keyboard	Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	GX0V4JP	[580-AJJG]	4
Mouse	Mouse included with Keyboard	GU54MYP	[570-AADI]	12
Back Cover	No Cable Cover	GDT2C7Z	[325-BCZQ]	376
External Speakers	No External Speaker	GTNM7E2	[817-BBBC]	200095
Software Stack	Dell Applications Windows 10 & 11 DGR with Dell Optimizer	GIG5KLR	[658-BBMR] [640-BBLW] [525-BBCL] [658-BBRB] [658-BEOK] [658-BEQP] [658-BFDQ]	1003
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	[387-BBLW]	122
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
System Monitoring Options	Dell Watchdog Timer	G4B5QX3	[379-BEKK]	39
Placemat	Quick Setup Guide 5090 SFF	GEW6JOK	[340-CVFR]	60
Order Information	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
Bios for TPM	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT6	[329-BB JL]	297
Shipping Material	Shipping Material for SFF	GDKRO4V	[340-CQYR] [389-BBUU]	465
Label	MOD,LBL,REG,SFF,JSD2,200,5090[1]	GFU7P0W	[389-DZDJ]	676
Hard Drive Cables and Brackets	M.2 Caddy	GGPQ1ML	[575-BBKX]	705
Processor Label	Intel® Core™ i5 Processor Label	GES6Q9A	[340-CNBZ]	749
Transportation from ODM to region	Standard shipment	GQT8IGC	[800-BBIO]	200080
Protect Your New PC	No Anti-Virus Software	GD4K19S	[650-AAAM]	1014
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Speakers	Speaker for Tower and SFF	GR068XC	[520-AARD]	18
Windows AutoPilot	No AutoPilot	GYEO2AP	[340-CKSZ]	291
EPEAT 2018	EPEAT 2018 Registered (Silver)	GTZOE2H	[379-BD TO]	200331
Systems Management	No Out-of-Band Systems Management	GAJK4ZT	[631-ACXZ]	49
Additional	CFI Routing SKU	9292306	[365-0257]	701

System Options				
Additional System Options	Configuration Services - Custom, Image Load	9292307	[366-0330]	701
Additional System Options	CFI,Information,DESC,Factory Install	9292308	[378-2295]	701
Hardware Support Services	3 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	NBD3	[804-9043] [804-9044]	29
Shipping Box Labels - Standard	System Box Label	SYSBOX	[365-0538]	200423

rcrc1288351-6413116 | Dell 24 Monitor - P2422H, 60.5cm (23.8") 1 \$369.99

Premier Discount \$129.50

\$240.49

Module	Description	Product Code	Sku	ID
Dell 24 Monitor - P2422H, 60.5cm (23.8")	Dell 24 Monitor - P2422H, 60.5cm (23.8")	GRVIA79	[210-BBCC]	1
Hardware Support Services	3 Years Advanced Exchange Service	G2V0K68	[814-5380] [814-5381]	29

CUS,SPKR,5V,ZLX,AC511M,WW Sku [520-AAOT] 1 \$44.99

Premier Discount \$14.99

\$30.00

Non Taxable Amount \$1,060.01

eQuote Subtotal \$1,060.01

Shipping\* \$0.00

Shipping Discount\* \$0.00

Tax\* \$0.00

Environmental Disposal Fee\* \$0.00

**eQuote Total\*** **\$1,060.01**

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

Let's connect.



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**JEFFERSON COUNTY SHERIFF'S OFFICE**  
SHERIFF ZENA STEPHENS

*MEMORANDUM*

DATE: March 7, 2022

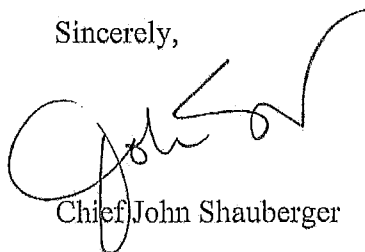
TO: Fran Lee

FROM: Chief John Shauburger

RE: BUDGET ACCOUNT TRANSFER

Please move \$6,700 from 865-3054-421-3084 to 865-3054-421-6018. The cost of a wheeled fire extinguisher exceeds \$5,000, making it a capital item.

Sincerely,



Chief John Shauburger



## JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

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

Donta Miller  
Chief of Law Enforcement  
dmiller@co.jefferson.tx.us

John Shaubarger  
Chief of Corrections  
jshaubarger@co.jefferson.tx.us

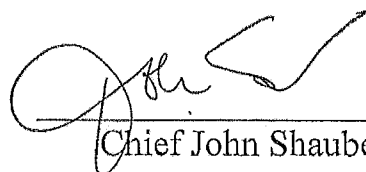
TO: Fran Lee  
Jefferson County Auditing Department

FROM: Chief John Shaubarger  
Jefferson County Sheriff's Office

RE: Transfer Funds FY 2022

DATE: February 28, 2022

Please transfer \$37,660 from budget account 254-0000-421-60-35 (Communication Equipment) and \$10,840 from budget account 254-000-421-30-84 (Minor Equipment) to 254-0000-421-60-53 (Computer Software) for staff scheduling software at the Correctional Facility.

  
Chief John Shaubarger

U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

OMB No. 1121-0329  
Approval Expires 12/31/2023



## BJA FY 2021 State Criminal Alien Assistance Program

### Program Requirements and Application Instructions

Assistance Listing Number #	16.606
Grants.gov Opportunity Number:	O-BJA-2021-171190
Solicitation Release Date:	March 09, 2022 3:00 PM
Version:	1
Grants.gov Deadline:	April 25, 2022 8:59 PM
Application JustGrants Deadline:	May 09, 2022 8:59 PM

### Overview

Under the statutorily required State Criminal Alien Assistance Program (SCAAP), the Office of Justice Programs (OJP) of the U.S. Department of Justice (DOJ) makes payments to eligible "states" and "units of local government" that incur certain types of costs due to "incarceration" of "undocumented criminal aliens" during a particular 12-month reporting period. **The reporting period for the FY 2021 program is July 1, 2019, through June 30, 2020.**

Before entering **any** information into the online application for the FY 2021 program, the government official who will complete and submit the application on behalf of an applicant government **MUST** carefully review this document.

**NOTICE:** OJP continues work to finalize the necessary steps in order to make FY 2020 State Criminal Alien Assistance Program (SCAAP) reimbursements available as soon as possible. This Bureau of Justice Assistance (BJA) FY 2021 SCAAP Requirements and Application Instructions announcement is released prior to the availability of FY 2020 SCAAP reimbursements in order to expedite the availability of FY 2021 reimbursements.

### Eligible Applicants:

City or township governments, County governments, State governments, Other

### Other

See Eligibility Information in this solicitation.

For purposes of this solicitation, "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

### Contact Information

For technical assistance with submitting the Application for Federal Assistance standard form (SF)-424 in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](mailto:Grants.gov Customer Support), or [support@grants.gov](mailto:support@grants.gov). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at 833-872-5175 or [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov). The JustGrants Service Desk operates 5 a.m. to 9 p.m. eastern time Monday - Friday and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

For assistance with the online application to the FY 2021 program or other aspects of the FY 2021 program, contact the **SCAAP Help Desk** by phone at 1-202-353-4411 or by email to [SCAAP@usdoj.gov](mailto:SCAAP@usdoj.gov). The SCAAP Help Desk operates Monday through Friday during normal business hours (eastern time). It is closed on federal holidays.

### Submission Information

Applications will be submitted to DOJ in two steps:

**Step 1:** Applicants must submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF)-424 when they register in Grants.gov at <https://www.grants.gov/web/grants/register.html>. To register in Grants.gov, applicants will need to obtain Data Universal Numbering System (DUNS) and System for Award Management (SAM) registration or renewal. Please contact the SCAAP Help Desk at [SCAAP@usdoj.gov](mailto:SCAAP@usdoj.gov) for assistance with identifying the correct applicant DUNS.

Beginning April 4, 2022, the federal government will cease using the Data Universal Numbering System (DUNS) number to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) created in SAM.gov. If your entity is currently registered in SAM.gov, your UEI has already been assigned and is viewable in SAM.gov. This includes inactive registrations. For additional information, see the [Unique Entity Identifier Update](#) and the [OJP Grant Application Resource Guide](#).

**Step 2:** Applicants must then submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://justgrants.usdoj.gov). To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. OJP encourages applicants to review the "How to Apply" section in the [OJP Grant Application Resource Guide](#) and the [JustGrants website](#) for more information, resources, and training.

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## Program Description

### Overview

OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

OJP's BJA administers SCAAP. Under SCAAP, OJP is statutorily required to make payments to "states" and "units of local government" that incur certain types of costs due to the "incarceration" of "undocumented criminal aliens" during a specific 12-month "reporting period."

Under the FY 2021 program, payments will be made in connection with "undocumented criminal aliens" who had been convicted of at least one felony or two misdemeanors (typically for violations of state or local law) and who were "incarcerated" under the legal authority of the applicant government for at least 4 consecutive days during the "reporting period." (Additional details are set out in later sections of this document.)

As part of its application, each applicant government provides particular information about individuals it "incarcerated" — under its own legal authority — for at least 4 consecutive days during the "reporting period" and whom the applicant government either (1) knows were "undocumented criminal aliens" or (2) reasonably and in good faith believes were "undocumented criminal aliens." (OJP transmits the data submitted on such individuals to the U.S. Department of Homeland Security (DHS) for a detailed review.) As part of its application, each applicant government also must provide information pertinent to its average costs of incarceration during the "reporting period."

Broadly speaking, SCAAP payments are calculated from information provided by applicant governments in online applications, information provided to OJP by DHS regarding the DHS review of data on "eligible inmates," and the amount of appropriated funds available for the SCAAP application cycle (e.g., for the FY 2021 program). All information submitted as part of an application is subject to appropriate review by OJP.

### Statutory Authority

The FY 2021 program is authorized by 8 U.S.C. § 1231(i) and Department of Justice Appropriations Act, 2021, Pub. L. 116-260, 134 Stat 1182, 1258.

### Specific Information

#### Restriction on Use of SCAAP Payment; Associated Records

As a matter of federal law, a "state" or "unit of local government" that receives a payment under the FY 2021 program must use the payment "only for correctional purposes." See 8 U.S.C. § 1231(i)(6).

**"Correctional Purposes":** With respect to a "state" or "unit of local government," use of a SCAAP payment for "correctional purposes" means:

- Use of the funds to pay any cost reasonably attributable to that government's operation of a "correctional facility" for its own use, such as:
  - Salaries and wages paid to employees who work primarily and directly in the "correctional facility" ( **regardless** of whether those employees are "correctional officers").
  - Costs of employment benefits provided to (or on behalf of) employees who work directly in and for the "correctional facility."
  - The reasonably allocable portion of the salaries, wages, and benefits paid to employees who, although not primarily and directly working in and for the "correctional facility," provide necessary services either to the correctional facility (e.g., administrative support) or the individuals "incarcerated" in the correctional facility (e.g., medical care, transportation).
  - Repair, maintenance, and "overhead" (e.g., utilities) costs reasonably attributable to operation of the "correctional facility."
- Use of the funds for payments to a "contract correctional facility" that are reasonably attributable to "incarceration" of individuals in such a facility on behalf of (pursuant to the legal authority of) the pertinent "state" or "unit of local government."

#### Maintenance of Records

An applicant government that receives a payment under the FY 2021 program must, for not less than 3 years after the date it draws down that payment from OJP, maintain records sufficient to demonstrate that the payment was used solely

for “correctional purposes,” and must make those records available to DOJ (including OJP) upon request.

#### Limit on Request for Compensation

As a matter of federal law, “no jurisdiction shall request compensation for any cost greater than the actual cost for federal immigration and other detainees housed in state and local detention facilities.” See, e.g., Department of Justice Appropriations Act, 2021, Pub. L. 116-260, 134 Stat 1182, 1258.

### Federal Award Information

#### Solicitation Categories

This solicitation does not include Solicitation Categories.

#### Awards, Amounts and Durations

<b>Anticipated Number of Awards</b>	<b>Anticipated Maximum Dollar Amount of Awards</b>
600	\$59,000,000.00
<b>Period of Performance Start Date</b>	<b>Period of Performance Duration (Months)</b>
7/1/19 12:00 AM	12
<b>Anticipated Total Amount to be Awarded Under Solicitation</b>	
\$221,175,193.00	

### Eligibility Information

**Important Note:** The online FY 2021 SCAAP application specifically incorporates by reference the **eligibility requirements, definitions of terms, and detailed application instructions** set out in this document. (To assist applicants, this document uses quotation marks to highlight defined terms (e.g., “state,” “unit of local government,” “undocumented criminal alien,” “eligible inmate,” and “correctional purposes”).

In general, a “state” or “unit of local government” is eligible to apply for a payment under the FY 2021 program if it “incarcerated” individuals in a “correctional facility” during the “reporting period” whom it either (1) knows were “undocumented criminal aliens” or (2) reasonably and in good faith believes were “undocumented criminal aliens.” A detailed discussion of eligibility — including the definitions of “state” and “unit of local government” for purposes of SCAAP — appears in the Eligibility Information section.

Absent highly unusual circumstances, OJP will not extend the application deadline or permit an applicant government to submit its application after the application deadline. Much as in previous years, promptly after the application deadline, OJP will transmit to DHS the data on “eligible inmates” from all of the applications submitted to JustGrants prior to the application deadline. The volume of “eligible inmates” data transmitted to DHS (and the nature and complexity of the DHS review of those data) is such that it is not possible to transmit supplemental or corrected data to DHS.

Any application must be completed and submitted by a government official with the legal authority to apply to the FY 2021 program on behalf of the chief executive of the applicant government. This “submitting government official” must be registered in JustGrants in order to complete and submit an application under the FY 2021 program.

Instructions on how to register in JustGrants and how to access the online application for the FY 2021 program appear in the How to Apply section.

**Only a “state” or “unit of local government” is eligible to apply, and only on its own behalf.**

For purposes of the FY 2021 program:

“**State**” includes the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, the Commonwealth of the Northern Mariana Islands, and American Samoa.

“**Unit of local government**” means a political subdivision of a “state” with authority to independently establish a budget and impose taxes (typically, a “general-purpose” political subdivision of a state). The term may include a county or municipality (e.g., city, county, town, township, village, borough, or parish). **Note: A department or agency that is part of such a “unit of local government” is not itself considered a “unit of local government,” and applications listing an agency that is not the “unit of local government” will be denied.**

Joint applications by two or more “states” or “units of local government” are **not** permitted, **even if** the application names only one state or unit of local government as the applicant. As a rule, an application must **not** incorporate or report data on either (1) individuals held in custody by the applicant government on behalf of (pursuant to the legal authority of) another state or unit of local government or (2) costs associated with individuals held in custody on behalf of another state or unit of local government.

Similarly, a governmental entity that is not itself a “state” or a “unit of local government” (e.g., a regional jail, special jail district, or regional jail authority or board) is **not** eligible to apply. Rather, each “state” or “unit of local government” that uses the regional facility may include (as part of its own application) data that directly reflect its own use of the facility.

#### **Certifications in the Online Application for the FY 2021 Program**

As part of the online application to the FY 2021 program, the “submitting government official” must make a number of detailed certifications to OJP under penalty of perjury, including formal certifications regarding the accuracy of the information being provided, the official’s conformity with the requirements and instructions set out in this document, and the official’s legal authority to execute the certifications and submit the application on behalf of the applicant government.

JustGrants is designed to reject an application to the FY 2021 program if the “submitting government official” fails to execute any of the required certifications. An application cannot and will not be considered submitted (including for purposes of the application deadline) until all of the certifications have been made. See the Disclosures and Assurances section for more information.

#### **DOJ Reliance on the Required Certifications as Material; Penalties for False Statements**

As indicated in the text of each required certification, DOJ, including OJP, will rely on each certification submitted in connection with an application to the FY 2021 program as a material representation in any decision to make a payment.

A materially false, fictitious, or fraudulent statement to the federal government (or concealment or omission of a material fact) as part of a required certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject both the “submitting government official” and the applicant government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). Also, certifications provided to OJP in connection with the FY 2021 program are subject to review by DOJ, including by OJP and the DOJ Office of the Inspector General.

#### **Application and Submission Information**

In the online SCAAP application, each applicant government will be asked to provide specific types of information. In general, they are:

- Information on the applicant government and its “chief executive.”
- Information on the “submitting government official.”
- Data on “eligible inmates” during the “reporting period,” which are provided through upload of a single ASCII-formatted file.
- Data pertinent to the applicant government’s costs of incarceration for the “reporting period,” including information on “correctional officers” and associated salary expenditures, the total number of inmates incarcerated, and the “maximum bed count” of the applicant’s “correctional facilities.”

**“Submitting Government Official”:** The online SCAAP application may be completed and submitted only by an appropriate official of the applicant government. For each applicant government, there may be only one “submitting government official.” That “submitting government official” must have the legal authority to apply to the FY 2021 program on behalf of the applicant government, must have the necessary knowledge and information to complete the entire application accurately, and must in fact complete and submit all sections of the application. **Due diligence is required.**

The certifications within the online application vary in their precise content, but in each of them, the “submitting government official” must certify, on behalf of the official and the applicant government, under penalty of perjury, that the information entered is “true and correct to the best of my knowledge and belief, based upon diligent inquiry and review,” and is provided in accordance with the requirements, definitions, and instructions set out in this document. In addition, in each such certification, the “submitting government official” certifies that the official has “the legal authority to make this certification to OJP, including from the chief executive of the applicant government.”

#### **Part I. SCAAP Applicant Government and Its “Chief Executive”**

Information on the Applicant “State” or “Unit of Local Government”

Refer to the information above on “Eligibility,” including the definitions of “state” and “unit of local government,” to determine whether an interested entity is eligible to apply.

If the prospective applicant is in fact a “state” or “unit of local government,” enter the appropriate information for the applicant government in section 1 of the application.

