

Notice of Meeting and Agenda
September 20, 2022

Special, 9/20/2022 10:30:00 AM

BE IT REMEMBERED that on September 20, 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

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:

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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
September 20, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **20th** day of **September 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** meeting 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:

9:45 a.m. - Announcement of an executive (closed) session, pursuant to Texas Government Code Sec. 551.074 to deliberate regarding personnel matters.

10:00 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.071 to consult with out attorney regarding pending or anticipated litigation.

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

https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: # The

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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: Vernon Pierce, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Darrell Bush, Commissioner, Precinct Two

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PURCHASING:

- (a). Consider and approve, execute, receive and file renewal for (IFB 19-062/YS) Term Contract for Liquid Soil Stabilizer for Jefferson County for a third (1) one year renewal with Base-Seal International, Inc. from November 9, 2022 to November 8, 2023.

SEE ATTACHMENTS ON PAGES 14 - 15

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (b). Consider and approve, execute, receive and file Amendment No. 2 (two) to contract (IFB-029/YS) Term Contract for Pest Control Services for Jefferson County. This amendment will add service locations for Ben Rogers Visitor's Center, located at 5055 Interstate 10 S, Beaumont, TX 77705 at a rate of \$21.67 per month which is \$65.00 quarterly and add service for Jefferson County Service Center, located at 7789 Viterbo Rd, Beaumont, TX 77705 at a rate of \$28.33 per month which is \$85.00 quarterly.

SEE ATTACHMENTS ON PAGES 16 - 16

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve budget transfer – Road & Bridge Pct. 1 – repairs to building from storm damage.

SEE ATTACHMENTS ON PAGES 17 - 18

111-0105-431-4009	BUILDINGS AND GROUNDS	\$5,685.00	
111-0102-431-3001	ASPHALT		\$5,685.00

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (b). Consider and approve budget transfer– Road & Bridge Pct. 1 – purchase of welding machine.

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SEE ATTACHMENTS ON PAGES 19 - 20

111-0109-431-6018	POWER TOOLS & APPLIANCES	\$6,295.00	
111-0109-431-6042	TRUCKS & TRAILERS		\$6,295.00

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

(c).Consider and approve budget transfer – Road & Bridge Pct. 3 – additional cost for fuel.

SEE ATTACHMENTS ON PAGES 21 - 21

113-0305-431-3037	GASOLINE	\$2,000.00	
113-0305-431-3034	DIESEL FUEL	\$3,000.00	
113-0302-431-1098	OVERTIME ALLOWANCE		\$5,000.00

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

(d).Consider and approve budget amendment – Service Center– additional cost for fuel and benefits.

SEE ATTACHMENTS ON PAGES 22 - 22

120-8095-417-3037	GASOLINE	\$50,000.00	
120-8095-417-2001	F.I.C.A. EXPENSE	\$500.00	
120-8095-417-2003	EMPLOYEES' INSURANCE	\$3,000.00	
110-2027-412-5055	PETIT JURORS		\$53,500.00

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

(e).Consider and approve budget amendment– Jail – additional cost for fuel and benefits.

SEE ATTACHMENTS ON PAGES 23 - 23

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120-3062-423-4004	AIRPLANE FUEL	\$20,000.00	
120-3062-423-2003	EMPLOYEES' INSURANCE	\$30,000.00	
120-3059-421-1043	DEPUTIES		\$50,000.00

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (f).Consider and approve budget amendment – County Morgue – additional cost for contractual payments.

SEE ATTACHMENTS ON PAGES 24 - 24

120-3080-421-5077	CONTRACTUAL SERVICE	\$150,000.00	
110-2027-412-5055	PETIT JURORS		\$36,000.00
120-1024-419-5077	CONTRACTUAL SERVICE		\$114,000.00

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (g).Receive and file Sheriff and Constables' Fees to be effective January 1, 2023.

SEE ATTACHMENTS ON PAGES 25 - 25

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (h).Receive and file the VINE (Victim Information & Notification Everyday) Program service agreement with Appriss for 09/01/22-08/31/23. Cost of contract is reimbursed by the Office of the Attorney General.

SEE ATTACHMENTS ON PAGES 26 - 40

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

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- (i). Consider and approve Resolution for 2023 Indigent Defense Formula Grant Application.

SEE ATTACHMENTS ON PAGES 41 - 41

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (j). Consider and approve acceptance of 2022 Port Security Grant Program from the US Department of Homeland Security. Federal award portion is \$57,172 with cost match of \$8,589 to be provided by the Marine Division.

SEE ATTACHMENTS ON PAGES 42 - 55

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (k). Regular County Bills – check # 498826 through check #499094.

SEE ATTACHMENTS ON PAGES 56 - 66

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (l). Consider and Approve 2020 Flood Mitigation Assistance (FMA) grant with the Texas Water Development Board for the elevation of five homes in Jefferson County. Grant amount is \$1,010,727.90 with no match.

SEE ATTACHMENTS ON PAGES 67 - 189

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (m). Discuss submitting request to the General Land Office to change the construction method for Project Ditch 110-B from Contract to Force Account Labor (FAL). The FAL would be provided by Drainage District #6.

SEE ATTACHMENTS ON PAGES 190 - 190

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Motion by: Alfred
Second by: Pierce
In Favor: Branick, Pierce, Bush, Sinegal, Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

- (a). Conduct a public hearing regarding an amendment to the Property Tax Abatement Agreements with Coastal Caverns, L.P regarding phases 1 through 5 of that project pursuant to Texas Property Tax Code Chapter 312.401 et seq. and the merger of Coastal Caverns L.P into Energy Transfer Spindletop LLC,.

Judge Branick opened the floor for the Public Hearing. Being no comments, the Public Hearing was closed.

NO ATTACHMENTS

Motion by: Bush
Second by: Sinegal
In Favor: Branick, Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (b). Consider and possibly approve an amendment to the Property Tax Abatement Agreements with Coastal Caverns, L.P regarding phases 1 through 5 of that project pursuant to Texas Property Tax Code Chapter 312.401 et seq. and the merger of Coastal Caverns L.P into Energy Transfer Spindletop LLC,

NO ATTACHMENTS

Motion by: Sinegal
Second by: Pierce
In Favor: Branick, Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (c). Consider and possibly approve and authorize the County Judge to execute the Collective Bargaining Agreement between Jefferson County, Texas and the Jefferson County Deputy Constables Association for October 1, 2022 through September 30, 2025.

SEE ATTACHMENTS ON PAGES 191 - 222

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Motion by: Sinegal
Second by: Pierce
In Favor: Branick, Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (d).Consider and possibly approve a Proclamation for National Voter Registration Day.

SEE ATTACHMENTS ON PAGES 223 - 223

Motion by: Alfred
Second by: Pierce
In Favor: Branick, Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (e).Receive and file Second Amendment to the Property Tax Abatement Agreement between Jefferson County and Port Arthur LNG (Sempra) pursuant to Property Tax Code Sec. 312.401et seq.

SEE ATTACHMENTS ON PAGES 224 - 227

Motion by: Sinegal
Second by: Pierce
In Favor: Branick, Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (f).Conduct public hearing on property tax increase for the 2022-2023 budget year. The proposed tax rate is \$.363184, which is \$.025012 above the no-new tax rate.

No vote is required to conduct the Public Hearing. Judge Branick opened the Public Hearing. Being no comment, Judge Branick closed the Public Hearing

NO ATTACHMENTS

Action: NONE

- (g).Consider and approve Order to adopt tax rate at \$.363184 cent per \$100 valuation. Tax rate is \$.343268 for maintenance and operations and \$.019916 for debt service.

SEE ATTACHMENTS ON PAGES 228 - 229

Motion by: Bush
Second by: Sinegal
In Favor: Branick, Pierce, Bush, Sinegal, Alfred
Action: APPROVED

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- (h).Conduct public hearing on proposed 2022-2023 Jefferson County Budget.

Judge Branick opened the floor for the Public Hearing. Being no comment, Judge Branick closed the Public Hearing.

NO ATTACHMENTS

Action: NONE

- (i).Adopt the 2022-2023 Budget.

SEE ATTACHMENTS ON PAGES 230 - 364

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (j).Consider and ratify the property tax increase reflected in the adopted budget.

NO ATTACHMENTS

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (k).Consider, possibly approve and authorize the County Judge to execute the Edward Byrne Justice Assistance Grant (JAG) Program Award for FY 2022.

SEE ATTACHMENTS ON PAGES 365 - 370

Motion by: Sinegal

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

COUNTY TREASURER:

- (a).Receive and File Investment Schedule for August, 2022, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 371 - 373

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Motion by: Alfred
Second by: Pierce
In Favor: Branick, Pierce, Bush, Sinegal, Alfred
Action: APPROVED

- (b). Consider and approve wire for \$60.00 to cover Safekeeping Fees from Wells Fargo Securities for the month of August, 2022.

SEE ATTACHMENTS ON PAGES 374 - 374

Motion by: Alfred
Second by: Pierce
In Favor: Branick, Pierce, Bush, Sinegal, Alfred
Action: APPROVED

ENGINEERING DEPARTMENT:

- (a). Consider and possibly approve the Plat of Boudreaux Place, 4.763 Acres of Land, replat of Part of Part of Lots 4 & 5 Block 14, Orange Farms, Jefferson County, Texas. The property is off of F.M. 365 in Precinct No. 2. This Plat is located in the City of Port Arthur ETJ and has met the City of Port Arthur's and Jefferson County's platting requirements.

SEE ATTACHMENTS ON PAGES 375 - 375

Motion by: Bush
Second by: Sinegal
In Favor: Branick, Pierce, Bush, Sinegal, Alfred
Action: APPROVED

ENVIRONMENTAL CONTROL:

- (a). Consider and possibly approve Environmental Control's application for the NEHA-FDA Retail Flexible Funding Model (RFFM) Grant Program. This is a fully funded grant request in the amount of approximately \$26,500 and requires no cash match from the county.

NO ATTACHMENTS

Motion by: Sinegal
Second by: Alfred
In Favor: Branick, Pierce, Bush, Sinegal, Alfred
Action: APPROVED

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- (b). Consider and possibly approve Out-of-State travel to Denver, Colorado for Angela Caraway on November 7, - November 10, 2022 for the Retail Program Standards NEHA-FDA RFFM Mentorship Program Meeting which is funded by NEHA-FDA as part of the Mentorship grant we received and at no cost to the County.

SEE ATTACHMENTS ON PAGES 376 - 376

Motion by: Sinegal

Second by: Alfred

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

OTHER BUSINESS:

*****DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA
WITHOUT TAKING ACTION.**

Receive reports from Elected Officials and staff on matters of community interest without taking action.

Jeff R. Branick
County Judge

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Special, September 20, 2022

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 20, 2022.

**CONTRACT RENEWAL FOR IFB 19-062/YS
TERM CONTRACT FOR LIQUID SOIL STABILIZER FOR
JEFFERSON COUNTY**

The County entered into a contract with Base-Seal International, Inc. for one (1) year, from November 12, 2019 to November 11, 2020, with an option to renew the contract for up to a five (5) year period.

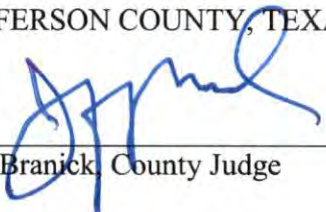
Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 9, 2022 to November 8, 2023.

ATTEST:

JEFFERSON COUNTY, TEXAS

 9-20-2022

Laurie Leister, County Clerk



Jeff Branick, County Judge



CONTRACTOR:

Base-Seal International, Inc.




(Name)

IFB 19-062/YS

Term Contract for Liquid Soil Stabilizer for Jefferson County

Awarded: Tuesday, November 12, 2019

Renewal 1: 11/11/2020 – 11/10/2021

Renewal 2: 11/10/2021 – 11/09/2022

Updated: 11/09/2021

	Base Seal International
Price Per Gallon	\$22.00
Drum Size	55 gallons
Dilution Rate	Dilute with water necessary to achieve 3% over optimum moisture content at the appropriate rate of 14.5 fluid ounces per CY of soil to be treated
Coverage Rate Linear Feet Per Gallon	23.5

Base-Seal International, Inc.
 9107 Hudson Court
 Houston TX 77024
 attn: Carol and Danny Bowers
base-seal@att.net
 ph: 281-497-7743
 fx: 855-311-8604



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

AMENDMENT II TO CONTRACT

September 13, 2022

Aattaboy Termite & Pest Control
 1417 Magnolia Ave., Suite B
 Pt. Neches, TX 77651
 Attention: Mr. Papania

Dear Mr. Papania:

This letter will serve as Amendment II (two) to contract IFB 19-029/YS, Term Contract for Pest Control Services for Jefferson County.

Amendment II (two) will add service for Jefferson County Ben Rogers Visitor's Center, located at 5055 Interstate 10 S, Beaumont, TX 77705 at a rate of \$21.67 per month which is \$65.00 quarterly. This Amendment II (two) will add service for Jefferson County Service Center, located at 7789 Viterbo Rd, Beaumont, TX 77705 at a rate of \$28.33 per month which is \$85.00 quarterly.

Please sign below, and return to me via fax (409) 835-8456 or E-Mail (mreeves@co.jefferson.tx.us).


 Aattaboy Termite & Pest Control

9-14-22
 Date


 Jeff R. Brannick
 Jefferson County Judge

9-20-2022
 Date

ATTEST:

 Laurie Liester
 County Clerk, Jefferson County

9-20-2022
 Date



Jefferson County Courthouse
1149 Pearl St., 4th Floor
Beaumont, Texas 77701



Office (409) 835-8442
Fax (409) 835-8628
vernon.pierce@jeffcotx.us

Vernon Pierce
Jefferson County
Commissioner Pct. #1

MEMORANDUM

TO: Fran Lee, Auditing
FROM: Pct. #1 Road and Bridge
DATE: 09-13-22
RE: Funds Transfer

Transfer to Acct. #	111-0105-431-40-09	Buildings & Grounds	\$5,684. ⁵ 11	
Transfer from Acct. #	111-0102-431-30-01	Asphalt		\$5,684. ⁵ 44

Please put this on the next Commissioner's Court meeting.
Transfer is requested for repairs to metal building damaged by wind storm.