### Information on the “Chief Executive” of the Applicant “State” or “Unit of Local Government”

Also in section 1 of the application, enter the appropriate information for the current “chief executive” of the applicant government.

Note that, in virtually all cases, the chief executive of a “state” is the governor. As to “units of local government,” the title of the chief executive will vary depending on the organization of the local government, but only one individual in the local government is its “chief executive” (e.g., the mayor).

Click on the “Save Information” button to continue to the next section of the application. (If an error message appears, make the appropriate corrections, then click “Save Information” again.)

### Part II. Information on “Eligible Inmates”

**“Eligible Inmates”:** Each applicant government is to provide detailed information about the individuals (1) the applicant government “incarcerated” for at least 4 consecutive days during the “reporting period” and (2) whom the applicant government either **knows** were “undocumented criminal aliens” or **reasonably and in good faith believes** were “undocumented criminal aliens.” For purposes of the application to the FY 2021 program, such individuals are referred to as **“eligible inmates.”**

**Recap:** An individual is an “eligible inmate” only if **all** of the following are true, and the inmate was:

- “Incarcerated” by the applicant government under its own legal authority (see definition below).
- For at least 4 consecutive days during the “reporting period.”
- The applicant government either **knows**, or **reasonably and in good faith believes**, that the inmate is an “undocumented criminal alien,” that is, that the inmate is both —
  - “undocumented” (see definition below)
  - “criminal alien” (see definition below)

**“Incarcerated”:** For purposes of the FY 2021 program, an individual is considered to have been “incarcerated” by (or on behalf of) the applicant government when held (confined) in a “correctional facility” **under the legal authority of the applicant government, following conviction of the individual for a criminal offense.** Such incarceration may have been in a “correctional facility” operated by the applicant government or in a “contract correctional facility” (including a regional facility) used by the applicant government.

- An inmate is not considered to have been “incarcerated” by or on behalf of an applicant government if the applicant government held the inmate in custody on behalf of (under the legal authority of) another “state” or “unit of local government,” pursuant to a contractual arrangement. (See also the related discussion above.)

**“Undocumented”:** For purposes of the FY 2021 program, an individual is “undocumented” **if, as of the date the individual was “incarcerated” by the applicant government,** the individual was a foreign citizen or foreign national with no legitimate claim under federal law to be a U.S. citizen or U.S. national, and the individual (1) entered the United States without authorization under federal law to do so, or (2) entered the United States under a federal legal authorization that had expired or otherwise was no longer in effect, or (3) was the subject of deportation or exclusion proceedings.

- Generally, a person born in the United States (including in a U.S. territory) is a U.S. citizen or U.S. national.

**“Criminal Alien”:** For purposes of the FY 2021 program, an “alien” (that is, an individual who is not a citizen or national of the United States) is a “criminal alien” if, as of the date the individual was “incarcerated” by the government, that individual had been convicted of at least one felony or two misdemeanors.

- Adjudication of a juvenile as a delinquent does not constitute conviction of a felony or a misdemeanor for purposes of the FY 2021 program

**“Inmate Records” and Associated Data Elements:** In section 2 of the application, the “submitting government official” is to provide an “inmate record” for each “eligible inmate.”

- **Multiple Periods of Incarceration:** If, during the reporting period, the applicant government incarcerated a particular “eligible inmate” for two or more periods of at least 4 consecutive days each, the applicant **must** create a **separate** “inmate record” for each such distinct period of incarceration. The applicant **may not** combine such distinct periods of incarceration in a single inmate record.
- **“Eligible Inmates” Who Use Aliases:** If an applicant government has reason to believe that a particular “eligible inmate” uses or has used aliases, the applicant may submit a separate “inmate record” for each alias, provided the information in the separate inmate record(s) is identical in all respects, other than as to last, first, and/or middle names. (Note that this requirement for identical information — except as to names — specifically includes the “unique inmate number assigned by the applicant government.” (See list below.)

Each “inmate record” is to provide all of the following information, to the extent known to the applicant government, using due diligence:

- Alien number, also referred to as “A-number”
- Last name
- First name
- Middle name (not required, but to be provided if available)
- Date of birth
- Unique inmate identifying number assigned by the applicant government
- Foreign country of birth
- “Date incarcerated” (see definition in Appendix A)
- FBI number

**Law Enforcement Support Center (LESC) Immigration Alien Query (IAQ):** This is an OPTIONAL field.

The detailed instructions for each of these data elements are set out in the table titled “SCAAP Data Elements for ‘Inmate Records’ — FY 2021 Program” in Appendix A. That table identifies mandatory data elements; specifies the precise format to be used for each data element; sets out the rules to follow for individuals with compound or hyphenated first, last, or middle names; and specifically defines “date incarcerated” and “date released.” (It also defines the required ASCII fixed-field format.)

- For ease of reference, the “submitting government official” may wish to print out a copy of “SCAAP Data Elements for ‘Inmate Records’ — FY 2021 Program.”
- Be aware that an “inmate record” that does not identify a **specific** country as the inmate’s country of birth, but instead indicates that the country of birth is “unknown,” will **not** be considered in the calculation of the amount of any payment under the FY 2021 program unless DHS (through its data review) is able to confirm that the inmate was in fact “undocumented,” and the “inmate record” otherwise is sufficient.

**Submission of “Inmate Records”:** An applicant must provide “inmate records” for “eligible inmates by uploading a single ASCII-formatted (.txt) file that contains the **entire** set of inmate records for the “reporting period.”

- The “submitting government official” will upload a single ASCII-formatted file with all “inmate records” for “eligible inmates
  - Appendix A (titled “SCAAP Data Elements for ‘Inmate Records’ — FY 2021 Program”) sets out the required ASCII fixed-field format to be used for the inmate file upload.
  - Appendix B lists (DHS) Immigration and Customs Enforcement (ICE) Country Codes. “Inmate records” submitted as part of a single ASCII fixed-field file are to include the appropriate “ICE Code” from the list in Appendix B. Do not use an abbreviation from any other list of country codes.
  - Appendix C (titled “Instructions for upload of ASCII fixed-field file of ‘inmate records’”) provides detailed instructions for the ASCII fixed-field file upload process.

### Part III. Information on “Correctional Officers” and “Correctional Facilities”

#### Required Information on “Correctional Officers”

In section 3 of the online application, the “submitting government official” must provide, by direct entry into the online application, all of the following information related to “correctional officers”:

- The total number of **full-time “correctional officers”** employed by the **applicant government** during the reporting period.
- The total number (reported as Full-Time Employees (FTEs)) of **part-time “correctional officers”** employed by the applicant government during the reporting period.
- The total number of **full-time “correctional officers”** providing services to the **applicant government** as employees of “contract correctional facilities” (or as contractors) during the reporting period.
- The total number (reported as FTEs) of **part-time “correctional officers”** providing services to the applicant government as employees of “**contract correctional facilities**” (or as contractors) during the reporting period. “Actual salary expenditures for correctional officers” during the reporting period.

In addition, section 3 of the online application requires the “submitting government official” to provide (as a file “attached” to the application) a “Correctional Officer” Salary Expenditures Detail.”

#### Pertinent Definitions: “Correctional Officers” and “Associated Salary Expenditures”

“**Correctional facility**” means a facility typically used to hold (confine) in-custody individuals convicted of one or

more criminal offenses.

- A "correctional facility" may be operated by a "state" or "unit of local government" for its own use.
- Or a "correctional facility" may be operated by a private or governmental entity that holds individuals in custody on **behalf of** (pursuant to the legal authority of) a "state" or "unit of local government," pursuant to a contractual arrangement. For purposes of the FY 2021 program, such a facility (including a regional facility) is a **"contract correctional facility."**
- A "correctional facility" may — in addition to holding in-custody individuals who have been **convicted** of criminal offenses — also hold in-custody individuals who have been **charged** with criminal offenses. A facility that is used primarily for pretrial detention, however, is **not** a "correctional facility."
- **"Correctional Officer":** For purposes of the FY 2021 program, "correctional officer" means a person whose **primary** employment responsibility is to maintain custody of individuals held in a "correctional facility." A person who meets this definition is a "correctional officer," regardless of whether this person is an employee of the applicant government or an employee of a "contract correctional facility" used by the applicant government.
  - Based on **primary** employment responsibility, the term "correctional officer" may include a person who fills a position such as deputy sheriff, correctional facility or jail supervisor, chief of security or shift commander for a correctional facility, or warden or assistant warden of a correctional facility. The term "correctional officer" also may include a transportation officer (or someone in a similar position), but **only if** the person's **primary** employment responsibility is to maintain custody of inmates who remain in custody but temporarily are outside of the "correctional facility."
  - "Incarcerated" is defined above.
  - Persons whose **primary** responsibility is something other than to maintain custody of individuals held in custody in a "correctional facility" are not "correctional officers" for purposes of this program, and **may not** be included in the "correctional officer" data reported in section 3 of the online application. This is the case **even though** such persons may provide services to a correctional facility used by the applicant government or its inmates.
  - Persons who provide office and secretarial support or administrative services to (or for) a "correctional facility"; or whose **primary** employment responsibility involves housekeeping or maintenance at a correctional facility; or provide food, health or medical care, education, training, or vocational counseling to "incarcerated" inmates are not "correctional officers" for purposes of the FY 2021 program. They **may not** be included in the "correctional officer" data reported in section 3 of the online application.
  - Similarly, persons whose **primary** employment responsibility is to work with inmates who are no longer held in custody in a "correctional facility" (e.g., parole and probation officers) or whose work involves inmates but whose primary employment responsibility is something other than "maintaining custody" of an inmate held in custody in a "correctional facility" (e.g., judges, prosecutors, public defenders, hearing officers, and warrant and apprehension units personnel) are **not** "correctional officers" for purposes of the FY 2021 program. They **may not** be included in the "correctional officer" data reported in section 3 of the online application
- **"Total number" of "correctional officers":**
  - For **full-time** "correctional officers" employed by the applicant government, report the total number of full-time correctional officers employed during the reporting period.
  - For **part-time** "correctional officers" employed by the applicant government, report the total number of part-time correctional officers employed during the reporting period.
  - For **full-time** "correctional officers" employed by a "contract correctional facility," include **only** the "total number" of such officers whose employment is reasonably attributable — using due diligence — to use of the correctional facility by the applicant government for inmates held in custody under its own legal authority. As the "total number," report the total number of such full-time correctional officers employed during the reporting period.
  - Similarly, for **part-time** "correctional officers" employed by a "contract correctional facility," include **only** the "total number" of such officers whose employment is reasonably attributable — using due diligence — to use of the correctional facility by the applicant government for inmates held in custody under its own legal authority. As the "total number," report the total number of such part-time correctional officers employed during the reporting period.
- **"Actual salary expenditures for correctional officers' during the reporting period"** means the sum of:
  - The actual amount (if any) paid by the applicant government during the "reporting period" as the "salaries and wages" of full-time and part-time "correctional officers" it employed. Paid leave (medical leave, family leave, vacation leave) may be included in this total.
  - The actual amount (if any) **paid by any** "contract correctional facility" as the "salaries and wages" of full-time and part-time "correctional officers," but only to the extent the amounts paid are reasonably attributable — using due diligence — to inmates held in custody on behalf of, and under the legal authority of, the applicant government.
- **"Salaries and wages"** may include amounts paid to a "correctional officer" as premium pay for specialized service, as shift-differential pay, and/or as fixed-pay increases for time in service. It also may include additional amounts paid for overtime when such additional amounts are required by law (e.g., by statute or regulation) or by contractual obligation.
  - "Salaries and wages" may not include any payments or costs for employment benefits, including (without limitation) social security, retirement or pension plans, health or medical services, insurance (e.g., medical, dental, vision, disability, and life insurance), and/or report awards.

#### Information Required in the "Correctional Officer' Salary Expenditures Detail (for the Reporting Period)"

Each applicant must attach a file to its application that sets out for each "correctional officer" included in the reported number of "correctional officers" the following:

The **title** of the position held by the person (e.g., "corrections officer," "deputy sheriff," "warden") and the **total** "salaries and wages" paid to the person during the reporting period for that work. (The **name** of the correctional

- officer **should not** be included.)
- For an individual "correctional officer" employed by a "contract correctional facility," the "salaries and wages" listed must be the amount **reasonably attributable — using due diligence** — to inmates held in custody on behalf of, and under the legal authority of, the applicant government.
- This salary "detail" file may be submitted in one of several commonly used file formats (e.g., Adobe PDF, Microsoft Word, or Microsoft Excel). **Note:** The sum of all "salaries and wages" listed in the "detail" file must match the amount entered in the online application as "Actual salary expenditures for correctional officers" during the reporting period.
  - JustGrants does **not** accept **executable** file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."
- To "attach" the file:
  - Click on the "attach" button. A pop-up window will appear.
  - Click on the "Browse" button.
  - Locate the correct file name and double-click on it. The file name will appear in the blank field. Click the "Upload" button.

#### Required Information on "Correctional Facilities"

In section 3 of the online application, the "submitting government official" also must provide, by direct entry into the online application, all of the following information related to "correctional facilities":

- "Maximum bed count" for the reporting period.
- "Total all inmate days" for the reporting period.

In addition, section 3 of the online application requires the "submitting government official" to provide, as a file "attached" to the application, detail on "All inmate days, by reporting day" for the reporting period.

#### Pertinent Definitions: "Correctional Facilities"

- "**Correctional facility**" and "**contract correctional facility**" are defined above.
- "**'Maximum bed count' for the reporting period**": If the applicant government held inmates in custody only in "correctional facilities" operated by the applicant government itself for its own use, the "maximum bed count" for the reporting period is the **maximum capacity** during any single day of the reporting period of all such "correctional facilities" operated by the applicant government. If, however, the applicant government **either** did not operate a "correctional facility" for its own use or operated one or more "correctional facilities" for its own use, but also used other facilities to hold inmates in custody, the "'maximum bed count' for the reporting period" is the sum of:
  - The maximum **capacity** during any single day of the reporting period of all "correctional facilities" operated by the applicant government itself for its own use.
  - The maximum number of inmates, if any, **actually held in custody** on behalf of (under the legal authority of) the applicant government in a "contract correctional facility" during any single day of the reporting period. The maximum number of inmates, if any, actually held in custody by the applicant government during any single day of the reporting period in "temporary" or "overflow" facilities (e.g., gymnasiums).
- "**'Total all inmate days' for the reporting period**" means the cumulative number of days — determined using the nightly "head count" for each of the days in the reporting period — inmates were held in custody in a "correctional facility" by or on behalf of the applicant government (pursuant to its own legal authority) during the "reporting period" **regardless of inmate citizenship, legal status, or the number of days held in custody.**

#### Information Required in the "'All Inmate Days, by Reporting Day' Detail (for the Reporting Period)"

- Each applicant must attach a file to its application that sets out for **each particular day of the reporting period** — using nightly "head counts" — the number of inmates held in custody in a "correctional facility" by or on behalf of the applicant government (pursuant to its own legal authority), **regardless of inmate citizenship, legal status, or the number of days held in custody.**
- This "detail" file may be submitted in one of several commonly used file formats (e.g., Adobe PDF, Microsoft Word, or Microsoft Excel). **Note:** The sum of all daily entries for "all inmate days" listed in this "detail" file must match the number entered in the online application as "'Total all inmate days' for the reporting period."
- JustGrants does **not** accept **executable** file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."
- To "attach" the file:
  - Click on the "Attach" button. A pop-up window will appear.
  - Click on the "Browse" button.
  - Locate the correct file name and double-click on it. The file name will appear in the blank field.
  - Click the "Upload" button.

#### Important Note Regarding "Correctional Officers" and "Correctional Facilities" Data

As indicated earlier, all information submitted as part of an application to the FY 2021 program is subject to appropriate review by OJP. In appropriate circumstances (e.g., indications that an entry related to "correctional officers" or "total all inmate days" may be erroneous), OJP may require additional information related to the accuracy of the information in the application.

Using data provided by the applicant in section 3 of the application (e.g., data on "correctional officers," data on "total all inmate days"), JustGrants calculates each applicant's average daily (salaries) cost per inmate during the "reporting period." As a point of reference and comparison, for the FY 2019 program, the overall average daily (salaries) cost per inmate (i.e., the average of the daily costs for all applicants that received payments) was \$46.73.

#### REMINDER

For each applicant government, there may be only one "submitting government official." That "submitting government official" must complete all sections of the application, and must be the one who submits the application to OJP.

### Application and Submission Information

See the [OJP Grant Application Resource Guide](#) for additional information.

#### Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

**Intergovernmental Review:** This solicitation ("funding opportunity") is subject to [Executive Order 12372](#). An applicant may find the names and addresses of state Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant's state appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process.

An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372 but has not been selected by the state for review."

#### Standard Applicant Information (JustGrants 424 and General Agency Information)

The "Standard Applicant Information" section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add zip codes for areas affected by the project, confirm its Authorized Representative, and verify and confirm the organization's unique entity identifier, legal name, and address.

#### Disclosures and Assurances

The applicant will address the following certifications electronically in JustGrants. The text of each required certification is included below.

#### Required Certification to OJP by the Submitting Government Official: Applicant Government and Submitting Government Official

On behalf of myself and the applicant government, and in support of this application to the FY 2021 program, I certify to OJP, under penalty of perjury, that the information on the applicant government and the submitting government official entered above as part of this online application to the FY 2021 program is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review, and is provided in accordance with the requirements, definitions, and instructions set out in the OJP document entitled "State Criminal Alien Assistance Program: FY 2021 Program Requirements and Application Instructions." I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this and all other certifications in this online application as material representations in any decision to make a SCAAP payment to the applicant government in response to this application.

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant "state" or "unit of local government" to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also understand and acknowledge that payments under OJP programs such as SCAAP, including certifications provided in connections with such payments, are subject to review by DOJ, including by OJP and the DOJ's Office of the Inspector General.