Thank you,

Pct. #1 Road and Bridge

Store Information

Metal Mart #13
 24146 IH 10
 I-10 & Rose City Exit
 Vidor, TX 77662
 Phone Number: (409) 769-0630
 Fax Number: (409) 769-9761
 Email: metalmart13@mcclroymetal.com



Quote No: 021305016250
 Quote Date: 09/02/2022
 Transaction No: 44259

QUOTE**Customer Information**

Customer Number: 269321
 Address Info:
JEFFERSON COUNTY
 ATTN: SHEILA
 1149 PEARL STREET 7TH FLOOR
 BEAUMONT, TX 77701-3635
 Phone Number(Work): (409) 835-8500
 Fax Number: (409) 839-2369
 Email: mangelte@co.jeffersontx.us

Shipping Information

Pickup From Store

Line No	Taxable	Item Number	Description	Qty	Length	U/M	Ext. Qty	Price	Ext. Price
1	Y	80227	3" X 3" X 14 GA X 20' G90 GALV SQ TUBING	3		EA	3.00	\$73.5531	\$220.66
2	Y	73840	RED PRIMED CEE 6 X 2 1/2 14 GA	12	20' 0"	LF	240.00	\$3.9142	\$939.41
3	Y	77250	RED PRIMED CHANNEL 6 3/16 X 2 14 GA	15	20' 0"	LF	300.00	\$3.3123	\$993.69
4	Y	80089	R-PANEL GALVALUME PLUS PRD 26 GA X 38 1/4 GR80	25	16' 0"	LF	400.00	\$3.6661	\$1,466.44
			Packaging: 5						
5	Y	80089	R-PANEL GALVALUME PLUS PRD 26 GA X 38 1/4 GR80	25	20' 0"	LF	500.00	\$3.6661	\$1,833.05
			Packaging: 5						
6	Y	93677	#12-14 X 1 1/4" SD SEALER PLAIN	1400		EA	1,400.00	\$0.1129	\$158.06
7	Y	93697	1/4-14 X 7/8" LAP SD SEALER PLAIN	700		EA	700.00	\$0.1040	\$72.80

Number of Items: 7
 Total Weight: 4,080.95

Non Tax Items:	\$ 5,684.11
Taxed Items:	\$ 0.00
Sub Total:	\$ 5,684.11
Sales Tax Exempt:	\$ 0.00
Total Amount:	\$ 5,684.11

This is a price quotation for the materials listed only. It is not a bid for a construction job or a completed building. If additional material is needed, it must be purchased at current price. Pricing is subject to change without notice. Metal Mart does not engage in, nor is it responsible for the following: general contracting, proper installation of material, endorse or recommend specific contractors for installation, guarantee work performed by any contractor. Any contractors' names provided by Metal Mart are offered only as a convenience to our customers, and we strongly suggest checking references of any contractor before selecting one.

Jefferson County Courthouse
1149 Pearl St., 4th Floor
Beaumont, Texas 77701



Office (409) 835-8442
Fax (409) 835-8628
vernon.pierce@jeffcotx.us

Vernon Pierce
Jefferson County
Commissioner Pct. #1

MEMORANDUM

TO: Fran Lee, Auditing
FROM: Pct. #1 Road and Bridge
DATE: 09-13-22
RE: Funds Transfer

Transfer to Acct. #	111-0109-431.60-18	Capital Power Tools & Appliances	\$6,295.00	
Transfer from Acct. #	111-0109-431.60-42	Capital Truck & Trailers		\$6,295.00

Please put this on the next Commissioner's Court meeting.
Transfer is requested to purchase a Welding Machine.

Thank you,

Pct. #1 Road and Bridge



25 NORTH 4TH STREET
Beaumont, TX 77701

Quote

For Inquiries Contact:

Phone: 409-838-3757

Fax:

www.coastalws.com

9/12/2022

Quote # : 1074878

Page: 1

Customer: JEFFERSON COUNTY PRECINCT #1

Customer #: 22006

Address: ROAD AND BRIDGE DIVISION
1149 PEARL
BEAUMONT, TX 77701-0000

Terms: NET 30 DAYS

Ship Method: CUST PICKUP

PO #: QUOTE

Salesperson: BEAUMONT HOUSE ACCOUNT

Item Number	Qty	UOM	Description	Unit Price	Extended
MIL 907791001	1.00	EA	MILLER BOBCAT 225 (KOHLER) W/ REMOTE START/STOP ; SN: _____	6295.000	\$6,295.00
Subtotal					6,295.00
Freight					0.00
Delivery					0.00
Total Tax					0.00
Grand Total					\$6,295.00

Welding Machine

ALL PRICES ARE VALID UNTIL 10/12/2022

IMPORTANT: Acceptance of this quotation is subject to standard terms and conditions of Coastal Welding Supply. Prices quoted are based upon quantities specified. Changes in quantity may necessitate price revisions. Coastal Welding Supply is a warranty repair center for most equipment manufacturers, providing on site repairs.

JEFFERSON COUNTY PRECINCT #1

Coastal Welding Supply

DATE: _____ SIGNATURE: _____

DATE: _____ SIGNATURE: _____

(No subject)

Shenita Keyes <Shenita.Keyes@jeffcotx.us>

Fri 9/9/2022 11:08 AM

To: Fran Lee <Fran.Lee@jeffcotx.us>

Please transfer funds from the overtime account at 113-0302-431-1098

\$2,000.00 to account 113-0305-431-3037

\$3,000.00 to account 113-0305-431-3034

Reason: purchase of Gas and Diesel

Thanks

Shenita Keyes

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: SEPTEMBER 13, 2022

The following budget amendment for Service Center is necessary for additional cost for fuel and employee benefits.

120-8095-417-3037	Gasoline	\$50,000
120-8095-417-2001	FICA	\$ 500
120-8095-417-2003	Employees Insurance	\$ 3,000
110-2027-412-5055	Petit Jurors	\$53,500

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: SEPTEMBER 13, 2022

The following budget amendment for Jail is necessary for additional cost for fuel and employee benefits.

120-3062-423-4004	Airplane Fuel	\$20,000
120-3062-417-2002	Employees Retirement	\$30,000
120-3059-421-1043	Deputies	\$50,000

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: SEPTEMBER 13, 2022

The following budget amendment for County Morgue is necessary for additional cost for contractual payments.

120-3080-421-5077	Contractual Services	\$150,000
110-2027-412-5055	Petit Jurors	\$ 36,000
120-1024-419-5077	Contractual Services	\$114,000

NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES OF JEFFERSON COUNTY, TEXAS EFFECTIVE January 1, 2023

On the 13th day of September 2022, the Commissioners' Court of Jefferson County, Texas, pursuant to the provisions of Section 118.131, Local Government Code, hereby set the following fees to be charged by the offices of Sheriff and Constables of Jefferson County, TX to become effective January 1, 2023

<u>County and District Courts</u>	<u>Service Fee</u>
Bill of Review	\$75.00
Citations – All types	\$75.00
Constable's Deed of Sale (All Courts)	\$100.00
Ex-Parte Protective Order	\$75.00
Notice By Publication	\$75.00
Notice of An Application for A Protective Order	\$75.00
Notice of Garnishment	\$75.00
Notice of Hearing	\$75.00
Notice of Substitute Trustee Sale	\$75.00
Notice to Show Cause	\$75.00
Notice to Take Deposition (Oral/Written)	\$75.00
Notice/Precept to Serve	\$75.00
Posting Written Notice– All types	\$75.00
Precept to Serve/Ex Parte Order	\$75.00
Protective Order	\$75.00
Subpoena/Summons	\$75.00
Tax Warrant	\$75.00
Temporary Ex Parte Protective Order	\$100.00
Turnover Order (All Courts)	\$ 100.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Attachment (All Courts)	\$175.00
Writ of Certiorari (All Courts)	\$150.00
Writ of Execution * Commissions: 10% w/sale(No Maximum) 5% without sale(No Max)	\$175 maximum 2 hours per deputy * \$ 50.00 per hour after 2 hours
Writ of Garnishment (All Courts)	\$175.00
Writ of Habeas Corpus (All Courts)	\$175.00
Writ of Injunction	\$150.00
Writ of Possession	\$175.00 \$ 50.00 per hour after 2 hours
Writ of Possession/(non-eviction) Personal Property	\$175.00
Writ of Re-Entry (All Courts)	\$175.00
Writ of Sequestration (All Courts)	\$200.00
Writ of Temporary Injunction/Restraining Order	\$150.00
Writ of Turnover Order	\$ 125.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Order of Sale (All Courts) * Commissions: 10% with sale (no maximum) 5% without sale (no maximum)	\$175.00 *
Order of Sale/Tax Without Order Commissions: 6% plus all cost 6% without order (no maximum)	\$175.00
<u>Justice of the Peace Courts</u>	
Eviction Citation (Forcible Entry/Detainer)	\$75.00
Justice Court Citation	\$75.00
Justice Court Subpoena	\$75.00
Magistrate Emergency Protective Order	\$75.00
Notice	\$75.00
Certified Mail	\$75.00
Writ of Retrieval	\$ 175.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Summons/Subpoenas	\$75.00
Writ of Assistance for Repossession of Aircraft	\$ 175.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Attachment	\$175.00
Writ of Execution * Commissions: 10% with sale (no maximum) 5% without sale (no maximum)	\$175 maximum 2 hours per deputy * \$ 50.00 per hour after 2 hours
Writ of Possession	\$ 175.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Possession/(non-eviction) Personal Property	\$175.00
Writ of Sequestration	\$200.00
Writ of Re-entry	\$175.00
Notice of Substituted Trustee Sale	\$75.00
Turn Over Order	\$ 100.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Commission to take Oral Deposition	\$75.00
<u>Warrants</u>	
Criminal Subpoena	\$5.00
Warrant -AFRS	\$50.00
Warrant for Arrest	\$50.00
Capias Pro Fine	\$60.00
Warrants (All Courts)	\$50.00
Distress Warrants	\$150.00
ALL OTHER WRITS NOT SPECIFICALLY LISTED	\$150.00

* With plaintiff to withhold or release levy, withhold collection, cancel or recall writ without Constable completing collection of judgment costs (except Tax Foreclosure Order of Sale) \$500

**PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

Contract No. 20222344900 –412– 01

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

WHEREAS OAG solicited offers to perform the development, implementation and execution of a Statewide Automated Victim Notification System (SAVNS) on behalf of the various Participating Entities and accepted the offer of Appriss Inc. ("Original Entity") in response to the Request for Offer (RFO) for SAVNS, **RFO #302-19-SAVNS, dated March 11, 2019;**

WHEREAS on or about October 1, 2021, Original Entity's subsidiary, Appriss Insights, LLC ("Vendor"), was acquired by TALX Corporation and OAG Contract #2002525 was assigned to Vendor by Original Entity to continue to provide the SAVNS following the acquisition;

WHEREAS OAG has certified and contracted with the newly formed Vendor as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement") a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, THIS CONTRACT is entered into by and between **Jefferson County, Texas** ("Named Entity") as a Participating Entity and VENDOR. Named Entity and VENDOR may be referred to in this Contract ("Contract") individually as "Party" or collectively as "Parties." The Parties, in consideration of their respective promises, agreements, and covenants contained and recited herein, hereby agree to the mutual obligations and performances described in this Contract as follows:

SECTION 1: CONTRACT TERM. This Contract shall commence on September 1, 2022 or on the date the final signature is affixed hereto, whichever is later ("Effective Date") and shall terminate on August 31, 2023 ("Initial Term"). This Contract may be renewed for one (1) additional one (1) year renewal term ("Renewal Term"), only to the extent the OAG Certification Agreement, attached hereto as Exhibit A, remains in effect, and in the sole and absolute discretion of Named Entity. If renewed, any Renewal Term shall begin on September 1 and end on August 31, always coinciding with the State's fiscal year. Each such Renewal Term shall be subject to all specifications and terms and conditions of this Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 below.

The Initial Term collectively with all Renewal Terms and all total extensions of services hereunder shall constitute the "Term" of the Agreement.

SECTION 2: CONTRACT DOCUMENTS.

Vendor and Named Entity agree to be bound by the provisions contained in the following documents ("Incorporated Documents"), which describe the required performances in more detail and are incorporated by reference herein in their entirety in the following order of precedence:

1. Special Provisions and Negotiated Terms ("Special Provisions") attached hereto and incorporated by reference;
2. This Contract;
3. OAG Certification Agreement including all attachments, and Addenda not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
4. Updated versions of the following forms as attached hereto and herein incorporated by reference:
 - (a) Form A: Execution of Offer and Vendor Assurances;
 - (b) Form F HUB Subcontracting Plan;

- (c) Form G: Vendor Information Form; (d) Form H: Cloud Security Questionnaire; and Form I: Business Continuity/Disaster Recovery Questionnaire;
- 5. OAG Standard Terms and Conditions as attached to the RFO, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
- 6. The RFO #302-19-SAVNS, dated March 11, 2019 including all posted documents, attachments, and Addenda (“RFO”), not attached hereto but known to and in the possession of both Parties and incorporated herein by reference; and
- 7. Vendor written response in submission to the RFO, as accepted, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference (“Vendor Response”); however, the Vendor Response as incorporated herein shall be considered to exclude Table 8 of the Response (p. 31) and the Proposed Exceptions to Exhibit A, Exhibit B, and Exhibit C of the Response (pp. 35-125).

If there is, and to the extent of, any conflict between the Incorporated Documents, such conflict will be resolved according to the order of precedence as set forth above. Capitalized terms used herein and not otherwise defined shall have the same meaning as in the applicable Incorporated Document.

SECTION 3: SERVICES TO BE PERFORMED BY VENDOR.

3.1 **Project.** Vendor agrees to configure, operate, maintain, support and provide Named Entity access to the SAVNS system as set forth in the RFO and the Vendor Response, (collectively the “Scope of Work” or “SOW”) which shall meet all of the requirements set forth in Section 4 of the RFO and Section 2 of the OAG Certification Agreement, all in accordance with the requirements of the Incorporated Documents referenced in Section 2 (“Project”).