**Required Certification to OJP by the Submitting Government Official: Information on "Eligible Inmates"**

On behalf of myself and the applicant government, and in support of this application to the FY 2021 program, I certify to OJP, under penalty of perjury, that the information on "eligible inmates" entered or uploaded as part of this online application to the FY 2021 program (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the OJP document entitled "State Criminal Alien Assistance Program: FY 2021 Program Requirements and Application Instructions" and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment under the FY 2021 program, and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

**Required Certification to OJP by the Submitting Government Official: Information on "Correctional Officers" and "Facilities"**

On behalf of myself and the applicant government, and in support of this application to the FY 2021 program, I certify to OJP, under penalty of perjury, that the information on "correctional officers" and "correctional facilities" entered or uploaded as part of this online application to the FY 2021 program (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the OJP document entitled "State Criminal Alien Assistance Program: FY 2021 Program Requirements and Application Instructions," and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment under the FY 2021 program, and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

**How to Apply**

A "submitting government official" must submit any application on behalf of the applicant government through Grants.gov and DOJ's JustGrants. OJP urges the "submitting government official" to register promptly, especially if this is the first time the official is using Grants.gov or JustGrants.

Step 1: The applicant will submit the SF-424 in Grants.gov at <https://www.grants.gov/web/grants/register.html>. For assistance with selecting the correct DUNS, please contact [SCAAP@usdoj.gov](mailto:SCAAP@usdoj.gov).

Step 2: The applicant will submit the full application, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://JustGrants.usdoj.gov).

For additional information, see the "How to Apply" section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

**Submission Dates and Time**

The **SF-424** must be submitted in Grants.gov by April 25, 2022, at 8:59 pm eastern time.

The **full application** must be submitted in JustGrants by May 9, 2022 at 8:59 pm eastern time.

OJP urges applicants to submit their Grants.gov and JustGrants submissions prior to the due dates to allow sufficient time to correct errors and resubmit by the submission deadlines if a rejection notification is received. To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline.

Absent highly unusual circumstances, OJP will **not** extend this deadline or permit an applicant government to submit its application after the application deadline. Much as in previous years, promptly after the application deadline, OJP will transmit to the DHS the data on "eligible inmates" from all of the applications submitted to JustGrants. The volume of "eligible inmates" data transmitted to DHS (and the nature and complexity of the DHS review of those data) is such that it is not possible to transmit supplemental or corrected data to DHS.

An applicant that experiences unforeseen SAM.gov, Grants.gov, or JustGrants technical issues beyond its control that prevents application submission by the deadline must demonstrate all efforts in requesting technical support in order to submit an application by the deadline. Technical support is available via phone and email to the applicable SAM.gov, Grants.gov, or JustGrants support centers or service desks in which an applicant received a ticket number for resolution. If an applicant misses a deadline due to unforeseen technical difficulties, the applicant may request a waiver to submit an application after the deadline. *Note: If an applicant does not submit all the required Grants.gov forms by the Grants.gov deadline, the applicant will not be able to proceed to the JustGrants portion of the application process.*

Applicants experiencing technical difficulties with the following systems must contact the associated support desk indicated below to report the technical issue and receive a tracking number:

- Grants.gov — Contact the [Grants.gov Customer Support Hotline](#).
- SAM.gov — Contact the [SAM Help Desk \(Federal Service Desk\)](#).
- JustGrants — Contact the JustGrants Support Desk at [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov) or 833-872-5175.

Applicants requesting a waiver to submit a late application must document their request for technical assistance in an email to the [SCAAP@usdoj.gov](mailto:SCAAP@usdoj.gov) **within 24 hours after the application deadline** to request approval to submit its application after the deadline. If an applicant has technical issues with Grants.gov, the applicant must contact the Grants.gov Customer Support Hotline within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. However, waiver requests will not be reviewed until after the JustGrants deadline to allow time for all waivers to be submitted. Waiver requests to submit after the submission deadline must:

- Describe the technical difficulties experienced.
- Include a timeline of the applicant's submission efforts (e.g., what date and time did the error occur, what date and time was action taken to resolve the issue and resubmit, and what date and time did support representatives respond).
- Include an attachment(s) of the complete grant application and all required documentation and material.
- Include the applicant's DUNS number (or Unique Entity Identifier if applying after April 4, 2022), any applicable SAM.gov tracking number(s), and Grants.gov Help Desk and JustGrants Support Desk ticket numbers.

OJP will review each request for late submission and required supporting documentation and notify the applicant whether the request has been approved or denied. For more details on the waiver process, OJP encourages applicants to review the "Experiencing Unforeseen Technical Issues" section in the [OJP Grant Application Resource Guide](#).

## Application Review Information

### Review Process

#### OJP Review of Applications; Corrections to Data (Other than "Eligible Inmate" Data)

All information submitted as part of an application is subject to appropriate review by OJP. If a properly submitted application appears to contain errors that may be corrected by the applicant (such as inaccurate data on correctional officers or correctional facilities), OJP typically will notify the applicant via an email message to the "submitting government official" and the applicant's chief executive using the email addresses provided in the application. In such a notification, OJP may provide an applicant with an opportunity to correct the application by a particular date. In any such case, to be considered for a SCAAP payment, the applicant must make the appropriate corrections by that date.

Due to the nature and complexity of the data review by DHS, however, **no** corrections may be made to data submitted on "eligible inmates" (or "inmate records") after the application deadline has passed.

## Federal Award Administration Information

### Federal Award Notices

#### Notification and Acceptance of Payment

Once the amount of any payment under the FY 2021 program has been determined, OJP will send email notifications to applicants via the SCAAP Help Desk. The notifications will provide information concerning the amount available to the applicant government, and will provide detailed instructions for online acceptance (in JustGrants) and drawdown of funds.

An applicant government is to complete the online acceptance process within 60 calendar days after receipt of the email notice from OJP. Formal acceptance in JustGrants is required before any electronic transfer of funds to the applicant

government.

### Federal Awarding Agency Contact(s)

For assistance with the online application to the FY 2021 program or other aspects of the FY 2021 program, contact the SCAAP Help Desk by phone at 1–202–353–4411, or by email to [SCAAP@usdoj.gov](mailto:SCAAP@usdoj.gov). The SCAAP Help Desk operates Monday through Friday during normal business hours (eastern time). It is closed on federal holidays. For technical assistance with submitting the SF-424 in Grants.gov, contact the Grants.gov Customer Support Hotline at 800–518–4726, 606–545–5035, at the Grants.gov customer support web page, or email at [support@grants.gov](mailto:support@grants.gov). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the full application in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov), 833–872–5175. The JustGrants Service Desk operates 5 a.m. to 9 p.m. EST Monday through Friday and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

### Application Checklist

#### Appendix A: SCAAP Data Elements for “Inmate Records” — FY 2021 Program

Please go to <https://bja.ojp.gov/funding/fy-2021-SCAAP-appendix-a.pdf> for Appendix A.

#### Appendix B: (DHS) ICE Country Codes — For Use in “Inmate Records”

Country Name	ICE Code	Country Name	ICE Code	Country Name	ICE Code
Afghanistan	AFGHA	Chad	CHAD	Ghana	GHANA
Albania	ALBAN	Chile	CHILE	Gibraltar	GIBRA
Algeria	ALGER	China, Peoples Republic	CHINA	Greece	GREEC
Andorra	ANDOR	Christmas Island	CHRIS	Greenland	GREEN
Angola	ANGOL	Cocos Islands	COCOS	Grenada	GRENA
Anguilla	ANGUI	Colombia	COLOM	Guadeloupe	GUADE
Antigua-Barbuda	ANTIG	Comoros	COMOR	Guatemala	GUATE
Argentina	ARGEN	Congo, Democratic Republic	DECON	Guinea	UINEA
Armenia	ARMEN	Congo, Republic	CONGO	Guinea Bissau	BISSA
Aruba	ARUBA	Cook Islands	COOK	Guyana	GUYAN
Australia	RALIA	Costa Rica	COSTA	Haiti	HAITI
Austria	STRIA	Cote d'Ivoire	IVORY	Holy See	VATIC
Azerbaijan	AZERB	Croatia	CROAT	Honduras	HONDU
Bahamas, The	BAHAM	Cuba	CUBA	Hong Kong	HONGK
Bahrain	BAHRA	Cyprus	CYPRU	Hungary	HUNGA
Bangladesh	BANGL	Czech Republic	CZREP	Iceland	ICELA
Barbados	BARBA	Czechoslovakia, former	CZECH	India	INDIA
Belarus	BELAR	Denmark	DENMA	Indonesia	INDON
Belgium	BELGI	Djibouti	DJIBO	Iran	IRAN
Belize	BELIZ	Dominica	INICA	Iraq	IRAQ
Benin	BENIN	Dominican Republic	DR	Ireland	IRELA
Bermuda	BERMU	Ecuador	ECUAD	Israel	ISRAE
Bhutan	BHUTA	Egypt	EGYPT	Italy	ITALY
Bolivia	BOLIV	El Salvador	ELSAL	Jamaica	JAMAI
Bosnia-Herzegovina	BOSNI	Equatorial Guinea	EQUAT	Japan	JAPAN

Botswana	BOTSW	Eritrea	ERITR	Jordan	JORDA
Brazil	BRAZI	Estonia	ESTON	Kazakhstan	KAZAK
British Virgin Islands	BVI	Ethiopia	ETHIO	Kenya	KENYA
Brunei	BRUNE	Falkland Islands	FALKL	Kiribati	KIRIB
Bulgaria	BULGA	Fiji	FIJI	Korea	KOREA
Burkina Faso	BURKI	Finland	FINLA	Kuwait	KUWAI
Burma	BURMA	France	FRANC	Kyrgyzstan	KYRGY
Burundi	BURUN	French Guiana	FRGUI	Laos	LAOS
Cambodia	CAMBO	French Polynesia	POLYN	Latvia	LATVI
Cameroon	CAMER	French Southern and Antarctic Lands	ANTAR	Lebanon	LEBAN
Canada	CANAD	Gabon	GABON	Lesotho	LESOT
Cape Verde	CAPEV	Gambia	GAMBI	Liberia	LIBER
Cayman Islands	CAYMA	Georgia	GEORG	Libya	LIBYA
Central African Republic	CAFRI	Germany	GERMA	Liechtenstein	LIECH
Lithuania	LITHU	Palestine	PALES	Sweden	SWEDE
Luxembourg	LUXEM	Panama	PANAM	Switzerland	SWITZ
Macau	MACAU	Papua New Guinea	PAPUA	Syria	SYRIA
Macedonia	MACED	Paraguay	PARAG	Taiwan	TAIWA
Madagascar	MADAG	Peru	PERU	Tajikistan	TAJIK
Malawi	MALAW	Philippines	PHILI	Tanzania	TANZA
Malaysia	MALAY	Pitcairn Island	PITCA	Thailand	THAIL
Maldives	MALDI	Poland	POLAN	Togo	TOGO
Mali	MALI	Portugal	PORTU	Tonga	TONGA
Malta	MALTA	Qatar	QATAR	Trinidad and Tobago	TRINI
Marshall Islands	MARSH	Reunion	REUNI	Tunisia	TUNIS
Martinique	MARTI	Romania	ROMAN	Turkey	TURKE
Mauritania	MAUTA	Russia	RUSSI	Turkmenistan	TURKM
Mauritius	MAUTI	Rwanda	RWAND	Turks and Caicos Islands	TURKS
Mexico	MEXIC	Samoa	SAMOA	Tuvalu	TUVAL
Micronesia, Federated States	FSM	San Marino	SANMA	Uganda	UGAND
Moldova	MOLDO	Sao Tome and Principe	SAOTO	Ukraine	UKRAI
Monaco	MONAC	Saudi Arabia*	SAUDI	United Arab Emirates	UAE
Mongolia	MONGO	Senegal	SENEG	United Kingdom	UK
Montserrat	MONTS	Seychelles	SEYCH	Uruguay	URUGU
Morocco	MOROC	Sierra Leone	SIERR	Uzbekistan	UZBEK
Mozambique	MOZAM	Singapore	SINGA	Vanuatu	VANUA
Namibia	NAMIB	Slovak Republic	SLOVA	Venezuela	VENEZ
Nauru	NAURU	Slovenia	SLOVE	Vietnam	VIETN
Nepal	NEPAL	Solomon Islands	SOLOM	Wallis and Futuna Islands	WALLI
Netherlands	NETHE	Somalia	SOMAL	West Indies	WINDI
Netherlands Antilles	ANTIL	South Africa	SAFRI	Western Sahara	WSAHA

New Caledonia	NEWCA	South Korea	SKORE	Western Samoa	WSAMO
New Zealand	NEWZE	Soviet Union, former	USSR	Yemen	YEMEN
Nicaragua	NICAR	Spain	SPAIN	Yugoslavia, former	YUGOS
Niger	NIGE	Sri Lanka	SRILA	Zambia	ZAMBI
Nigeria	NIGIA	St. Helena	STHEL	Zimbabwe	ZIMBA
Niue	NIUE	St. Kitts-Nevis	STKIT		
North Korea	NKORE	St. Lucia	STLUC	Born on ship/plane	SHIP
Northern Ireland	NIREL	St. Pierre and Miquelon	STPIE	Stateless	STATE
Norway	NORWA	St. Vincent and the Grenadines	STVIN	Unknown	UNKNO
Oman	OMAN	Sudan	SUDAN	* ARABI also may be used as the code for Saudi Arabia	
Pakistan	PAKIS	Suriname	SURIN		
Palau	PALAU	Swaziland	SWAZI		

#### Appendix C: Instructions for Upload of ASCII Fixed-field File of "Inmate Records"

##### Upload of an ASCII Fixed-field File of All "Inmate Records"

This method for submitting "inmate records" on "eligible inmates" allows an applicant to submit its entire set of inmate records as a **single ASCII-formatted file** uploaded directly into JustGrants. Appendix A specifies the required fields and format.

Each "inmate record" in the uploaded ASCII file is to contain **all** mandatory data fields in the specified format. Through a file upload "status report" (which will refer to each "inmate record" as a "line"), JustGrants will flag "inmate records" within the ASCII file that do not contain the required information, are not exactly **165 or 166** characters long, or do not follow (or appear not to follow) the specified data format.

"Inmate records" that are incomplete or are not in the specified format as of the date and time of the application deadline **will not** be considered as part of OJP's payment calculation process. If an ASCII inmate-record file has been uploaded, but the applicant government has **not** yet submitted its application to OJP's JustGrants, the applicant has the option to correct, add to, or otherwise modify the ASCII inmate-record file and upload that file as a **replacement** for the entire file previously uploaded. (See below.)

To help ensure that the maximum number of "inmate records" is taken into account in the calculation of the amount of any payment, the applicant should be **meticulous** in preparing the ASCII fixed-field file. If JustGrants nevertheless identifies errors in the file — and the application deadline has not yet passed — the applicant should correct those errors as soon as possible, **before** it "submits" the application to JustGrants.

#### ALERTS

- An ASCII "inmate-record" file may **not** be corrected, added to, or modified **in any way** once the application deadline has passed.
- If an applicant uploads an ASCII fixed-field file of "inmate records," any subsequent upload of a new or modified file **will overwrite (and delete)** the previously uploaded file **in its entirety**. Similarly, the addition of any inmate records via direct data entry will overwrite (and delete) the previously uploaded ASCII fixed-field file in its entirety.
- Upload of a large ASCII fixed-field file of "inmate records" may take a considerable amount of time.
  - Generally, there is a brief start-up delay when the upload is being initiated.
  - A file that contains 50,000 "inmate records" may take 15 minutes or longer to upload, even after the file upload actually has begun.
  - If the applicant's internet browser "times out" or is disconnected during the file upload process, errors may result. It is important to review the file upload "status report" (see below) to determine whether the expected number of "inmate records" in fact was uploaded.

### The Upload Process – In General

To submit “inmate records” for “eligible inmates” by uploading a single ASCII fixed-field file that includes all such inmate records, follow these steps:

Step 1: In section 2 of the online application, click on the “Upload Inmate File” button.

Step 2: Click on the “Upload” box to attach the file. A pop-up window will appear.

Step 3: Click on the “Browse” button in the pop-up window.

Step 4: Locate the correct file name and double click on it. The file name will appear in the blank field.

Step 5: Click the “Upload” button. A message should appear in the pop-up window that indicates the status of the file upload. Click the “X” in the upper right corner of the pop-up box to close it. The ASCII fixed-field file name should now appear next to the upload button on the main page.

Step 6: Click the “Validate” button. Any errors present in the inmate file will be displayed. Correct any errors listed and reupload the entire inmate file once the update is completed.

Step 7: Click the “Continue” button to proceed to the next section of the application.

The file upload “status report” will indicate the total number of “inmate records” uploaded and the number of those records that are “complete.” In addition, the report will provide a detailed list of any inmate records (by “line” number) that are incomplete and/or are not in the specific data format. It also will indicate the data fields in which the error(s) appear.

### Appendix D: SCAAP Payment Calculations — General Overview

#### A General Overview of the Method OJP Uses to Calculate Payments under SCAAP

1. DHS reviews “inmate records.” All “complete” inmate records submitted in applications from “eligible applicants” are forwarded by OJP to DHS promptly after the application deadline.
2. DHS conducts a detailed review that focuses on determining whether each individual identified in an “inmate record” in fact was “undocumented” — or was instead a U.S. citizen (or national) or otherwise lawfully present in the United States — at the time of the incarceration identified in the inmate record.
3. DHS provides the results of its review to OJP.
4. OJP reviews the data provided by applicants, including data on “correctional officers,” “actual salary expenditures for correctional officers,” and “total all inmate days.” As appropriate and feasible, OJP requires additional — or corrected — information from applicants.
5. For each applicant government with one or more “inmate records” determined to be eligible for payment, JustGrants calculates the average daily (salaries) cost per inmate for the applicable “reporting period.” In general, this is done by dividing “actual salary expenditures for correctional officers” (for the reporting period) by “total all inmate days” (for the reporting period).
6. Using the results of the DHS review, the OJP review, and each applicant’s average daily (salaries) cost per inmate, JustGrants calculates an amount — referred to as the applicant’s total “eligible inmate costs” — that reflects the applicant’s total (salaries) costs of incarcerating “undocumented criminal aliens” during the applicable “reporting period.”
7. Funds available from appropriations to OJP for SCAAP for the particular application cycle are paid to applicant governments on a proportionate (percentage) basis, using each applicant’s total “eligible inmate costs.”