3.2 **Scope of Services.** This Project includes but is not limited to the following services (collectively the “Participating Entity Services”):

(a) **VINE® (Victim Information and Notification Everyday).** VINE makes it easy for victims and concerned citizens to obtain timely information about criminal cases and the custody status of offenders held in local jails or state prisons. There are two versions of VINE that are currently supported by the Vendor: “Classic VINE” and “Enhanced VINE.” Original Entity and now Vendor have been in the process of migrating states from the Classic VINE platform to the entirely new Enhanced VINE platform since 2016. Enhanced VINE offers a new experience, going beyond notifications, and facilitating a greater degree of information sharing between public servants, victims, and service providers. It offers a suite of new and augmented features, incorporating self-service functionality, and providing the end-user with the ability to select preferred pathways of communication. The new platform brings transformative benefits to victims and victim service providers alike. Vendor’s long-term plan is to migrate all states to the Enhanced VINE technology platform to better serve the growing needs of victims of crime, victim advocates, law enforcement and criminal justice professionals.

(b) **VINE® Courts.** VINE Courts is a fully automated service that keeps crime victims and criminal justice professionals informed regarding the progress of their court cases. Users can access court information around the clock by calling a toll-free telephone number or logging on to www.vinelink.com. They can also register to be notified by phone, e-mail, text message, or TTY about upcoming court and hearing dates related to criminal justice proceedings, cancellations, continuances, disposition changes, and other events.

(c) **“VINE Software”** means VINE® and VINE® Courts (as detailed above and within the Vendor Response), including all designs, documents, inventions, software, copyrightable material, patentable and unpatentable subject matter, and all modifications, improvements, upgrades and derivative works made thereto.

(d) Vendor shall provide Named Entity access to VINE® and VINE® Courts pursuant to the requirements of the Incorporated Documents and at the rate included in the Pricing Index, incorporated herein as Exhibit B, for the term of this Contract. Vendor shall ensure Named Entity has access to the Classic VINE Platform upon commencement of this Contract but shall migrate Named Entity to the Enhanced VINE platform

within the Term of this Contract pursuant to the schedule agreed by Vendor and OAG under the terms of the OAG Certification Agreement.

3.3 Ownership of Vendor Intellectual Property; Licenses. Vendor retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor (the "Intellectual Property") in connection with the Services. Vendor hereby grants the OAG during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by Vendor of the VINE Services for the OAG's internal purposes only. Nothing herein shall grant the OAG a license to the source code of the VINE Software. Notwithstanding the foregoing, all documents, reports, plans, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor and required to be delivered to OAG by the Incorporated Documents shall be subject to Article V of the OAG Standard Terms and Conditions.

SECTION 4: SCHEDULE

4.1 Time is of the Essence. Time is of the essence in rendering of Participating Entity Services required by this Contract.

4.2 Performance Schedule. The Project shall be performed by Vendor according to a schedule to be mutually agreed by the Parties ("Schedule") which shall set forth the required delivery dates of each report, plan, or other deliverable as required by the Incorporated Documents.

SECTION 5: COMPENSATION AND INVOICING

5.1 Payments for Services Rendered. The Parties stipulate and agree that OAG is the statutory party charged with administering and providing grant funds to Participating Entities on a reimbursement basis for the Participating Entity Services rendered by the Vendor. Accordingly, OAG shall not be directly responsible for any payment to Vendor for Participating Entity Services provided to Named Entity hereunder. All payments for such Participating Entity Services shall be made by Named Entity in accordance with the agreed pricing index ("Agreed Pricing Index") incorporated herein as Exhibit B and pursuant to the terms of this Contract.

5.2 Recurring Fees. The Parties stipulate and agree that the Named Entity's total amount of compensation to be paid to Vendor in consideration of full, satisfactory performance of all Vendor's duties, services and obligations as set forth in this Contract, shall be billed on a recurring quarterly basis, in accordance with the Agreed Pricing Index, and not to exceed **\$7,350.79** per calendar quarter. ("Quarterly Fee").

5.3 Invoicing. The Participating Entity Services for the Project shall be performed for the Quarterly Fee, which will be billed and invoiced in accordance with the Agreed Pricing Index and pursuant to the terms of this Contract and the RFO. Invoices will contain all pertinent information such as this Contract number, the dates of Services rendered, and any outages or performances issues as identified in Section 7 of this Contract.

5.4 Invoice Submission. Prior to authorizing payment to Vendor, Named Entity shall evaluate Vendor's performance using the performance standards set forth in the SOW. Vendor shall provide invoices for Participating Entity Services no later than the 15th day following the end of the prior billing quarter in which the Participating Entity Services are rendered. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. By submission of the invoices, Vendor is warranting the following: (1) its invoices have been carefully reviewed to ensure that all invoiced services have been performed or delivered; (2) that the Participating Entity Services have been performed in compliance with all terms of the Contract and Incorporated Documents; and (3) all relevant performance and deliverables associated with such invoice have been successfully completed, accepted and all supporting documentation is attached. Upon the request of Named Entity, Vendor agrees to submit any additional documentation or explanation Named Entity may reasonably require. Subject to the foregoing, Named Entity must make all payments in accordance with the Texas Prompt Payment Act.

5.5 Appropriated Funds. Payments under this Contract are subject to the availability of appropriated funds. Whereas OAG provides grant dollars to the Named Entity as a reimbursement of the Quarterly Fees due hereunder, Vendor acknowledges and agrees that payments for Participating Entity Services provided under this Contract are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

SECTION 6: ADDITIONAL SERVICES

6.1 Additional Services. Named Entity may require the Vendor to perform additional services from among the optional services that are set forth in the SOW which are not included in the Participating Entity Services required under this Contract ("Additional Services"). Vendor shall offer any such Additional Services at the same rate as proposed in Vendor's Pricing Submission as attached and incorporated into the Vendor's Response.

6.2 Additional Services to be Mutually Agreed. No work or services shall commence, or products provided, unless and until the applicable fees, and all other impacts on the Project and Schedule as specified by Vendor are mutually agreed upon, in writing, by Named Entity and Vendor. No Additional Services or any applicable fees associated therewith shall be deemed to modify this Contract or obligations between Named Entity and Vendor except to the extent the Additional Services are mutually agreed upon, in advance in writing, and by both Named Entity and Vendor.

6.3 Liability for Additional Services. Vendor acknowledges and agrees that any Additional Services provided under this Contract are the sole responsibility of Named Entity. Any grant dollars issued by the OAG to Named Entity shall be utilized solely as a reimbursement for the Quarterly Fees incurred for Vendor's provision of the Participating Entity Services. OAG grant funds may not be used or obligated for any Additional Services provided hereunder.

SECTION 7: PERFORMANCE REPORTING AND REMEDIES

7.1 Performance Reports.

7.1.1 Project(s) Reporting. Pursuant to Section 4.2 of this Contract, Named Entity and Vendor shall agree on a Schedule to perform the Project which shall set forth the dates of each report, plan, or other deliverable as required by the Incorporated Documents. Notwithstanding the foregoing, Vendor shall provide Named Entity and/or the OAG with monthly written progress reports ("Progress Reports") of the Project's performance, which shall, at minimum, identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved. Additional performance related measurables shall be agreed upon between Named Entity and Vendor. For the avoidance of doubt, Vendor shall only provide Progress Reports related to implementation of the Project or unique projects for Named Entity. Progress Reports shall not be required for any portion of the Project already implemented as of the Effective Date.