For the FY 2019 program, payments made to applicant governments represented approximately 26 percent of each applicant’s total “eligible inmate costs.”

### Appendix E: Law Enforcement Support Center (LESC) Immigration Alien Query (IAQ) Overview

State and local law enforcement agencies may provide specific notice to DHS of the “undocumented criminal alien’s” name, the release date, and the individual’s home and work addresses through the Law Enforcement Support Center (LESC). The LESAC Immigration Alien Query (IAQ) field is an **optional field** for each inmate record to assist in establishing the eligibility of inmates for SCAAP reimbursement.

LESC is ICE’s single national point of contact that provides timely immigration status information; identity information; and

real-time assistance to local, state, and federal law enforcement agencies on aliens suspected, arrested, or convicted of criminal activity. LESC, located in Williston, Vermont, operates 24 hours a day, 7 days a week, 365 days a year.

PGM: GMCOMMV2	DATE 03-15-2022	PAGE: 1 88	TOTAL
NAME	AMOUNT	CHECK NO.	
JURY FUND			
ALISA RAUMAKER, CSR	204.76	493006	
DAWN DONUTS	55.50	493218	
CHAPMAN VENDING	106.60	493258	
			366.86**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	7,010.01	493002	
M&D SUPPLY	119.08	493047	
MUNRO'S	30.35	493052	
S.E. TEXAS BUILDING SERVICE	325.00	493070	
SOUTHEAST TEXAS WATER	41.00	493071	
SOUTHERN TIRE MART, LLC	1,056.80	493099	
TRAILER HITCH DEPOT	100.00	493105	
HLAVINKA EQUIPMENT COMPANY	10.50	493159	
ADVANCE AUTO PARTS	105.60	493191	
REPUBLIC SERVICES	76.00	493217	
FUNCTION 4 LLC	31.00	493225	
GULF COAST	1,832.40	493246	
			10,737.74**
ROAD & BRIDGE PCT.#2			
BETA TECHNOLOGY	240.00	493012	
CITY OF NEDERLAND	39.28	493018	
ENTERGY	588.07	493034	
AT&T	102.63	493079	
BUMPER TO BUMPER	395.94	493142	
REPUBLIC SERVICES	152.50	493217	
FUNCTION 4 LLC	31.00	493225	
GULF COAST	708.29	493246	
			2,257.71**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	9.40	493026	
GULF COAST AUTOMOTIVE, INC.	23.15	493033	
ENTERGY	356.54	493034	
MOTION INDUSTRIES, INC.	221.92	493051	
MUNRO'S	163.82	493052	
S.E. TEXAS BUILDING SERVICE	65.00	493070	
TRI-CITY FASTENER & SUPPLY	77.90	493090	
W. JEFFERSON COUNTY M.W.D.	27.67	493092	
SOUTHERN TIRE MART, LLC	451.70	493099	
LOWE'S HOME CENTERS, INC.	97.74	493132	
TEXAS GAS SERVICE	368.05	493137	
WINDSTREAM	48.13	493152	
REPUBLIC SERVICES	76.00	493217	
FUNCTION 4 LLC	62.00	493225	
			2,049.02**
ROAD & BRIDGE PCT.#4			
BELL FENCE MFG. CO.	.00	493011	
ENTERGY	17.65	493034	
T. JOHNSON INDUSTRIES, INC.	265.00	493045	
M&D SUPPLY	145.59	493047	
MUNRO'S	97.72	493052	
SOUTHEAST TEXAS WATER	81.30	493074	
W. JEFFERSON COUNTY M.W.D.	98.32	493092	
UNDERGROUND INC.	1,400.48	493139	
ASCO	487.08	493192	
SCHEAFFER MFG CO	1,140.95	493195	
REPUBLIC SERVICES	267.00	493217	
FUNCTION 4 LLC	52.00	493225	
O'REILLY AUTO PARTS	109.95	493235	
			4,163.04**
ENGINEERING FUND			
OFFICE DEPOT	61.99	493055	
VERIZON WIRELESS	113.97	493120	
UNITED STATES POSTAL SERVICE	2.29	493124	
JEFFERSON COUNTY CREDIT CARDS	1,258.80	493176	
FUNCTION 4 LLC	62.00	493225	
			1,375.07**
PARKS & RECREATION			

PGM: GMCOMMV2	DATE 03-15-2022	PAGE: 2
NAME	AMOUNT	CHECK NO.
		TOTAL
BELL FENCE MFG. CO.	413.90	493011
CITY OF PORT ARTHUR - WATER DEPT.	47.82	493017
TRI-CITY FASTENER & SUPPLY	148.68	493090
W. JEFFERSON COUNTY M.W.D.	55.34	493092
ALL TERRAIN EQUIPMENT CO	39.90	493227
GENERAL FUND		705.64**
JEFFERSON CTY. CLERK	1,956.34	493001
TAX OFFICE		1,956.34*
OFFICE DEPOT	1,813.04	493055
PITNEY BOWES, INC.	1,144.50	493056
ACE IMAGEWEAR	39.42	493066
SOUTHEAST TEXAS WATER	295.00	493072
AT&T	114.63	493079
UNITED STATES POSTAL SERVICE	854.93	493124
UNITED STATES POSTAL SERVICE	1,340.00	493125
TEXAS DEPARTMENT OF MOTOR VEHICLES	1,143.29	493206
FUNCTION 4 LLC	155.00	493225
COUNTY HUMAN RESOURCES		6,899.81*
UNITED STATES POSTAL SERVICE	1.06	493124
FUNCTION 4 LLC	31.00	493225
AUDITOR'S OFFICE		32.06*
FED EX	36.77	493028
OFFICE DEPOT	163.45	493055
FRAN M. LEE	70.00	493095
UNITED STATES POSTAL SERVICE	14.68	493124
FUNCTION 4 LLC	31.00	493225
COUNTY CLERK		315.90*
OFFICE DEPOT	2,690.58	493055
CDW COMPUTER CENTERS, INC.	366.00	493103
UNITED STATES POSTAL SERVICE	348.12	493124
FUNCTION 4 LLC	433.00	493225
COUNTY JUDGE		3,837.70*
WELLS PEYTON & PARTAIN, LLP	500.00	493003
FED EX	325.21	493027
OFFICE DEPOT	166.02	493055
UNITED STATES POSTAL SERVICE	3.23	493124
ROCKY LAWDERMILK	1,000.00	493133
THE YOE'S LAW FIRM, LLP	500.00	493147
HUBERT OXFORD IV	500.00	493164
FRED JACKSON	132.21	493165
MOORE LANDREY LLP	1,000.00	493177
DUNHAM HALLMARK PLLC	500.00	493180
JOSHUA C HEINZ	500.00	493187
SNIDER LAW FIRM PLLC	500.00	493198
FUNCTION 4 LLC	31.00	493225
RISK MANAGEMENT		5,657.67*
UNITED STATES POSTAL SERVICE	18.77	493124
JEFFERSON COUNTY CREDIT CARDS	839.61	493176
FUNCTION 4 LLC	31.00	493225
COUNTY TREASURER		889.38*
UNITED STATES POSTAL SERVICE	82.86	493124
FUNCTION 4 LLC	62.00	493225
PRINTING DEPARTMENT		144.86*

PGM: GMCOMMV2	DATE 03-15-2022	PAGE: 3 90
NAME	AMOUNT	CHECK NO. TOTAL
FUNCTION 4 LLC	350.00	493225 350.00*
PURCHASING DEPARTMENT		
BEAUMONT ENTERPRISE	1,269.44	493024
PORT ARTHUR NEWS, INC.	26.32	493057
UNITED STATES POSTAL SERVICE	5.67	493124
FUNCTION 4 LLC	31.00	493225 1,332.43*
GENERAL SERVICES		
B&L MAIL PRESORT SERVICE	1,996.22	493008
COUNTY JUDGES & COMM. ASSN. OF TX	3,120.00	493020
JEFFERSON CTY. APPRAISAL DISTRICT	238,390.53	493042
TIME WARNER COMMUNICATIONS	2,442.76	493080
TIME WARNER COMMUNICATIONS	646.59	493081
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	493087
TEXAS WORKFORCE COMMISSION	12,588.66	493088
INTERFACE EAP	1,323.00	493098
ADVANCED STAFFING	58.50	493100
VERIZON WIRELESS	265.93	493119
SAM'S CLUB DIRECT	198.78	493188
K2 TOWERS III, LLC	2,435.00	493262 266,165.97*
DATA PROCESSING		
OFFICE DEPOT	55.66	493055
CDW COMPUTER CENTERS, INC.	296.80	493103
JEFFERSON COUNTY CREDIT CARDS	2,827.51	493176
FUNCTION 4 LLC	31.00	493225
SKYHELM LLC	74,206.00	493233
TREVOR WILLIAMS	279.44	493257
STEEPMEADOW SOLUTIONS, LLC	2,500.00	493265 80,196.41*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	407.86	493124
SHI GOVERNMENT SOLUTIONS, INC.	2,286.27	493129
FUNCTION 4 LLC	31.00	493225 2,725.13*
ELECTIONS DEPARTMENT		
DELL MARKETING L.P.	201.28	493021
OFFICE DEPOT	91.54	493055
PV RENTALS LLC	1,986.94	493220
FUNCTION 4 LLC	31.00	493225 2,310.76*
DISTRICT ATTORNEY		
CASH ADVANCE ACCOUNT	876.08	493043
PATRICK KNAUTH	100.00	493046
NELL MCCALLUM & ASSOC., INC.	1,678.37	493048
OFFICE DEPOT	486.04	493055
TRIANGLE BLUE PRINT CO., INC.	130.90	493089
UNITED STATES POSTAL SERVICE	281.51	493124
PATRIOT GROUP	1,092.00	493155
TRANSUNION RISK AND ALTERNATIVE	161.00	493203
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	493204
FUNCTION 4 LLC	155.00	493225
CRAIG DOMMERT	45.85	493228
STENO AGENCY, INC	432.15	493268 5,509.90*
DISTRICT CLERK		
UNITED STATES POSTAL SERVICE	320.84	493124
SHI GOVERNMENT SOLUTIONS, INC.	290.60	493129
FUNCTION 4 LLC	31.00	493225
CHAPMAN VENDING	632.73	493258 1,275.17*
CRIMINAL DISTRICT COURT		
OFFICE DEPOT	249.82	493055
KEVIN S. LAINE	4,375.00	493101

PGM: GMCOMMV2	DATE 03-15-2022	PAGE: 4
NAME	AMOUNT	CHECK NO. TOTAL
FUNCTION 4 LLC	62.00	493225
58TH DISTRICT COURT		4,686.82*
SOUTHEAST TEXAS WATER	34.95	493075
UNITED STATES POSTAL SERVICE	.53	493124
FUNCTION 4 LLC	31.00	493225
60TH DISTRICT COURT		66.48*
FUNCTION 4 LLC	31.00	493225
136TH DISTRICT COURT		31.00*
UNITED STATES POSTAL SERVICE	3.23	493124
LEXIS-NEXIS	80.00	493126
FUNCTION 4 LLC	31.00	493225
172ND DISTRICT COURT		114.23*
LEXIS-NEXIS	80.00	493126
FUNCTION 4 LLC	31.00	493225
252ND DISTRICT COURT		111.00*
MIKE VAN ZANDT	8,750.00	493091
KEVIN S. LAINE	4,375.00	493101
CHARLES ROJAS	8,750.00	493104
UNITED STATES POSTAL SERVICE	7.33	493124
SHI GOVERNMENT SOLUTIONS, INC.	120.33	493129
ALLEN PARKER	8,750.00	493171
JEFFERSON COUNTY CREDIT CARDS	288.72	493176
BRITTANIE HOLMES	8,750.00	493189
FUNCTION 4 LLC	62.00	493225
279TH DISTRICT COURT		39,853.38*
LAIRON DOWDEN, JR.	325.00	493022
MARVA PROVO	1,500.00	493058
ANITA F. PROVO	660.00	493059
NATHAN REYNOLDS, JR.	330.00	493060
KEVIN PAULA SEKALY PC	325.00	493065
SOUTHEAST TEXAS WATER	33.95	493077
CHARLES ROJAS	330.00	493104
UNITED STATES POSTAL SERVICE	7.95	493124
FUNCTION 4 LLC	31.00	493225
ALICIA K HALL PLLC	99.00	493252
SHELANDER LAW OFFICE	165.00	493259
317TH DISTRICT COURT		3,806.90*
PHILLIP DOWDEN	500.00	493007
UNITED STATES POSTAL SERVICE	.53	493124
WILLIAM FORD DISHMAN	400.00	493196
FUNCTION 4 LLC	31.00	493225
JUSTICE COURT-PCT 1 PL 1		931.53*
UNITED STATES POSTAL SERVICE	45.10	493124
FUNCTION 4 LLC	31.00	493225
JUSTICE COURT-PCT 1 PL 2		76.10*
CASH ADVANCE ACCOUNT	615.18	493043
MCNEILL INSURANCE AGENCY	71.00	493049
UNITED STATES POSTAL SERVICE	18.70	493124
FUNCTION 4 LLC	31.00	493225
JUSTICE COURT-PCT 4		735.88*
FUNCTION 4 LLC	31.00	493225
JUSTICE COURT-PCT 6		31.00*

PGM: GMCOMMV2	DATE 03-15-2022	PAGE: 5 92
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	27.94	493124
FUNCTION 4 LLC	31.00	493225
DIRECTV, LLC	75.47	493264
		134.41*
JUSTICE OF PEACE PCT. 8		
FUNCTION 4 LLC	31.00	493225
		31.00*
COUNTY COURT AT LAW NO.1		
TAMARA DEROUEN	126.60	493096
JUDGE MASON MARTIN	716.50	493097
UNITED STATES POSTAL SERVICE	3.69	493124
LEXIS-NEXIS	83.00	493126
FUNCTION 4 LLC	31.00	493225
		960.79*
COUNTY COURT AT LAW NO. 2		
THOMAS J. BURBANK PC	300.00	493015
OFFICE DEPOT	246.99	493055
UNITED STATES POSTAL SERVICE	22.59	493124
LANGSTON ADAMS	650.00	493135
JOEL WEBB VAZQUEZ	650.00	493141
LAURIE PEROZZO	500.00	493169
WILLIAM MARCUS WILKERSON	500.00	493190
FUNCTION 4 LLC	31.00	493225
		2,900.58*
COUNTY COURT AT LAW NO. 3		
DONALD BOUDREAUX	250.00	493014
THOMAS J. BURBANK PC	300.00	493015
NATHAN REYNOLDS, JR.	250.00	493060
JOHN D WEST	250.00	493109
UNITED STATES POSTAL SERVICE	15.35	493124
SIERRA SPRING WATER CO. - BT	64.84	493127
JOEL WEBB VAZQUEZ	650.00	493141
FUNCTION 4 LLC	31.00	493225
		1,811.19*
COURT MASTER		
UNITED STATES POSTAL SERVICE	1.59	493124
FUNCTION 4 LLC	31.00	493225
RICHARD D HUGHES ATTORNEY AT LAW	1,100.00	493254
		1,132.59*
MEDIATION CENTER		
UNITED STATES POSTAL SERVICE	3.69	493124
FUNCTION 4 LLC	31.00	493225
		34.69*
COMMUNITY SUPERVISION		
FUNCTION 4 LLC	124.00	493225
		124.00*
SHERIFF'S DEPARTMENT		
EQUINE MEDICINE & SURGERY	70.00	493025
FED EX	61.29	493029
GT DISTRIBUTORS, INC.	598.07	493030
ENTERGY	911.65	493034
MOORMAN & ASSOCIATES, INC.	2,380.00	493050
OFFICE DEPOT	1,913.91	493055
SHERIFF'S ASSOCIATION OF TEXAS	25.00	493067
AT&T	172.48	493079
SALAM INTERNATIONAL	636.00	493107
UNITED STATES POSTAL SERVICE	1,063.92	493124
SHI GOVERNMENT SOLUTIONS, INC.	2,034.20	493129
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	493130
JEFFERSON COUNTY CREDIT CARDS	1,145.94	493176
RITA HURT	2,475.00	493184
SILSBEE FORD INC	5,088.05	493197
TRANSUNION RISK AND ALTERNATIVE	575.00	493203
GALLS LLC	424.50	493205
REPUBLIC SERVICES	76.00	493217