7.1.2 Service Reporting. Upon Named Entity's written request, the Vendor, shall provide a report that includes the following national platform data for the prior month: SAVNS system down time, including the SAVNS core system, interface services, and notification interfaces.

7.2 Performance Remedies. In the event the Participating Entity Services provided by Vendor hereunder do not maintain a reliable 99.9% uptime-performance each calendar month for the SAVNS core system, Named Entity interface services, and notification interfaces, the Named Entity may withhold any Quarterly Fee due to the Vendor funds under Section 5 of this Contract based on a pro-rata amount equal to the duration of the outage for any prior billing quarter. The amount of withholding shall be calculated on a proportional amount for all Participating Entity Services provided to Named Entity in the billing quarter in which the monthly 99.9% uptime-performance requirement was not met. Accordingly, any outage in any portion of the SAVNS core system, Named Entity interface services, and notification interfaces for registered parties, shall be counted against the 99.9% uptime performance requirement.

Notwithstanding the foregoing, the Vendor shall not be responsible due to any delay caused by, and shall not have its uptime-performance impacted by: schedule amendments requested by the OAG (including any requests of Named Entity and any third party vendors of the OAG or the Named Entity); delays as the result of activity that is the responsibility of the OAG; delays that are otherwise agreed upon by the parties; any other delay not specifically addressed herein but that is otherwise caused by the acts or omissions of the OAG, Named Entity or any third party vendors of the OAG and Named Entity; and any delays caused by a Force Majeure Event as defined in the Section 15.10 of the OAG Standard Terms and Conditions.

SECTION 8: WARRANTIES

8.1 Vendor Warranties. In addition to any warranty obligations in the Incorporated Documents, Vendor hereby represents and warrants:

- (a) that Vendor shall perform the Project with the professional skill and care ordinarily provided by comparable professionals in the same industry;
- (b) that each of the Vendor employees and agents assigned to perform Vendor's obligations under this Contract and Incorporated Documents, shall have the skill and training to perform the Project in accordance with the foregoing standard of care, and that all work shall be produced in a professional and workmanlike manner;
- (c) that the SAVNS system shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (d) that all deliverables provided hereunder shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (e) that all Project performance and deliverables provided under the Contract are, and will be, free of all liens, claims and other restrictions, and that Named Entity's use and possession of such deliverables will not violate the terms or conditions of any license, confidentiality agreement, non-competition agreement, employment agreement or any other agreement to which Vendor, its agents, officers, employees or subcontractors may be subject;
- (f) that Vendor has the right to develop and assign all ownership rights in the deliverables to OAG as contemplated under this Contract, free from infringement claims, free from violations of unfair competition law, and free from violations of any other contract or law; and
- (g) that Vendor will implement reasonable and appropriate measures to prevent unauthorized disclosure or exposure of Named Entity Protected Data during Vendor's performance of the Participating Entity Services due under this Contract and the Incorporated Documents.

These representations and warranties are essential and material to Named Entity's willingness to enter into this Contract.

8.2 Warranty of Law. Vendor warrants and represents that to the best of its knowledge: (i) Vendor has full authority to enter into this Contract and to consummate the transactions contemplated hereby and (ii) this Contract is not prohibited by any other agreement to which Vendor is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Vendor shall indemnify and hold harmless Named Entity from and against any and all losses, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Named Entity, directly arising out of or resulting from said breach.

SECTION 9: DATA PROTECTION AND INFORMATION SECURITY

9.1 Definitions. Capitalized terms used herein shall have the meanings set forth in this Section 9.

(a) “Authorized Employees” shall mean Vendor’s employees who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents.

(b) “Authorized Persons” shall mean (i) Authorized Employees; and (ii) Vendor’s contractors or agents, as each is specified on Exhibit C to this Contract who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents, and who are bound in writing by confidentiality obligations sufficient to protect Named Entity Protected Data in accordance with the terms and conditions of this Contract.

(c) “Named Entity Protected Data” shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from the Named Entity or is otherwise received by Vendor from any person or entity registered to receive notifications from the SAVNS system, as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents which includes personally identifiable information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by agency policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas Business and Commerce Code §521.002(a)(2) or any other data or information which (i) has been marked as confidential by any party; (ii) whose confidential nature has been made known to the Vendor by the Named Entity or any individual registered to receive notifications under the SAVNS system; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

(d) “Personal Identifiable Information” shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(1).

(e) “Named Entity’s Data” shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from Named Entity or is otherwise received by Vendor as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents, without regard to whether such data includes the type of information included in the definition of Named Entity Protected Data.

(f) “Security Breach” means (i) any act or omission that materially compromises either the security, confidentiality or integrity of Named Entity Protected Data, or the physical, technical, administrative or organizational safeguards put in place by Vendor or any Authorized Persons that relate to the protection of the security, confidentiality or integrity of Named Entity Protected Data, (ii) receipt of a complaint in relation to the privacy practices of Vendor or any Authorized Persons or a breach or alleged breach of this Contract relating to such privacy practices.

(g) “Sensitive Personal Information” shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(2).

9.2 Standard of Care. (a) Vendor acknowledges and agrees that, during the course of its engagement by Named Entity, Vendor may receive or have access to Named Entity Protected Data. Vendor shall comply with the terms and conditions set forth in this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO) in its collection, receipt, transmission, storage, disposal, use and disclosure of both Named Entity Protected Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Named Entity Protected Data under its control or in its possession by all Authorized Employees and/or Authorized Persons. Vendor shall be responsible for and remain liable to Named Entity for the actions and omissions of all Authorized Persons that are not Authorized Employees

concerning the treatment of Named Entity Protected Data as if they were Vendor's own actions and omissions.

- (b) In recognition of the foregoing, Vendor agrees and covenants that it shall:
 - (i) keep and maintain all Named Entity Protected Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
 - (ii) use and disclose Named Entity Protected Data solely and exclusively for the purposes for which the Named Entity Protected Data, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Named Entity Protected Data for Vendor's own purposes or for the benefit of anyone other than the OAG or Named Entity in each case, without Named Entity's prior written consent or as permitted in subsection (c) below; and
 - (iii) not, directly or indirectly, disclose Named Entity Protected Data to any person or entity other than its Authorized Employees and/or Authorized Persons ("Unauthorized Third Party") without the prior express written consent from Named Entity, unless and to the extent required by applicable law or court order in which case, Vendor shall (1) use best efforts to notify OAG before such disclosure or as soon thereafter as reasonably possible; (2) be responsible for and remain liable to OAG for the actions and omissions of any Unauthorized Third Party concerning the treatment of such Named Entity Protected Data as if they were Vendor's own actions and omissions; and (3) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) relating to the treatment of Named Entity Protected Data.
- (c) Notwithstanding anything in the foregoing subsection (b), Vendor is authorized by Named Entity to utilize Named Entity Protected Data only to the extent such Named Entity Protected Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders;
- (d) Nothing in this Section 9.2 shall be construed to limit Vendor's use of non-confidential data made available to the public or otherwise in the public domain.