PGM: GMCOMMV2	DATE 03-15-2022	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
FUNCTION 4 LLC	310.00	493225
CRIME LABORATORY		19,995.96*
AGILENT TECHNOLOGIES	810.40	493004
IACT	400.00	493040
OFFICE DEPOT	102.45	493055
HENRY SCHEIN, INC.	293.25	493064
SOUTHEAST TEXAS WATER	79.90	493073
CAYMAN CHEMICAL COMPANY	214.00	493172
FUNCTION 4 LLC	31.00	493225
METTLER-TOLEDO RAININ LLC	725.00	493230
LEEDS PRECISION INSTRUMENTS, INC.	2,895.00	493240
		5,551.00*
JAIL - NO. 2		
MARK'S PLUMBING PARTS	1,248.94	493000
BOB BARKER CO., INC.	69.70	493009
BELL FENCE MFG. CO.	187.74	493011
CITY OF BEAUMONT - WATER DEPT.	16.00	493016
COASTAL WELDING SUPPLY	138.67	493019
ECOLAB	576.74	493023
ENTERGY	35,602.04	493034
JACK BROOKS REGIONAL AIRPORT	2,272.77	493041
CASH ADVANCE ACCOUNT	283.12	493043
JOHNSON CONTROLS, INC.	706.00	493044
M&D SUPPLY	232.43	493047
OFFICE DEPOT	1,655.92	493055
SHERWIN-WILLIAMS	552.97	493068
AT&T	30.33	493079
WHOLESALE ELECTRIC SUPPLY CO.	117.48	493093
WORTH HYDROCHEM	390.00	493094
CDW COMPUTER CENTERS, INC.	564.08	493103
LOWE'S HOME CENTERS, INC.	195.63	493132
INTERCONTINENTAL JET CORP	3,966.90	493143
PORTER-STRAIT INSTRUMENT CO., INC.	100.00	493146
BELT SOURCE	395.52	493151
MARK ELLIS	255.18	493153
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	2,965.23	493166
WORLD FUEL SERVICES	5,828.82	493170
MATERA PAPER COMPANY INC	1,353.70	493193
GALLS LLC	1,058.85	493205
REPUBLIC SERVICES	12,081.68	493217
FUNCTION 4 LLC	217.00	493225
TND WORKWEAR CO LLC	138.00	493226
LASALLE CORRECTIONS VI LLC	38,280.00	493237
THOM DUNCAN AVIONICS LLC	2,740.00	493242
TRINITY SERVICES GROUP INC	24,366.55	493245
METROPOLITAN INDUSTRIES, INC	2,712.42	493261
		141,300.41*
JUVENILE PROBATION DEPT.		
EDWARD B. GRIPON, M.D., P.A.	900.00	493032
UNITED STATES POSTAL SERVICE	2.77	493124
SHANNA CITIZEN	28.67	493134
SUMMER KENNERSON	67.28	493221
FUNCTION 4 LLC	93.00	493225
SHERONDA LEE	80.73	493231
JAMIE GROGAN	254.48	493250
		1,426.93*
JUVENILE DETENTION HOME		
ENTERGY	3,564.97	493034
SOUTHWEST BUILDING SYSTEMS	670.40	493078
AT&T	704.58	493079
BEN E KEITH FOODS	2,916.37	493140
VANSCHIECA SANDERS-CHEVIS	400.00	493156
REPUBLIC SERVICES	952.00	493217
FUNCTION 4 LLC	31.00	493225
ADVANTAGE INTERESTS INC	166.00	493229
		9,405.32*
CONSTABLE PCT 1		

PGM: GMCOMMV2	DATE 03-15-2022		PAGE: 7 94
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	49.91	493124	
JEFFERSON COUNTY CREDIT CARDS	423.54	493176	
FUNCTION 4 LLC	31.00	493225	504.45*
CONSTABLE-PCT 4			
DISH NETWORK	77.69	493158	
FUNCTION 4 LLC	31.00	493225	108.69*
CONSTABLE-PCT 6			
OFFICE DEPOT	10.34	493055	
UNITED STATES POSTAL SERVICE	38.08	493124	
FUNCTION 4 LLC	31.00	493225	79.42*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	31.00	493225	31.00*
AGRICULTURE EXTENSION SVC			
FUNCTION 4 LLC	31.00	493225	
TYLER FITZGERALD	235.76	493239	
CORENA N FITZGERALD	83.37	493243	
HALLEE M SEWELL	36.27	493263	386.40*
HEALTH AND WELFARE NO. 1			
OFFICE DEPOT	112.18	493055	
CLAYBAR HAVEN OF REST	2,080.00	493121	
UNITED STATES POSTAL SERVICE	88.58	493124	
PROCTOR'S MORTUARY INC	3,250.00	493173	
FUNCTION 4 LLC	62.00	493225	
EZEA D EDE MD	2,932.58	493253	8,525.34*
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC.	1,500.00	493031	
ENTERGY	140.00	493037	
HANNAH FUNERAL HOME, INC.	1,500.00	493038	
OFFICE DEPOT	81.39	493055	
TIME WARNER COMMUNICATIONS	166.51	493084	
CLAYBAR HAVEN OF REST	1,040.00	493122	
FUNCTION 4 LLC	62.00	493225	
EZEA D EDE MD	2,932.58	493253	7,422.48*
NURSE PRACTITIONER			
FUNCTION 4 LLC	31.00	493225	31.00*
CHILD WELFARE UNIT			
PUBLICDATA.COM.AI	500.00	493128	
BEAUMONT OCCUPATIONAL SERVICE, INC.	214.50	493130	
J.C. PENNEY'S	1,266.78	493131	
ROSS DRESS FOR LESS, INC.	4,560.53	493154	6,541.81*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	55.91	493055	
CDW COMPUTER CENTERS, INC.	468.30	493103	
FUNCTION 4 LLC	31.00	493225	555.21*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	26,555.60	493194	
TDS OPERATING INC	141.12	493234	26,696.72*
MAINTENANCE-BEAUMONT			
BINSWANGER GLASS CO.	770.00	493013	
HYDRO-CLEAN SERVICES, INC.	477.50	493039	
M&D SUPPLY	225.30	493047	

PGM: GMCOMMV2	DATE 03-15-2022	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
SANITARY SUPPLY, INC.	1,488.18	493063
ACE IMAGEWEAR	208.40	493066
S.E. TEXAS BUILDING SERVICE	25,381.80	493070
AT&T	1,140.05	493079
WORTH HYDROCHEM	290.00	493094
COASTAL SPRINKLER COMPANY	330.17	493102
CENTERPOINT ENERGY RESOURCES CORP	9,462.95	493144
ATTABOY TERMITE & PEST CONTROL	176.05	493168
LANDSCAPER'S WHOLESALE MARKET	177.20	493179
REPUBLIC SERVICES	2,856.00	493217
FUNCTION 4 LLC	31.00	493225
REXEL USA INC	426.72	493232
TRIANGLE ART & FRAME	39.00	493260
		43,480.32*
MAINTENANCE-PORT ARTHUR		
S.E. TEXAS BUILDING SERVICE	8,774.98	493070
LARRY'S REFRIGERATION	177.50	493108
PARKER LUMBER	301.84	493174
NORTHERN TOOL AND EQUIPMENT	203.97	493181
FUNCTION 4 LLC	93.00	493225
		9,551.29*
MAINTENANCE-MID COUNTY		
CITY OF NEDERLAND	21.40	493018
ENTERGY	2,844.99	493034
RITTER @ HOME	15.96	493061
SANITARY SUPPLY, INC.	297.48	493063
ACE IMAGEWEAR	129.46	493066
AT&T	708.71	493079
TIME WARNER COMMUNICATIONS	49.94	493086
W. JEFFERSON COUNTY M.W.D.	48.50	493092
A1 FILTER SERVICE COMPANY	99.50	493182
REPUBLIC SERVICES	152.50	493217
FUNCTION 4 LLC	31.00	493225
		4,399.44*
SERVICE CENTER		
AT&T	68.42	493079
CDW COMPUTER CENTERS, INC.	97.56	493103
JEFFERSON CTY. TAX OFFICE	7.50	493110
JEFFERSON CTY. TAX OFFICE	7.50	493111
JEFFERSON CTY. TAX OFFICE	7.50	493112
JEFFERSON CTY. TAX OFFICE	7.50	493113
JEFFERSON CTY. TAX OFFICE	7.50	493114
JEFFERSON CTY. TAX OFFICE	7.50	493115
JEFFERSON CTY. TAX OFFICE	7.50	493116
JEFFERSON CTY. TAX OFFICE	7.50	493117
JEFFERSON CTY. TAX OFFICE	7.50	493118
VOYAGER FLEET SYSTEM, INC.	26,892.14	493138
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	493207
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	493208
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	493209
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	493210
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	493211
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	493212
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	493213
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	493214
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	493215
REPUBLIC SERVICES	152.50	493217
FUNCTION 4 LLC	31.00	493225
		27,376.62*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	6.61	493124
FUNCTION 4 LLC	62.00	493225
		68.61*
		750,611.48**
MOSQUITO CONTROL FUND		
CITY OF NEDERLAND	31.90	493018
ENTERGY	605.88	493034
M&D SUPPLY	11.47	493047

PGM: GMCOMMV2	DATE 03-15-2022		PAGE: 9 96
NAME	AMOUNT	CHECK NO.	TOTAL
MUNRO'S	71.94	493052	
AT&T	34.21	493079	
TIME WARNER COMMUNICATIONS	72.75	493083	
NEW PIG CORPORATION	306.38	493167	
PARKER LUMBER	15.98	493174	
AERO PERFORMANCE	75.06	493200	
REPUBLIC SERVICES	152.50	493217	
TEXAS DEPARTMENT OF AGRICULTURE	75.00	493219	
FUNCTION 4 LLC	31.00	493225	
O'REILLY AUTO PARTS	37.12	493235	
BREATH ALCOHOL TESTING			1,521.19**
IACT	400.00	493040	
FAMILY GROUP CONFERENCING			400.00**
FUNCTION 4 LLC	31.00	493225	
J.C. FAMILY TREATMENT			31.00**
MARY BEVIL	1,131.50	493251	
SECURITY FEE FUND			1,131.50**
ALLIED UNIVERSAL SECURITY SERVICES	9,020.75	493248	
LAW LIBRARY FUND			9,020.75**
FUNCTION 4 LLC	31.00	493225	
EMPG GRANT			31.00**
SOUTHEAST TEXAS WATER	28.95	493076	
TIME WARNER COMMUNICATIONS	122.62	493085	
JEFFERSON COUNTY CREDIT CARDS	7,501.75	493176	
FUNCTION 4 LLC	31.00	493225	
GRANT A STATE AID			7,684.32**
BI INCORPORATED	119.84	493106	
YOUTH ADVOCATE PROGRAMS INC	6,842.50	493160	
GRAYSON COUNTY DEPT OF JUVENILE	197.69	493202	
COMMUNITY SUPERVISION FND			7,160.03**
BEAUMONT TROPHIES	272.20	493010	
OFFICE DEPOT	371.92	493055	
TIME WARNER COMMUNICATIONS	233.27	493082	
UNITED STATES POSTAL SERVICE	75.14	493124	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	493162	
JCCSC	265.00	493178	
PRINTMAILPRO.COM	114.00	493185	
FUNCTION 4 LLC	62.00	493225	
JEFF. CO. WOMEN'S CENTER			8,358.53**
ENTERGY	224.95	493034	
CENTERPOINT ENERGY RESOURCES CORP	179.71	493144	
REPUBLIC SERVICES	247.64	493217	
COMMUNITY CORRECTIONS PRG			652.30**
FUNCTION 4 LLC	31.00	493225	
DRUG DIVERSION PROGRAM			31.00**
FUNCTION 4 LLC	31.00	493225	
SHERIFF'S TRAINING GRANT			31.00**
ENTERPRISE RENT A CAR COMPANY	716.00	493201	
LAW OFFICER TRAINING GRT			716.00**

PGM: GMCOMMV2	DATE 03-15-2022	PAGE: 10 97
NAME	AMOUNT	CHECK NO. TOTAL
ENTERGY	339.05	493034
OFFICE DEPOT	116.41	493055
SAM'S CLUB DIRECT	182.78	493188
		638.24**
COUNTY CLERK - RECORD MGT		
TYLER TECHNOLOGIES INC	5,070.65	493247
		5,070.65**
COUNTY CLK RECORDS ARCHIV		
TEXAS WORKFORCE COMMISSION	4,047.00	493088
		4,047.00**
REGIONAL COMM. SAVNS		
TALX CORPORATION	7,535.92	493266
		7,535.92**
COUNTY RECORDS MANAGEMENT		
UNITED STATES POSTAL SERVICE	.92	493124
BRUCE HAMILTON	1,027.41	493136
TYLER TECHNOLOGIES INC	24,817.58	493247
HHM & ASSOCIATES, INC.	7,498.00	493255
		33,343.91**
CJD SHERIFF GRANTS		
COVENANT TACTICAL LLC	12,192.00	493249
		12,192.00**
J.P. COURTROOM TECH. FUND		
CDW COMPUTER CENTERS, INC.	8,020.85	493103
		8,020.85**
HOTEL OCCUPANCY TAX FUND		
CASH ADVANCE ACCOUNT	423.69	493043
MUNRO'S	208.43	493052
OFFICE DEPOT	275.33	493055
AT&T	120.69	493079
TEXAS WORKFORCE COMMISSION	18.00	493088
UNITED STATES POSTAL SERVICE	7.33	493124
MATERA PAPER COMPANY INC	250.00	493193
REPUBLIC SERVICES	152.50	493217
FUNCTION 4 LLC	31.00	493225
		1,450.97**
DISTRICT CLK RECORDS MGMT		
FUNCTION 4 LLC	62.00	493225
		62.00**
CAPITAL PROJECTS FUND		
PREFERRED FACILITIES GROUP-USA, LLC	30,365.48	493256
		30,365.48**
AIRPORT FUND		
SPIDLE & SPIDLE	989.92	493002
TEEX	2,800.00	493005
COASTAL WELDING SUPPLY	50.64	493019
ENTERGY	10,543.56	493036
MUNRO'S	197.96	493052
OFFICE DEPOT	60.04	493055
RALPH'S INDUSTRIAL ELECTRONICS	416.04	493062
SMART'S TRUCK & TRAILER, INC.	387.02	493069
AT&T	371.22	493079
UNITED STATES POSTAL SERVICE	1.84	493124
DISH NETWORK	96.70	493157
BLUE GLOBES	4,624.66	493161
JEFFERSON COUNTY CREDIT CARDS	531.17	493176
ADVANCE AUTO PARTS	55.09	493191
SOUTHEAST TEXAS PARTS AND EQUIPMENT	142.70	493199
REPUBLIC SERVICES	958.31	493217
FUNCTION 4 LLC	62.00	493225
M&R FLEET SERVICES, INC.	389.07	493236
TITAN AVIATION FUELS	124,857.60	493238
CY-FAIR TIRE	160.00	493244

PGM: GMCOMMV2	DATE 03-15-2022	PAGE: 11 98
NAME	AMOUNT	CHECK NO. TOTAL
PREFERRED FACILITIES GROUP-USA, LLC	4,181.04	493256 151,876.58**
SE TX EMP. BENEFIT POOL		
STANDARD INSURANCE COMPANY	25,610.26	493149
RELIANCE STANDARD LIFE INSURANCE	6,152.84	493150
NEUROMUSCULAR CORPORATE SOLUTIONS	18,000.00	493241 49,763.10**
SETEC FUND		
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	493186
REPUBLIC SERVICES	2,794.76	493217 4,446.76**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	6,472.11	493145 6,472.11**
SHERIFF'S FORFEITURE FUND		
SIMCOM TRAINING CENTER	15,080.00	493148
JEFFERSON COUNTY CREDIT CARDS	555.42	493176
DYLAN LISCHAU	264.98	493267 15,900.40**
APPELLATE JUDICIAL SYSTEM		
9TH COURT OF APPEALS	1,730.00	493163 1,730.00**
DISTRICT CRT RECORDS TECH		
KOFILE TECHNOLOGIES INC	36,312.56	493183 36,312.56**
MARINE DIVISION		
ENTERGY	84.85	493034
JACK BROOKS REGIONAL AIRPORT	374.59	493041
AT&T	88.12	493079
JEFFERSON COUNTY CREDIT CARDS	1,169.54	493176
GALLS LLC	130.00	493205 1,847.10**
		1,180,110.81***

**AMENDED ORDER OF SPECIAL ELECTION**  
**MODIFICADO ORDEN DE ELECCIÓN ESPECIAL**  
(For Governor-Ordered or County-Ordered Measure Elections)  
(Para órdenes de gobernador u ordenes de condado sobre elecciones medidas)

An election is hereby ordered to be held on 05 / 07 / 2022 for the purpose of voting on:  
(date)  
(Por la presente se ordena celebrar una elección el 05 / 07 / 2022 con el propósito de votar sobre.)  
(fecha)

List Offices/Propositions/Measures on the ballot (Enúmere los puestos/proposiciones/medidas oficiales en la boleta)

**Proposition 1 (SJR 2 - 87th Legislature, 2nd Special Session)**

"The constitutional amendment authorizing the legislature to provide for the reduction of the amount of a limitation on the total amount of ad valorem taxes that may be imposed for general elementary and secondary public school purposes on the residence homestead of a person who is elderly or disabled to reflect any statutory reduction from the preceding tax year in the maximum compressed rate of the maintenance and operations taxes imposed for those purposes on the homestead."

**Proposition 2 (SJR 2 - 87th Legislature, 3rd Special Session)**

"The constitutional amendment increasing the amount of the residence homestead exemption from ad valorem taxation for public school purposes from \$25,000 to \$40,000."


Early voting by personal appearance will be conducted each weekday at:  
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

The Main Early Voting Location (sitio principal de votación adelantada)

Location (sitio)	Hours (horas)
Jefferson County Courthouse	4/25 - 4/29 8 AM - 5 PM, 4/30 8 AM - 5 PM, 5/2 - 5/3 7 AM - 7 PM

Branch Early Voting Locations (sucursal sitios de votación adelantada)

Location (sitio)	Hours (horas)
SEE ATTACHED LIST	

Early voting by personal appearance will be conducted each weekend at:  
(La votación adelantada en persona se llevará a cabo en el fin de semana en:)

The Main Early Voting Location (sitio principal de votación adelantada)

Location (sitio)	Hours (horas)
Jefferson County Courthouse	Sat. 8am to 5pm

Branch Early Voting Locations *(sucursal sitios de votación adelantada)*

Location <i>(sitio)</i>	Hours <i>(horas)</i>
SEE ATTACHED LIST	

Applications for ballot by mail shall be mailed to:  
*(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)*

Laurie Leister

Name of Early Voting Clerk  
*(Nombre del Secretario/a de la Votación Adelantada)*

1085 Pearl Street

Address *(Dirección)*

Beaumont, Texas

77701

City *(Ciudad)*

Zip Code *(Código Postal)*

409-835-8760

Telephone Number *(Número de teléfono)*

countyclerk@co.jefferson.tx.us

Email Address *(Dirección de Correo Electrónico)*

www.jeffersonelections.com

Early Voting Clerk's Website *(Sitio web del Secretario/a de Votación Adelantada)*

Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on:  
*(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)*

April / 26 / 2022  
*(date)(fecha)*

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:  
*(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)*

April / 26 / 2022  
*(date)(fecha)*

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
*(day) (month) (year)*

*(Emitida este día \_\_\_\_\_ de \_\_\_\_\_, 20 \_\_\_\_\_.)*  
*(día) (mes) (año)*

\_\_\_\_\_  
Signature of County Judge  
*(Firma del Juez del Condado)*

\_\_\_\_\_  
Signature of Commissioner  
*(Firma del Comisionado)*

\_\_\_\_\_  
Signature of Commissioner  
*(Firma del Comisionado)*

\_\_\_\_\_  
Signature of Commissioner  
*(Firma del Comisionado)*

\_\_\_\_\_  
Signature of Commissioner  
*(Firma del Comisionado)*

**AMENDED NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR**  
**May 7, 2022, CONSTITUTIONAL AMENDMENT SPECIAL AND JOINT ELECTION**  
**(Aviso de localizaciones y horas para elecciones adelantadas de Mayo 7, 2022**  
**Sobre Enmiendas 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	1085 Pearl St., ( <i>Lobby</i> ), Beaumont, TX
Port Arthur Sub-Courthouse	525 Lakeshore Dr. ( <i>Foyer</i> ), Port Arthur, TX
Rogers Park Recreation Center	6540 Gladys, Beaumont, TX
Port Arthur Library	4615 9th Ave., ( <i>Lucy Stiefel Gallery</i> ), Port Arthur, TX
Theodore Johns Library	4255 Fannett Rd., ( <i>Meeting Room</i> ), Beaumont, TX
Marion & Ed Hughes Public Library	2712 Nederland Ave., ( <i>Meeting Room</i> ), Nederland, TX

**DATES AND HOURS FOR ALL ABOVE LOCATIONS:**

(Fechas y Horas para todas las localizaciones anteriores):

April 25 - 29 ( <i>Abril 25 - 29</i> )	Monday - Friday ( <i>Lunes - Viernes</i> )	8:00 a.m. - 5:00 p.m.
April 30 ( <i>Abril 30</i> )	Saturday ( <i>Sábado</i> )	8:00 a.m. - 5:00 p.m.
May 2 - 3 ( <i>Mayo 2- Mayo 3</i> )	Monday – Tuesday ( <i>Lunes – Martes</i> )	7:00 a.m. - 7:00 p.m.

Precincts Voting at Location (Precintos de votación en el Localización)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	City, State, Zip code (Ciudad, Estado, Código postal)
ALL (todos)	Amelia Elementary School (Gymnasium)	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Bevil Oaks City Hall	13560 River Oaks Blvd.	Bevil Oaks, TX 77713
ALL (todos)	BISD Administration Building (Boardroom)	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary (Gymnasium)	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center (First Floor Old)	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Hebert Library (Community Room)	2025 Merriman St.	Port Neches, TX 77651
ALL (todos)	Jefferson County WCID 10 Fire Station (Front Lobby)	2024 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library (Front Meeting Room)	5600 West Washington	Groves, TX 77619
ALL (todos)	Jerry Ware Airport Terminal (Conference Room off Main Lobby)	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
ALL (todos)	Jefferson County ESD #4 (Main Meeting Room)	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Groves Activity Building (Lounge)	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary (Fifth Grade Hall)	740 DeQueen Blvd.	Port Arthur, TX 77640
ALL (todos)	Zion Hill Baptist Church (Education Building)	5848 Roosevelt Ave.	Port Arthur, TX 77640
ALL (todos)	Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr.	Port Arthur, TX 77640
ALL (todos)	Former Dowling Elementary Campus (Library)	6301 Pat Ave	Port Arthur, TX 77640
ALL (todos)	O.W. Collins Retirement Center (Social Service Room)	4440 Gulfway Dr.	Port Arthur, TX 77642
ALL (todos)	Port Arthur Library (Lucy Stiefel Gallery)	4615 9th Ave	Port Arthur, TX 77642
ALL (todos)	Queen of Vietnam Catholic Church (St. Joseph Hall)	801 9th Ave	Port Arthur, TX 77642
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
ALL (todos)	Travis Elementary (Library)	1115 Lakeview Ave.	Port Arthur, TX 77642
ALL (todos)	Willie Ryman Community Center	3248 39th Street	Port Arthur, TX 77642
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary (Gymnasium)	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Hamshire VFD and Community Center	12318 2nd St.	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse (Lobby)	1085 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School (Gymnasium)	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center (Conference Room)	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library (Meeting Room)	4255 Fannett Rd.	Beaumont, TX 77705
	**Denotes Change		

# PROCLAMATION

BY THE

## Governor of the State of Texas

---

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, the 87th Texas Legislature, Second Called Session, convened in August of 2021 and the 87th Texas Legislature, Third Called Session, convened in September of 2021 in accordance with Article III, Sections 5 and 40, and Article IV, Section 8, of the Texas Constitution; and

WHEREAS, during those special sessions, the Legislature approved two joint resolutions proposing two particular constitutional amendments by a vote of two-thirds of all the members of each house, pursuant to Article XVII, Section 1, of the Texas Constitution; and

WHEREAS, pursuant to the terms of those resolutions and in accordance with the Texas Constitution, the Legislature has set the date of the election for voting on the two proposed constitutional amendments to be May 7, 2022; and

WHEREAS, Section 3.003 of the Texas Election Code requires the election to be ordered by proclamation of the governor;

NOW, THEREFORE, I, GREG ABBOTT, Governor of the State of Texas, by the authority vested in me by the Constitution and Statutes of the State of Texas, do hereby order a special election to be held throughout the State of Texas on the FIRST SATURDAY IN MAY, the same being the SEVENTH day of MAY, 2022; and

NOTICE THEREOF IS HEREBY GIVEN to the COUNTY JUDGE of each county, who is directed to cause said election to be held in the county on such date for the purpose of adopting or rejecting the two constitutional amendments proposed by two joint resolutions, as submitted by the 87th Texas Legislature, Second Called Session, and the 87th Texas Legislature, Third Called Session, of the State of Texas.

Pursuant to Sections 52.095, 274.001, and 274.002 of the Texas Election Code, the propositions for the joint resolutions will appear as follows:

### STATE OF TEXAS PROPOSITION NO. 1

"The constitutional amendment authorizing the legislature to provide for the reduction of the amount of a limitation on the total amount of ad valorem taxes that may be imposed for general elementary and secondary public school purposes on the residence homestead of a person who is elderly or disabled to reflect any statutory reduction from the preceding tax year in the maximum compressed rate of the maintenance and operations taxes imposed for those purposes on the homestead."

### STATE OF TEXAS PROPOSITION NO. 2

"The constitutional amendment increasing the amount of the residence homestead exemption from ad valorem taxation for public school purposes from \$25,000 to \$40,000."

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
11:21 O'CLOCK  
FEB 16 2022

Governor Greg Abbott  
February 16, 2022

Proclamation  
Page 2

The secretary of state shall take notice of this proclamation and shall immediately mail a copy of this order to every county judge of this state, and all appropriate writs will be issued, and all proper proceedings will be followed, to the end that said election may be held and its result proclaimed in accordance with law.



IN TESTIMONY WHEREOF, I  
have hereto signed my name and  
have officially caused the Seal of  
State to be affixed at my office in  
the City of Austin, Texas, this the  
16th day of February, 2022.

A handwritten signature in cursive script that reads "Greg Abbott".

GREG ABBOTT  
Governor of Texas

ATTESTED BY:

A handwritten signature in cursive script that reads "John B. Scott".  
\_\_\_\_\_  
JOHN B. SCOTT  
Secretary of State

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
1:00 PM  
FEB 16 2022

## The State of Texas



Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
[www.sos.state.tx.us](http://www.sos.state.tx.us)

Phone: 512-463-5650  
Fax: 512-475-2811  
Dial 7-1-1 For Relay Services  
(800) 252-VOTE (8683)

John B. Scott  
Secretary of State

**CONSTITUTIONAL AMENDMENTS****TO BE VOTED ON****MAY 7, 2022****ELECTION****FULL TEXT OF AMENDMENTS**

**Full Text for the May 7, 2022  
Constitutional Amendment Election**

**STATE OF TEXAS PROPOSITION 1**

**S.J.R. No. 2**

**SENATE JOINT RESOLUTION**

proposing a constitutional amendment authorizing the legislature to provide for the reduction of the amount of a limitation on the total amount of ad valorem taxes that may be imposed for general elementary and secondary public school purposes on the residence homestead of a person who is elderly or disabled to reflect any statutory reduction from the preceding tax year in the maximum compressed rate of the maintenance and operations taxes imposed for those purposes on the homestead.

BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 1-b, Article VIII, Texas Constitution, is amended by adding Subsection (d-2) to read as follows:

(d-2) Notwithstanding Subsections (d) and (d-1) of this section, the legislature by general law may provide for the reduction of the amount of a limitation provided by Subsection (d) of this section and applicable to a residence homestead for a tax year to reflect any statutory reduction from the preceding tax year in the maximum compressed rate, as defined by general law, or a successor rate of the maintenance and operations taxes imposed for general elementary and secondary public school purposes on the homestead. A general law enacted under this subsection may take into account the difference between the tier one maintenance and operations rate for the 2018 tax year and the maximum compressed rate for the 2019 tax year applicable to a residence homestead and any reductions in subsequent tax years before the tax year in which the general law takes effect in the maximum compressed rate applicable to a residence homestead.

SECTION 2. This proposed constitutional amendment shall be submitted to the voters at an election to be held May 7, 2022. The ballot shall be printed to permit voting for or against the proposition: "The constitutional amendment authorizing the legislature to provide for the reduction of the amount of a limitation on the total amount of ad valorem taxes that may be imposed for general elementary and secondary public school purposes on the residence homestead of a person who is elderly or disabled to reflect any statutory reduction from the preceding tax year in the maximum compressed rate of the maintenance and operations taxes imposed for those purposes on the homestead."

## STATE OF TEXAS PROPOSITION 2

S.J.R. No. 2

## SENATE JOINT RESOLUTION

proposing a constitutional amendment increasing the amount of the residence homestead exemption from ad valorem taxation for public school purposes.

BE IT RESOLVED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 1-b(c), Article VIII, Texas Constitution, is amended to read as follows:

(c) The amount of ~~\$40,000~~ ~~[\$25,000]~~ of the market value of the residence homestead of a married or unmarried adult, including one living alone, is exempt from ad valorem taxation for general elementary and secondary public school purposes. The legislature by general law may provide that all or part of the exemption does not apply to a district or political subdivision that imposes ad valorem taxes for public education purposes but is not the principal school district providing general elementary and secondary public education throughout its territory. In addition to this exemption, the legislature by general law may exempt an amount not to exceed \$10,000 of the market value of the residence homestead of a person who is disabled as defined in Subsection (b) of this section and of a person 65 years of age or older from ad valorem taxation for general elementary and secondary public school purposes. The legislature by general law may base the amount of and condition eligibility for the additional exemption authorized by this subsection for disabled persons and for persons 65 years of age or older on economic need. An eligible disabled person who is 65 years of age or older may not receive both exemptions from a school district but may choose either. An eligible person is entitled to receive both the exemption required by this subsection for all residence homesteads and any exemption adopted pursuant to Subsection (b) of this section, but the legislature shall provide by general law whether an eligible disabled or elderly person may receive both the additional exemption for the elderly and disabled authorized by this subsection and any exemption for the elderly or disabled adopted pursuant to Subsection (b) of this section. Where ad valorem tax has previously been pledged for the payment of debt, the taxing officers of a school district may continue to levy and collect the tax against the value of homesteads exempted under this subsection until the debt is discharged if the cessation of the levy would impair the obligation of the contract by which the debt was created. The legislature shall provide for formulas to protect school districts against all or part of the revenue loss incurred by the implementation of this subsection, Subsection (d) of this section, and Section 1-d-1 of this article. The legislature by general law may define residence homestead for purposes of this section.

SECTION 2. The following temporary provision is added to the Texas Constitution:

TEMPORARY PROVISION. (a) This temporary provision applies to the constitutional amendment proposed by the 87th Legislature, 3rd Called Session, 2021, increasing the amount of the residence homestead exemption from ad valorem taxation for public school purposes.

(b) The amendment to Section 1-b(c), Article VIII, of this constitution takes effect January 1, 2022, and applies only to a tax year beginning on or after that date.

(c) This temporary provision expires January 1, 2023.

SECTION 3. This proposed constitutional amendment shall be submitted to the voters at an election to be held May 7, 2022. The ballot shall be printed to permit voting for or against the proposition: "The constitutional amendment increasing the amount of the residence homestead exemption from ad valorem taxation for public school purposes from \$25,000 to \$40,000."

**Texto completo para la elección sobre  
la enmienda constitucional del 7 de mayo de 2022**

**PROPUESTA 1 DEL ESTADO DE TEXAS**

**S.J.R. N.º 2**

**RESOLUCIÓN CONJUNTA DEL SENADO**

que propone una enmienda constitucional que autoriza a la legislatura a proveer la reducción del importe de la limitación sobre la cantidad total de impuestos ad valorem que pueden fijarse, para fines generales de las escuelas públicas primarias y secundarias, sobre la propiedad residencial de una persona de edad avanzada o discapacitada para reflejar cualquier reducción reglamentaria del año fiscal anterior en la tasa comprimida máxima de los impuestos de mantenimiento y operaciones fijados para esos fines sobre la propiedad.

RESUÉLVASE POR LA LEGISLATURA DEL ESTADO DE TEXAS:

SECCIÓN 1. La Sección 1-b, Artículo VIII, Constitución de Texas, se enmienda agregando la Subsección (d-2) y reza de la siguiente manera:

(d-2) Sin perjuicio de las Subsecciones (d) y (d-1) de esta sección, conforme a la ley general la legislatura puede fijar la reducción del importe de la limitación prevista por la Subsección (d) de esta sección y aplicable a una propiedad residencial por un año fiscal para reflejar cualquier reducción reglamentaria del año anterior en la tasa comprimida máxima, tal como lo define la ley general, o una tasa sucesora de los impuestos de mantenimiento y operaciones fijados para fines generales de las escuelas públicas primarias y secundarias sobre la propiedad. Una ley general promulgada conforme a esta sección puede tener en cuenta la diferencia entre la tasa de mantenimiento y operaciones de nivel uno correspondiente al año fiscal 2018 y la tasa comprimida máxima para el año fiscal 2019 aplicable a una propiedad residencial así como toda reducción en años fiscales subsiguientes antes del año fiscal en el cual entra en vigor la ley general en cuanto a la tasa comprimida máxima aplicable a una propiedad residencial.

SECCIÓN 2. Esta enmienda constitucional propuesta será presentada a los votantes en una elección que se llevará a cabo el 7 de mayo de 2022. La boleta se imprimirá de manera tal que permita la votación a favor o en contra de la propuesta: "La enmienda constitucional que autoriza a la legislatura a proveer la reducción del importe de la limitación sobre la cantidad total de impuestos ad valorem que pueden fijarse, para fines generales de las escuelas públicas primarias y secundarias, sobre la propiedad residencial de una persona de edad avanzada o discapacitada para reflejar cualquier reducción reglamentaria del año fiscal anterior en la tasa comprimida máxima de los impuestos de mantenimiento y operaciones fijados para esos fines sobre la propiedad".

## PROPUESTA 2 DEL ESTADO DE TEXAS

S.J.R. N.º 2

## RESOLUCIÓN CONJUNTA DEL SENADO

que propone una enmienda constitucional que aumenta el importe de la exención de la propiedad residencial de impuestos ad valorem para fines de las escuelas públicas.

RESUÉLVASE POR LA LEGISLATURA DEL ESTADO DE TEXAS:

SECCIÓN 1. La Sección 1-b(c), Artículo VIII, Constitución de Texas, se enmienda y reza de la siguiente manera:

(c) La cantidad de ~~\$40,000~~ ~~[\$25,000]~~ del valor de mercado de la propiedad residencial de una persona adulta casada o soltera, incluida la persona que vive sola, queda exenta de impuestos ad valorem para fines generales de las escuelas públicas primarias y secundarias. La legislatura puede establecer, conforme a la ley general, que no se aplique la totalidad o parte de la exención a un distrito o subdivisión política que fija impuestos ad valorem para fines de la educación pública pero no es el principal distrito escolar que brinda educación pública general primaria y secundaria en todo su territorio. Además de esta exención, la legislatura puede conforme a la ley general eximir una cantidad que no excederá \$10,000 del valor de mercado de la propiedad residencial de una persona discapacitada, tal como se define en la Subsección (b) de esta sección, y de una persona de 65 años de edad en adelante, de los impuestos ad valorem para fines generales de las escuelas públicas primarias y secundarias. La legislatura podrá, conforme a la ley general, basar la cantidad y la elegibilidad para la exención adicional autorizada por esta subsección para personas incapacitadas y para personas de 65 años de edad en adelante en la necesidad económica. Es posible que una persona discapacitada elegible que tenga 65 años de edad en adelante no reciba ambas exenciones de un distrito escolar, sino que pueda elegir cualquiera de las dos. Una persona elegible tiene derecho a recibir tanto la exención establecida por esta subsección para todas las propiedades residenciales como cualquier exención aprobada de conformidad con la Subsección (b) de esta sección, pero la legislatura establecerá conforme a la ley general si una persona discapacitada o de edad avanzada elegible puede recibir tanto la exención adicional para las personas de edad avanzada y discapacitadas autorizadas por esta subsección y cualquier exención para personas de edad avanzada o discapacitadas adoptada de conformidad con la Subsección (b) de esta sección. Cuando el impuesto ad valorem se hubiera comprometido previamente para el pago de una deuda, los funcionarios de impuestos de un distrito escolar podrán continuar aplicando y recaudando el impuesto sobre el valor de las propiedades exentas conforme a esta subsección hasta tanto se cancele la deuda si la suspensión del gravamen menoscabara la obligación contractual por la cual se originó la deuda. La legislatura establecerá fórmulas para proteger a los distritos escolares contra toda o parte de la pérdida de ingresos incurrida por la implementación de esta subsección, Subsección (d) de esta sección, y la Sección 1-d-1 de este artículo. La legislatura puede, conforme a la ley general, definir la propiedad residencial para los fines de esta sección.