9.3 Information Security. (a) Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of Named Entity Protected Data does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to Texas Business and Commerce Code Chapter 521, Texas Administrative Code Chapter 202 and the Health Insurance Portability and Accountability of 1996 (HIPAA) and all amendments thereto.

- (b) Without limiting Vendor's obligations under Section 9.3(a) above, Vendor shall implement

administrative, physical and technical safeguards to protect Named Entity Protected Data. Vendor shall, upon request, submit to Named Entity security framework implemented in Vendor's organization, such as International Organization for Standardization's standards: ISO/IEC 27001:2013, Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Named Entity Protected Data is collected, accessed, used, stored, processed, disposed of and disclosed are in compliance with and in addition to the OAG Information Security Standards (Attachment 4 to the RFO).

(c) In addition to and inclusive of the requirements set forth in OAG Information Security Standards (Attachment 4 to the RFO), at a minimum, Vendor's safeguards for the protection of Named Entity Protected Data shall include: (i) limiting access of Named Entity Protected Data to Authorized Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Sensitive Personal Information stored on any mobile media; (vii) encrypting Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Named Entity Protected Data, and information from its other customers so that Named Entity Protected Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with any applicable state or federal law; and (x) providing appropriate privacy and information security training to Vendor's employees, contractors, or agents.

(d) During the term of each Authorized Employee's employment by Vendor, Vendor shall at all times cause such Authorized Employees to abide strictly by Vendor's obligations under this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO). Upon Named Entity's written request, Vendor shall promptly identify for Named Entity in writing all Authorized Employees as of the date of such request.

9.4 Security Breach Procedures.

(a) Vendor shall:

- (i) provide Named Entity with the name and contact information for an employee of Vendor who shall serve as Named Entity's primary security contact and shall be available to assist Named Entity twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
- (ii) notify Named Entity of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Vendor becomes aware of it; and
- (iii) notify Named Entity of any Security Breaches by telephone at the following number: [REDACTED] and by e-mailing Named Entity with a read receipt at [REDACTED] and with a copy by e-mail to Vendor's primary business contact within Named Entity.

(b) Immediately following Vendor's notification to Named Entity of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vendor agrees to reasonably cooperate with Named Entity in Named Entity's handling of the matter, including, without limitation:

- (i) assisting with any investigation;
- (ii) providing Named Entity with physical access to the facilities and operations affected;
- (iii) facilitating interviews with Vendor's employees and others involved in the matter; and
- (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) or

as otherwise reasonably required by Named Entity.

(c) Vendor shall use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Vendor's expense in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse Named Entity for actual costs incurred by Named Entity in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 9.4(d).

(d) Vendor agrees that it shall not inform any third party of any Security Breach without first obtaining Named Entity's prior written consent, except to the extent required under Texas Business and Commerce Code Chapter 521 or any other applicable law, or as is otherwise required by the OAG under the OAG Certification Contract. Notwithstanding the foregoing, Vendor shall provide prior written notice to Named Entity of its intent to inform any third-party other than the OAG of any Security Breach and identify the applicable law the Vendor believes requires such disclosure.

(e) In the event of any Security Breach, Vendor shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

9.5 Oversight of Security Compliance. Upon Named Entity's written request, to confirm compliance with this Contract, the RFO, the OAG Information Security Standards (Attachment 4 to the RFO) as well as any applicable laws and industry standards, Vendor shall promptly and accurately complete a written information security questionnaire provided by Named Entity or a third party on the Named Entity's behalf regarding Vendor's business practices and information technology environment in relation to all Named Entity Protected Data being handled and/or services being provided by Vendor to Named Entity or any of the Participating Entities pursuant to this Contract or the Incorporated Documents. Vendor shall fully cooperate with such inquiries. Named Entity shall treat the information provided by Vendor in the security questionnaire as Vendor's confidential, proprietary information under Section 10.1 below.

9.6 Return or Destruction of Named Entity Protected Data. At any time during the term of this Contract at the Named Entity's written request or upon the termination or expiration of this Contract for any reason, Vendor shall, and shall instruct all Authorized Persons to, promptly return to the Named Entity all copies, whether in written, electronic or other form or media, of Named Entity in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the Named Entity that such Named Entity Protected Data has been returned to Named Entity or disposed of securely. Vendor shall comply with all reasonable directions provided by Named Entity with respect to the return or disposal of Named Entity Protected Data.

9.7 Equitable Relief. Vendor acknowledges that any material breach of its covenants or obligations set forth in this Section 9 may cause Named Entity irreparable harm for which monetary damages may not be adequate compensation and agrees that, in the event of such breach or threatened breach, Named Entity may be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Named Entity may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Contract to the contrary.

9.8 Material Breach. Vendor's failure to comply with any of the provisions of this Section 9 is a material breach of this Contract. In such event, Named Entity may terminate the Contract for cause, effective immediately upon written notice to the Vendor without further liability or obligation to Named Entity. This immediate termination for cause shall be in addition to any rights to termination contemplated under Section 11.2(a) below and shall not be subject to any written notice or cure period required therein.

9.9 Indemnification. In addition to any of the other indemnification or hold harmless obligations of Vendor

provided for within this Contract, the RFO or the OAG's Standard Terms and Conditions, Vendor shall also defend, indemnify and hold harmless the State of Texas and OAG, the Named Entity and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees (collectively the "Named Entity Indemnitees") from and against all losses, damages, deficiencies, actions, judgments, interest, awards, penalties, fines, reasonable costs or expenses, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against any Named Entity Indemnatee arising out of or resulting from Vendor's failure to comply with any of its obligations under this Section 9.

9.10 Ownership and Use of Named Entity's Data. Notwithstanding anything in this Contract to the contrary, nothing contained herein shall be construed to grant the Vendor any ownership rights in any Named Entity's data provided to Vendor in connection with this Contract, the SOW, or any of the Incorporated Documents. With the exception of information in the public domain, Vendor shall not sell, provide, or otherwise commercialize Named Entity's Data without the prior written consent of Named Entity. Vendor shall only use the Named Entity's Data in connection with the Participating Entity Services required hereunder and otherwise consistent with this Contract and the Incorporated Documents.

Notwithstanding the foregoing, Vendor is authorized by Named Entity to utilize Named Entity Data only to the extent such Named Entity Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies as attached to the Special Provisions. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders.

SECTION 10: CONFIDENTIALITY

10.1 Named Entity's Responsibilities. Named Entity hereby agrees that (i) specific identified methodologies, materials, plans, or other proprietary information related to the development and implementation of the SAVNS system as provided by Vendor under this Contract shall be treated as confidential in nature and shall be subject to the various ownership provision of the Incorporated Documents; (ii) Named Entity shall implement reasonable and appropriate measures designed to secure the confidentiality of such confidential information, and (iii) except as permitted by the SOW and Section 10.2 of this Contract, none of such materials shall be in any way disclosed by Named Entity to any third party, in whole or in part, without the prior written consent of Vendor. If Named Entity becomes aware of the unauthorized possession of such materials, it shall promptly notify Vendor. Notwithstanding anything in this Contract to the contrary, any report, plan, or other deliverable required to be provided to Named Entity pursuant to the Incorporated Documents shall not be considered to be confidential in nature and Named Entity is under no obligation to maintain the confidentiality thereof.