SECCIÓN 2. La siguiente provisión temporal se agrega a la Constitución de Texas:

PROVISIÓN TEMPORAL. (a) Esta provisión temporal se aplica a la enmienda constitucional propuesta por la 87.ª Legislatura, 3.ª Sesión Convocada, 2021, que aumenta el importe de la exención de impuestos ad valorem de la propiedad residencial para fines de las escuelas públicas.

(b) La enmienda de la Sección 1-b(c), Artículo VIII, de esta constitución entra en vigor el 1 de enero de 2022, y se aplica únicamente al año fiscal que comienza en esa misma fecha o una fecha posterior.

(c) Esta provisión temporal vence el 1 de enero de 2023.

SECCIÓN 3. Esta enmienda constitucional propuesta será presentada a los votantes en una elección que se llevará a cabo el 7 de mayo de 2022. La boleta se imprimirá de manera tal que permita la votación a favor o en contra de la propuesta: "La enmienda constitucional que aumenta el importe de la exención de impuestos ad valorem de la propiedad residencial para fines de las escuelas públicas de \$25,000 a \$40,000".



**LAMAR UNIVERSITY**  
MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

**AGREEMENT  
BETWEEN  
JEFFERSON COUNTY COMMISSIONERS COURT  
AND  
LAMAR UNIVERSITY  
(ON BEHALF OF THE LAMAR UNIVERSITY MEDIA ALLIANCE)**

**PURPOSE OF THIS AGREEMENT:**

The purpose of this Agreement is to define the responsibilities of Lamar University by and through its Lamar University Media Alliance ("LUMA"), and Jefferson County Commissioners Court, ("JCCC") as it pertains to the SETCAST program and summarizes the understandings of both parties in relation to the video production services provided for the JCCC'S meetings.

**CONTRACT TERM:** This Agreement is for services provided from September 1, 2021 to August 31, 2022, unless terminated by either party giving thirty (30) days written notice to the other.

**DUTIES OF JCCC:**

- a) Provide LUMA with a schedule and agenda for all regular meetings of JCCC, and
- b) Provide location in the meeting room for the camera operator to setup the equipment needed to tape the meetings, and
- c) Provide an audio outlet for the camera operator to plug into the meeting room sound system.

**DUTIES OF LUMA:**

- a) Provide video production services of each scheduled regular or special meetings of JCCC, and
- b) Provide any post production work needed to broadcast the videotapes, and
- c) Provide the delivery of the videotapes/DVD's to proper site for their broadcast, and
- d) Supply all equipment and supplies needed to produce videotapes of the meetings, and
- e) Provide copies of all JCCC meetings.

**COMPENSATION TO LUMA:**

- a) JCCC agrees to pay Twelve Thousand Four Hundred Ninety-Nine Dollars (\$12,499) to Lamar University for services outlined above.
- b) Payment will be made to Lamar University upon delivery of this agreement and invoice.

**GENERAL PROVISIONS:**

1. **Liability:** To the extent permitted by Texas law, each party agrees to indemnify and hold harmless the other from the negligent acts of its own employees, and agents.  
Notwithstanding any provision of this contract, nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges,



immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this agreement, the terms of this paragraph shall control.

2. **Venue:** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Texas. Any legal action relating to this Agreement shall be brought in Jefferson County, Texas.
3. **Disputes:** If a dispute, or controversy, or claim arises out of or relates to this Agreement, the parties will make a good faith attempt to resolve the issues. If the dispute cannot be settled by the parties, the parties agree to follow the dispute resolution process in Chapter 2260 of the Texas Government Code.
4. **Nondiscrimination:** In their execution of this agreement, the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
5. The parties will comply with all applicable federal, state, and local laws, ordinances and regulations in the performance of this Agreement.
6. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties pertaining to the subject matter herein. The parties may not amend this Agreement except in writing, dated after the date of this agreement and signed by each party's representative. This Agreement will become effective upon signatures by the authorized representatives of Lamar University and JCCC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives below.

For: **LAMAR UNIVERSITY**

By: Robert Wagner  
Robert Wagner (Mar 8, 2022 15:32 CST)

Name: Robert H. Wagner

Title: Executive Director for  
Campus Operations

Date: Mar 8, 2022

For: **JEFFERSON COUNTY  
COMMISSIONERS COURT**

By: [Signature]

Name: Honorable Judge Jeff Branick

Title: Jefferson County Judge

Date: 03/08/2022






# Service Agreement between JCCC & Lamar Media Alliance

Final Audit Report

2022-03-08

Created:	2022-03-08
By:	SciQuest Integration (Jaggaer@lamar.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8UMgJFa1Og7FDfhVQBdOQxIraQfSVTBV

## "Service Agreement between JCCC & Lamar Media Alliance" History

-  Document created by SciQuest Integration (Jaggaer@lamar.edu)  
 2022-03-08 - 9:28:36 PM GMT- IP address: 140.158.43.17
  
-  Document emailed to Robert Wagner (rwagner3@lamar.edu) for signature  
 2022-03-08 - 9:29:32 PM GMT
  
-  Email viewed by Robert Wagner (rwagner3@lamar.edu)  
 2022-03-08 - 9:30:52 PM GMT- IP address: 104.47.55.126
  
-  Document e-signed by Robert Wagner (rwagner3@lamar.edu)  
 Signature Date: 2022-03-08 - 9:32:47 PM GMT - Time Source: server- IP address: 140.158.43.20
  
-  Agreement completed.  
 2022-03-08 - 9:32:47 PM GMT

## **2021 TEXAS WINTER UTILITY BILLING CONTRACT OF EMPLOYMENT**

I, the undersigned ("Client"), appoint and employ, **The Potts Law Firm, LLP**, hereinafter referred to as "Attorneys", as my attorneys at law and in fact, to represent Client in regards to my claims against Symmetry Energy Solutions and/or its parents company and/or its affiliates relating to the utility billing practices during the mid-February Texas winter weather events.

### **I. BASIS FOR CONTRACT**

Client hereby retains the Attorneys to represent Client, to collect the damages awarded in the dispute referenced above. Client authorizes the Attorneys to associate co-counsel as the Attorneys may deem necessary and to share any fees contemplated in this contract with such co-counsel with the express understanding that associating with co-counsel will NOT increase the fees set forth in Paragraph III below.

After the appropriate investigation, Attorneys reserve the right to rescind this contract. I hereby fully empower, authorize and direct said attorneys to manage and handle, as they deem necessary, best and proper, said claim, cause of action, suit or suits that may grow out of the same, and to prosecute said causes of action with or without suit in any manner they deem advisable. They are hereby authorized and empowered to deliver in my name any and all notices, receipts, authorizations, releases, pleadings and any other documents and instruments proper in the handling of said claim.

You have a right to be protected from lawyers that engage in improper solicitation of clients. The Potts Law Firm does not initiate personal contact with potential clients and does not knowingly associate with lawyers that engage in improper solicitation of clients in any violation of the Texas Disciplinary Rules of Professional Conduct. Since cases are often referred to our firm from other lawyers around the nation, it is impossible for us to know all of the circumstances under which the client initially retained referral counsel. If you believe that you were improperly solicited by an attorney, representative or other third party, now is your opportunity to bring it to the attention of a lawyer or employee of The Potts Law Firm. You affirmatively and unequivocally certify and attest that you were not personally contacted or improperly solicited as a client in violation of any of the Texas Disciplinary Rules of Professional Conduct. Do not sign our contingency fee agreement if you believe that your case was improperly solicited.

### **II. CLIENT'S COOPERATION**

The Client agrees to cooperate fully with the Attorneys, disclose all relevant facts and promptly advise the Attorneys of any change in address or telephone number. Client authorizes the Attorneys to use their professional judgment and any relevant documents, records or other information that the Attorneys deem necessary to the proper representation of the Client. The Client agrees to promptly comply with all reasonable requests of the Attorneys on all matters included in this contract. Client agrees that Firm's banks, lenders, and finance companies may have access to their case and settlement information. The Client understands that failure to fully cooperate may be a basis for termination of this contract. Client further agrees that the Attorneys may withdraw from representing the Client if the Attorneys deem withdrawal warranted.

### **III. CONTINGENT FEE ARRANGEMENT**

**If the case is not certified by the court as a class action**, I agree in consideration of the services rendered and to be rendered to the Client by the Attorneys, to grant to the Attorneys for the Attorneys' compensation in handling the Client's lawsuit in the following present undivided interest and assignment in the claims and the lawsuit at **the greater of (a) 40% of the gross monetary amount reduced on Client's pending utility bill from Symmetry Energy Solutions after the effective date of this contract; or (b) 40% of gross damages.** The fee percentage calculation will be made based on the gross recovery before deduction of any expenses unless the jurisdiction of Client's residence requires otherwise. In such cases, the fee calculation shall be made based on the requirements of that jurisdiction. In the event there is no recovery client owes firm nothing.

**If the case is certified by the court as a class action** and if recovery is made, I understand and agree that Attorneys shall petition the court for an award of attorneys' fees. I understand that the court may award attorneys' fees, if any, based upon a percentage of the fund created by successful litigation, based upon a lodestar method, or based upon some other method such as an agreement between the parties. I understand that the lodestar method is based upon the time Attorneys have spent on the case, an hourly rate approved by the court, and a multiplier at the court's discretion. I authorize Attorneys to petition the court for attorneys' fees based upon any method authorized by law. In the event there is no recovery client owes firm nothing.

### **IV. EXPENSES FOR THE LAWSUIT**

The Attorneys agree to pay for any and all reasonable expenses associated with the prosecution of client's claim. In the event that there is no recovery, client owes firm nothing. In the event of a recovery, the Client understands and agrees that Attorneys will be paid all reasonable costs, charges or expenses made or incurred by the Attorneys in the Attorneys' handling of the Client's claim and causes of action, including but not limited to expenses or charges for obtaining medical records, court costs, filing fees, depositions, and expert witnesses. Client understands that it may be necessary for Attorneys to obtain financing to pay for the expenses and prosecution of his/her case. Client hereby authorizes Attorneys to obtain such financing for his/her case at the Attorneys' sole discretion. Client further understands that the interest on any such financing shall be an expense of the case. Client agrees to pay the monthly interest from such financing at the rate borrowed by Attorneys at the conclusion

of the case. However, such interest shall not exceed a maximum of 8.5% per year. In the event that there is no recovery, Client does not owe Attorneys for these charges. If a matter requires experience or expertise uncommon to the Attorneys, outside counsel may be obtained. Firm will be reimbursed firm's reasonable costs associated with the outside assistance.

## **V. RESOLUTION OF CASE BY SETTLEMENT**

The Client agrees not to attempt on his/her part to unilaterally settle the claims made the subject of this contract. The Client will rely exclusively upon the representation of the Attorneys during any settlement negotiations. No settlement will be made without the Client's consent. In the event of settlement or judgment, Client hereby authorizes Attorneys to endorse any settlement or judgment checks on his/her behalf in order to expedite disbursement of settlement funds.

## **VI. DUTY TO INFORM LAW FIRM/OTHER DISCLOSURES**

Client understands that filing for bankruptcy may affect the Client's ability to retain some or all of any recovery in this matter. Client understands that he or she is obligated to keep the Attorneys informed of any bankruptcy filing. Client further understands that failure to disclose this lawsuit in a bankruptcy proceeding may result in a dismissal of this lawsuit and possibly sanctions by the bankruptcy court.

## **VII. REFERRAL OR ASSOCIATION OF ADDITIONAL COUNSEL**

Client agrees that Attorneys may refer this matter to another lawyer or associate additional lawyers to assist in representing Client and prosecuting the Client's cause of action. Prior to referral or association becoming effective, Client must consent in writing to the terms of the arrangement after being advised of (1) the identity of the lawyer or law firm involved; (2) whether the fees will be divided based on the proportion of services rendered or by lawyers agreeing to assume joint responsibility for the representation; and (3) the share of the fee that each lawyer or law firm will receive or, if the division is based on the proportion of services performed, the basis on which the division will be made. The referral or association of additional attorneys will not increase the total fee owed by the Client. Client further understands that any such fee and expense sharing agreement reached between the attorneys of **The Potts Law Firm, LLP**, and any other lawyers or law firms will NOT change in any manner the contractual obligation as detailed herein that Client has agreed to pay in the prosecution, handling and collection of this matter.

## **VIII. TEXAS LAW TO APPLY**

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Harris County, Texas.

## **IX. PARTIES BOUND**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

## **X. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **XI. PRIOR AGREEMENTS SUPERCEDED**

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties with respect to its subject matter. No amendment to this Agreement shall be enforceable unless it is reduced to writing and signed by the Parties.

Client certifies and acknowledges that Client has had the opportunity to read this Agreement, has been provided a copy of this Agreement, and has knowingly and voluntarily entered into this Agreement fully aware of its terms and conditions. Client further certifies and acknowledges that the decisions to pursue these claims and to employ these particular Attorneys are solely Client's independent decisions after carefully considering the matters.

## **XII. NO ASSIGNMENT OF INTEREST IN CLAIM TO OTHERS**

Client certifies and represents to Attorneys that they have revoked all prior agreements with other attorneys, if any, and that they have not assigned, sold or transferred any interest in the Claims except to the extent said Claims are assigned to Attorneys as specified above.

## **XIII. STATE BAR OF TEXAS NOTICE**

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar, Office of General Counsel, will provide you with information about how to file a complaint. For more information, please call (800) 932-1900. This is a toll-free phone call.

SIGNED on this date 08/08/2022.

*Client Acceptance to Contract by Signature(s)*  
JEFFERSON COUNTY, TEXAS

Client's Signature

Jeff Branick, County Judge

Client's Full Name (Printed) and Title

1149 Pearl Street, Beaumont, Texas 77701

(Address)

409-835-8466

Business Phone / Cell Phone

**THE POTTS LAW FIRM, LLP**

By: \_\_\_\_\_  
Attorney Signature

SIGNED on this date 03/08/2022

*Client Acceptance to Contract by Signature(s)*  
JEFFERSON COUNTY, TEXAS

  
Client's Signature

Jeff Branick, County Judge

Client's Full Name (Printed) and Title

1149 Pearl Street, Beaumont, Texas 77701

(Address)

409-835-8466

Business Phone / Cell Phone

THE POTTS LAW FIRM, LLP

  
By:

Attorney Signature

**AGENDA ITEM****March 15, 2022**

Consider, possibly approve and authorize the County Judge to execute an Interlocal Agreement between Jefferson County and the City of Port Neches regarding street repairs pursuant to Chapter 791, Texas Government Code.



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Jeff R. Branick  
Jefferson County Judge

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Glenn Johnson  
Mayor, City of Port Neches



# 2022 Chip Seal Program



CITY OF PORT NECHES, TEXAS  
APRIL, 2006

**AGENDA ITEM****March 15, 2022**

Consider, possibly approve and authorize the County Judge to execute an Interlocal Agreement between Jefferson County and the City of Groves regarding street repairs pursuant to Chapter 791, Texas Government Code.



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Jeff R. Branick  
Jefferson County Judge

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Chris Borne  
Mayor, City of Groves



## CITY OF GROVES

STREETS & DRAINAGE DEPT.

### 2022 STREETS REHAB. LIST

- 1 ADAMS ST.- FROM HARRISON AVE. TO CLEVELAND AVE. 660 FT.
- 2 VAN BUREN BLVD. - FROM MAIN AVE. TO WILSON AVE. 2845 FT.
- 3 JACKSON BLVD. - FROM MAIN AVE. TO GARFIELD AVE. 1716 FT.
- 4 TERRELL ST. - FROM HWY 366 TO HWY 73 FEEDER RD. 9806 FT.
- 5 TAFT AVE. - FROM 25TH ST. TO HWY 87 FEEDER RD. 2295 FT.
- 6 KENT AVE - FROM MONROE BLVD TO VAN BUREN BLVD. 1280 FT
- 7 WOODLAWN DR - ALLISON AVE TO 32ND ST. 1412 FT

TOTAL : 17,322 FT.     3.79 MILES

### NEW FIRE STATION

- WASHINGTON BLVD. - FROM MAIN AVE. TO GULF AVE. 660 FT.
- DOYLE AVE. - FROM WASHINGTON BLVD. TO W.JEFFERSON BLVD. 660 FT.

TOTAL : 1320 FT.     ?

### STREETS & DRAINAGE

Joey Breaux

[jbreaux@cigrovestx.com](mailto:jbreaux@cigrovestx.com)

409-960-5703



# 2022 Chip Seal Program



CITY OF PORT NECHES, TEXAS  
APRIL, 2006

**AGENDA ITEM****March 15, 2022**

Consider, possibly approve and authorize the County Judge to execute an Interlocal Agreement between Jefferson County and the City of Nederland regarding street repairs pursuant to Chapter 791, Texas Government Code.

STATE OF TEXAS

)(

INTERLOCAL AGREEMENT

)(

COUNTY OF JEFFERSON

)(

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Nederland, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Nederland, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Nederland, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Nederland and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor, equipment and material to repair certain streets, in 2022, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Nederland shall furnish Precinct Two, with materials needed in exchange for the labor and equipment including 4,000 gallons of CRS-2 oil.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the \_\_\_\_ day of \_\_\_\_\_, 2022.

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Jeff R. Branick  
Jefferson County Judge

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Don Albanese  
Mayor, City of Nederland



## City of Nederland

P.O. Box 967 • Nederland, Texas 77627 • (409) 723-1503 • FAX (409) 723-1550

Don Albanese, Mayor  
Talmadge Austin, Mayor Pro-Tem  
Billy Neal, Councilmember  
Randy Sonnier, Councilmember  
Sylvia Root, Councilmember  
Christopher Duque, City Manager

February 28, 2022

Darrell Bush  
Jefferson County Commission, Pct. 2  
Road & Bridge Precinct 2  
7759 Viterbo Road  
Beaumont, Texas 77705

Re: **2022 STREET PROJECTS**

Dear Commissioner Bush:

The City of Nederland appreciates the opportunity to solicit assistance from Precinct 2 with the City's 2021 Street Program. The City requests the County's with the following streets:

BOMAG AND CHIP SEAL	WIDTH	LENGTH
11 <sup>th</sup> Street - Boston Ave to Detroit	20	550
Chicago Ave - 11 <sup>th</sup> St. to 11 <sup>th</sup> St.	20	170
Franklin Ave - 16 <sup>th</sup> St. to 21st	20	1,550
Avenue I - 14 <sup>th</sup> St. to Twin City Hwy	20	1,000
Kent Ave - 12 <sup>th</sup> St. to Twin City Hwy	20	680
Avenue A - S. 12 <sup>th</sup> St. to S. 14 ½ St.	20	970
Avenue G - S. 37 <sup>th</sup> St. to Hardy Ave	20	450
Total Lf		5,370

City resources are prepared to assist with the Precinct's efforts. If you have any questions or concerns, please contact me at my Office at (409) 723-1503 or via email at [cduque@ci.nederland.tx.us](mailto:cduque@ci.nederland.tx.us). Thank you.

Sincerely,

Christopher Duque,  
City Manager

Cc: Robert Woods, PW Director

*"Programmed for Progress"*

Bomag	Width	Length	Year	Notes
Map Color				
11th Street- Boston Ave to Detroit	20	550	21/22	
Chicago- 11th Street to 11th Street	20	170	21/22	
Franklin- 16th Street to 21st Street	20	1550	21/22	
Ave I- 14th Street to Twin City Hwy	20	1000	21/22	
Kent- 12th to Hwy 347	20	680	21/22	
Ave A- South 12th to South 14 1/2	20	970	21/22	
Ave G- South 37th to Hardy	20	450	21/22	
		Lf	Miles	
		5370	1.02	

Bomag	Width	Length	Year	Notes
<i>Map Color</i>				
11th Street- Boston Ave to Detroit	20	550	<b>21/22</b>	
Chicago- 11th Street to 11th Street	20	170	<b>21/22</b>	
Franklin- 16th Street to 21st Street	20	1550	<b>21/22</b>	
Ave I- 14th Street to Twin City Hwy	20	1000	<b>21/22</b>	
Kent- 12th to Hwy 347	20	680	<b>21/22</b>	
Ave A- South 12th to South 14 1/2	20	970	<b>21/22</b>	
Ave G- South 37th to Hardy	20	450	<b>21/22</b>	
		Lf	Miles	
		5370	1.02	

**AGENDA ITEM****March 15, 2022**

Consider, possibly approve, authorize the County Judge to execute, receive and file Agreement Between the Department of the Army and Jefferson County for the Design of the Jefferson County Ecosystem Restoration Project. (This is part of agreement between Jefferson County and the General Land Office who is funding this project for the County.)



**DEPARTMENT OF THE ARMY**  
 U.S. ARMY CORPS OF ENGINEERS, SOUTHWESTERN DIVISION  
 1100 COMMERCE STREET, SUITE 831  
 DALLAS, TX 75242-1317

CESWD-ZA

2 Mar 22

MEMORANDUM FOR Commander, U.S. Army Corps of Engineers, Galveston District  
 (CESWG-ZA), P.O. Box 1229, Galveston, TX 77553-1229

SUBJECT: Jefferson County Ecosystem Restoration Project Design Agreement (DA)

1. References:

a. CESWG-ZA memorandum dated 25 January 2022, Design Agreement (DA)  
 Between the Department of the Army and Jefferson County, Texas and Sabine-Neches  
 Navigation District for the Jefferson County Ecosystem Restoration Project, Texas.

b. CECW-P memorandum dated 10 December 2015 (with model updates as of  
 November 6, 2019), (Approved Model Design Agreement (DA)).

2. Pursuant to reference 1.b., I hereby approve the enclosed subject Design Agreement  
 and delegate authority to the Commander, Galveston District, U.S. Army Corps of  
 Engineers to execute the DA with Jefferson County, Texas.

3. This delegation shall expire on 30 April 2022, unless it is extended in writing. Further,  
 this delegation may be revoked at any time. An electronic copy of the executed DA is to  
 be provided to CESWD-PDC upon execution.

4. Any questions should be addressed to Ms. Becky Moyer at phone (469) 487-7038.

BECK.CHRISTOPHER.G  
 ARRECHT.1042463899  
 Digitally signed by  
 BECK.CHRISTOPHER.GARRECHT.  
 1042463899  
 Date: 2022.03.02 17:11:39 -06'00'

Encl

CHRISTOPHER G. BECK, P.E  
 Brigadier General, USA  
 Commanding

AGREEMENT  
 BETWEEN  
 THE DEPARTMENT OF THE ARMY  
 AND  
 JEFFERSON COUNTY, TEXAS  
 FOR DESIGN OF THE  
 JEFFERSON COUNTY ECOSYSTEM RESTORATION PROJECT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Galveston District (hereinafter the "District Commander") and the Jefferson County, Texas (hereinafter the "Non-Federal Sponsor"), represented by the County Judge for the Jefferson County, Texas.

WITNESSETH, THAT:

WHEREAS, Federal funds in the amount of \$745,716.13, remaining from the Feasibility Phase, were reallocated to initiate design of Jefferson County Ecosystem Restoration Project;

WHEREAS, based on the Project's primary project purpose of ecosystem restoration, the parties agree that the Non-Federal Sponsor shall contribute 35 percent of the total design costs under this Agreement; and

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" means construction of 5,170 linear feet of armoring along the southern bank of the Gulf Intracoastal Waterway (GIWW) and restoration of 6,048 acres of brackish marsh habitat in six restoration units, consisting of planting native species and removing invasive species within the restoration units in the area known as Keith Lake, as generally described in the Jefferson County Ecosystem Restoration Feasibility Study, Integrated Feasibility Report and Environmental Assessment, dated June 2019 and approved by Chief of Engineers on September 12, 2019.

B. The term "Design" means performing detailed pre-construction engineering and design, including preparation of plans and specifications for the initial construction contract for the Project.

C. The term "total design costs" means the sum of all costs that are directly related to the Design and cost shared in accordance with the terms of this Agreement. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government's costs for engineering and design, economic and environmental analyses, and

evaluation; for contract dispute settlements or awards; for supervision and administration; for Agency Technical Review and other review processes required by the Government; for response to any required Independent External Peer Review; and the Non-Federal Sponsor's creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Design Coordination Team to discuss significant issues and actions; audits; or an Independent External Peer Review panel, if required; or the Non-Federal Sponsor's cost of negotiating this Agreement.

D. The term "in-kind contributions" means those materials or services provided by the Non-Federal Sponsor that are identified as being integral to design of the Project by the Division Commander for the Southwestern Division (hereinafter the "Division Commander"). To be integral, the material or service must be part of the work that the Government would otherwise have undertaken for design of the Project. In-kind contributions also include any investigations performed by the Non-Federal Sponsor to identify the existence and extent of any hazardous substances that may exist in, on, or under real property interests required for the Project.

E. The term "fiscal year" means one year beginning on October 1<sup>st</sup> and ending on September 30<sup>th</sup> of the following year.

## ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Design using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations. If the Government and non-Federal interest enter into a Project Partnership Agreement for construction of the Project, the Government shall include the total design costs in the calculation of construction costs for the Project in accordance with the terms and conditions of the Project Partnership Agreement.

B. The Non-Federal Sponsor shall contribute 35 percent of total design costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its cost share for the initial fiscal year of the Design. No later than 60 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.

2. No later than August 1<sup>st</sup> prior to each subsequent fiscal year of the Design, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No

later than September 1<sup>st</sup> prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.

C. The Government shall credit towards the Non-Federal Sponsor's share of total design costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind contributions integral to the Design, including associated supervision and administration. Such costs shall be subject to audit in accordance with Article VII to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any items provided or performed prior to the effective date of this Agreement unless covered by an In-Kind Memorandum of Understanding; for any items not identified as integral in the integral determination report; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

3. No reimbursement will be provided for any in-kind contributions that exceed the Non-Federal Sponsor's share of the total design costs under this Agreement. As provided in Article II.A., total design costs, including credit for in-kind contributions, shall be included in the calculation of construction costs for the Project in accordance with the terms and conditions of the Project Partnership Agreement.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsor shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. If Independent External Peer Review (IEPR) is required for the Design, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in the total design costs.

H. In addition to the ongoing, regular discussions of the parties in the delivery of the Design, the Government and the Non-Federal Sponsor may establish a Design Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Design Coordination Team shall be included in the total design costs. The Non-Federal Sponsor's costs for participation on the Design Coordination Team shall be paid solely by the Non-Federal Sponsor without reimbursement or credit.

### ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, total design costs are projected to be \$1,670,000, with the Government's share of such costs projected to be \$1,086,000, the Non-Federal Sponsor's share of such costs projected to be \$584,000, which includes creditable in-kind contributions projected to be \$0 and the amount of funds required to meet its cost share projected to be \$584,000. These amounts are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated total design costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Design.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, Galveston District (M3)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of the total design costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of the total design costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Design and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds or if requested by the Non-Federal Sponsor, apply the excess amount towards the non-Federal share of the cost of construction of the Project in the event a Project Partnership Agreement is executed for the Project. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of total design costs, including contract claims or any other liability that may become known after the final accounting.

#### ARTICLE IV - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate Design unless the Assistant Secretary of the Army (Civil Works) determines that continuation of the Design is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

B. If the Government determines at any time that the Federal funds made available for the Design are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar day, and upon exhaustion of such funds, the Government shall suspend Design until there are sufficient Federal funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow Design to resume.

C. In the event of termination, the parties shall conclude their activities relating to the Design and conduct an accounting in accordance with Article III.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

#### ARTICLE V - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the Design, except for damages due to the fault or negligence of the Government or its contractors.

## ARTICLE VI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

## ARTICLE VII - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Design. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Design shall not be included in total design costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

## ARTICLE VIII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

## ARTICLE IX - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

County Judge, Jefferson County  
P.O. Box 4025  
Beaumont, Texas 77704

If to the Government:

District Engineer  
USACE Galveston District  
P.O. Box 1229  
Galveston, TX 77553

B. A party may change the recipient or address for such communications by giving written notice to the other party in the manner provided in this Article.

#### ARTICLE X - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

#### ARTICLE XI - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

JEFFERSON COUNTY, TEXAS

BY: \_\_\_\_\_  
TIMOTHY R. VAIL  
Colonel, U.S. Army  
District Commander

BY: \_\_\_\_\_  
JEFF R. BRANICK  
County Judge

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

February 1, 2022

Jack Brooks Regional Airport  
5000 Jerry Ware Dr. Suite 100  
Beaumont, TX 77705

Attn: Alex Rupp

Dear Mr. Rupp :

This letter outlines the services to be provided and terms of business under which e.Sullivan Advertising and Design, Inc. is to be appointed Marketing Communications Agency for Jack Brooks Regional Airport, commencing February 1, 2022) or such date as shall be agreed and ending September 30, 2022.

The service that e. Sullivan Advertising and Design and staff will provide are summarized as follows:

1. Develop communications plans and budget estimates based on your marketing objectives and strategies. If possible, we will endeavor to relate these plans to measured objectives to determine effectiveness. We will also assist in developing marketing objectives and strategies if desired.
2. Provide all creative, production and media services to develop advertisements, commercials, media advertising plans, direct mail, billboards, brochures and other projects as required by the plan and as agreed to by the client. Arrange photography, printing, display construction, publicity, etc., as needed. Carry through production in all aspects to completion.
3. Provide continuous, as-needed, account service and consultation to ensure prompt completion of projects.
4. Provide public relations counsel on matters corporate or marketing, and maintain on-going publicity projects in accordance to the plan.
5. Develop and implement specialized areas of promotion as needed such as internal communications, telemarketing, direct response, sales presentations, incentive promotions, etc.
6. Maintain internal procedures that ensure budget control, prompt billing and quality control.

7. Provide regular contact reports on all meeting decisions, regular financial and project status reports.

***Approval and authority are provided as follows:***

The agency will submit the following to the client for approval: all advertising plans and campaigns; copy, layouts, artwork, storyboards and scripts; media schedules, cost estimates of these various items when required; and other specified projects. The agency will therefore require the client's authority before ordering production materials, making contracts with suppliers and making reservation or contracts for media space or time.

***Agency compensation is provided for as follows:***

For the purposes of this agreement, we are estimating our creative & production services to include but not limited to the following:

- Billboard Design
- Television / Radio Production
- Newspaper / Magazine Advertisement Design
- Web Banner Advertisement Design

All media and outside services, such as artwork and mechanicals, as well as out-of-pocket expense, are charged to the clients. Project time for creative and production services, public relations services and special projects such as research are provided on an hourly rate basis and billed by project.

Although, we will only bill for time actually spent on these various projects and services, we agree that the total billing charges for all work done including creative design, media placement, fees, etc., will not exceed \$39,000.00.

Budget estimates are provided for all programs and, where necessary, quotations on individual projects are supplied. The fee service arrangement will be reviewed at the end of ending date of this agreement and may be renewed for a longer term if agreed to by both parties. Cost accounting procedures are maintained, based on a time-keeping system. Fee arrangements will be reviewed and renegotiated as necessary in light of this experience.

***Responsibility for Mistakes***

Agency will proofread all materials, including those approved in by Airport, which Agency produces for Advertiser hereunder. Agency shall be responsible for any additional costs incurred by Airport as a result of errors by Agency or a Third-party Supplier in production or proofreading, or in connection with product information.

***Termination:***

1 Termination by Either Party : Either party may terminate this Agreement, for cause, by giving the other party thirty (30) days written notice of termination. If the cause given is a breach of an obligation set forth in Agreement, the party can request from the breaching party, in writing, to cure the breach within thirty (30) days of receiving notice.

2 Agency's General Obligations Upon Termination

Agency shall transfer, assign, and make available to Airport or its representative all property and material in the possession or control of Agency or any Third-party Supplier which, pursuant to the terms of this Agreement, is the property of Airport, including all information regarding Airport's marketing, advertising, and promotion concepts and plans, and all orders, contracts, and other arrangements for unused space, time, services, and materials. Upon transfer, Airport shall assume all future obligations and liabilities incurred by Agency and authorized by Airport in accordance with this Agreement in connection with the transferred materials. If any contracts made and authorized by Airport in accordance with this Agreement cannot be transferred, Agency shall complete the performance of such contracts, which will be paid for by Airport in the manner described in this Agreement.

3 Agency's Media Obligations Upon Termination

Upon termination of this Agreement, Agency shall assign to the entity/agency designated by Airport all media buy commitments entered into by Agency on behalf of Airport, provided that Airport has authorized such commitments in accordance with this Agreement. In the event such authorized media buy commitments are non-assignable, Airport shall have the right to make the payments due under such media commitments directly to the Media Vendor.

4 Airport's Obligations Upon Termination

Airport will be liable to pay only for Agency Services actually rendered prior to the effective date of termination which includes costs associated with agreements, contracts, purchased services or products on behalf of Airport by Agency with Airport approval or by terms of the Agreement.

***Billing procedures are as follows:***

All invoices will be billed on or about the first (1<sup>st</sup>) of each month following the month when production & creative services took place. Production billing is itemized in terms of creative services, talent costs, computer art-work, photography, printing, etc., and billed by projects. Where a large project is required, agreement may be sought to invoice as work-in-progress, one-third (1/3) of estimated cost at commencement, one-third (1/3) on approval of camera-ready art, and final detailed invoice on delivery.

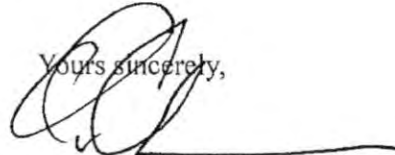
Our terms are net thirty (30) days from date of receipt of invoice.

If there are any questions concerning our billing procedures we will be pleased to answer them at any time.

All that we need from you to proceed is a copy of this Letter of Agreement signed by an officer of the company acknowledging the terms of business as detailed. A copy is provided for this purpose.

We look forward to a long, mutually beneficial relationship and to contributing to the achievement of Jack Brooks Regional Airport's long term plan.

Yours sincerely,

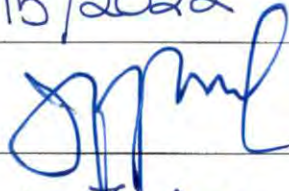


Eric Sullivan  
e.Sullivan Advertising & Design

Terms and conditions accepted by client:

Date: 03/15/2022

Signature:




Title: County Judge

Company: Jefferson County



ATTEST  
DATE

  
3-15-22

**Special, March 15, 2022**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, March 15, 2022