10.2 Named Entity Compliance and Vendor Cooperation with Texas Public Information Act Requests. Notwithstanding any provisions of this Contract to the contrary, Vendor understands that Named Entity will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Named Entity agrees to notify Vendor in writing within a reasonable time, of a request for information related to Vendor's work under this Contract. Vendor will cooperate with Named Entity in the production of documents responsive to the request. Named Entity will make a determination whether to submit a request for a ruling to withhold documents to the Attorney General. Vendor will notify Named Entity General Counsel within twenty-four (24) hours of receipt of any

third-party requests for information that was provided by the State of Texas for use in performing this Contract and all data and other information generated or otherwise. Vendor is required to make any information created or exchanged with Named Entity, the State of Texas, or any of its agencies pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

10.3 Vendor's Responsibilities. Vendor hereby agrees that (i) any information related to the official business of Named Entity that Vendor obtains from Named Entity in the course of the performance of this Contract is the confidential and proprietary information of Named Entity, (ii) Vendor shall implement reasonable and appropriate measures designed to secure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Vendor to any third party, in whole or in part, without the prior written consent of Named Entity, which may be granted or withheld in its sole discretion. If Vendor becomes aware of the unauthorized possession of such information, it shall promptly notify Named Entity. Vendor shall also assist Named Entity with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Named Entity to protect its proprietary rights.

10.4 Exclusions. Each party shall be a receiving party ("Receiving Party") relative to the other party's confidential information. The provisions of this Section 10 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain, or otherwise becomes publicly known, by publication or otherwise, other than by way of a breach of this Contract by the Receiving Party, (ii) that was known to, or in the lawful possession of the Receiving Party without obligation, as the case may be, prior to the disclosure in connection with the Contract, (iii) that was disclosed to the Receiving Party by a third party who was in lawful possession of the information and who had the right to make such disclosure at the time of the disclosure, (iv) that was independently developed by the Receiving Party outside the scope of this Contract, or (v) that Receiving Party, is required to disclose by law or legal process, in which case Receiving Party shall notify the owning party so that action may be taken to protect the affected confidential information. Notwithstanding any other provision herein to the contrary, all provisions in this Section 10 are subject to the Public Information Act, as further described in the Contract. Further, nothing in this Section 10.4 shall be deemed to alter, limit, or otherwise modify any of Vendor's obligations related to the use and protection of Named Entity Protected Data pursuant to Section 9 of this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO).

SECTION 11: TERMINATION

11.1 Termination by Vendor. Vendor may terminate this Contract if Named Entity commits any material breach under this Contract and fails to remedy such breach within (30) days after written notice of such breach is delivered by Vendor to Named Entity.

11.2 Termination by Named Entity.

(a) *For Cause.* Named Entity shall have the right to terminate this Contract (reserving cumulatively all other rights and remedies under this Contract, the RFO, and the Incorporated Documents, in law and/or in equity) without further obligation or liability to Vendor if Vendor or any subcontractor to Vendor commits any material breach of this Contract and fails to remedy such breach within thirty (30) days after written notice by Named Entity to Vendor of such breach. Named Entity shall have the right to terminate this Contract effective immediately and without prior notice if Vendor goes into liquidation or files for bankruptcy.

(b) *Non-appropriations.* Named Entity may terminate this Contract if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of the OAG; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor will be provided ten (10) calendar days written notice of intent to terminate. In the event of such termination, the Named Entity will not be considered to be in default or breach under this Contract, nor shall Named Entity be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

(c) *For convenience.* Notwithstanding the foregoing or anything in this Contract or the

Incorporated Documents to the contrary, Named Entity reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the Vendor, subject to the advance written approval of such termination by the OAG or in the event OAG determines that such termination is in its best interest or the best interest of the State of Texas or the Named Entity. In the event of such a notice of termination, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately. Named Entity shall be liable for payments limited only to the portion of work Named Entity authorized in writing and which the Vendor has completed, delivered to Named Entity per the Contract requirements, and which has been accepted by Named Entity as of the date of termination. Named Entity shall have no other liability or obligation to Vendor, including, without limitation, no liability for any costs of any kind associated with the termination.

11.3 Effect of Termination. Termination of this Contract shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Upon termination, each party shall return the confidential property of the other party obtained under this Contract or the Incorporated Documents, as applicable, however excluding all Work Product as that is defined in OAG Standard Terms and Conditions, Article I, Definitions, produced pursuant to this Contract which shall remain the property of Named Entity. In addition, the confidentiality obligations of the parties in Section 10 ("Confidentiality") shall survive the termination of this Contract.

SECTION 12: LIMITATIONS ON LIABILITY AND INDEMNITIES

12.1 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

12.2 Indemnification. In addition to the indemnification and hold harmless obligations of Vendor in this Contract included in Section 8.2 and Section 9.9 above, Vendor shall:

(a) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, LOSSES, DEMANDS, OR SUITS, AND ALL REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES DIRECTLY ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS, NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, SUPPLIERS, OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

(b) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADEMARKS, SERVICE MARKS, TRADE SECRETS AND ANY OTHER INTELLECTUAL PROPERTY OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH ANY DELIVERABLE PROVIDED HEREUNDER, THE WORK OR PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT, OR NAMED ENTITY'S USE OF ANY DELIVERABLE OR WORK PRODUCT PROVIDED BY VENDOR. VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY, AND/OR REIMBURSE NAMED ENTITY FOR, ALL JUDGMENTS, CLAIMS, DAMAGES, LOSSES, AND COSTS OF DEFENSE INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, COURT COSTS AND SIMILAR EXPENSES. THE DEFENSE TO ANY SUCH ACTION, CLAIM,

DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CAUSES OF ACTION, CLAIMS, DEMANDS AND EXPENSES INCURRED BY NAMED ENTITY AND/OR THE STATE OF TEXAS ARISING OUT OF OR RESULTING FROM BREACH OF ANY WARRANTY OBLIGATION HEREUNDER. THE FOREGOING SHALL NOT APPLY TO ANY INFRINGEMENT ARISING OUT OF: (I) USE OF THE VINE SOFTWARE OTHER THAN IN ACCORDANCE WITH APPLICABLE DOCUMENTATION OR INSTRUCTIONS SUPPLIED BY THE VENDOR OR FOR OTHER THAN THE NAMED ENTITY'S INTERNAL PURPOSES; (II) ANY ALTERATION, MODIFICATION OR REVISION OF THE SOFTWARE NOT EXPRESSLY AUTHORIZED IN WRITING BY THE VENDOR; OR (III) THE COMBINATION OF THE VINE SOFTWARE WITH SOFTWARE, DATA, PRODUCTS AND/OR SERVICES NOT PROVIDED BY THE VENDOR.

SECTION 13: GENERAL

13.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Contract or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof. Neither the execution of this Contract by Named Entity, any provision herein, nor any other conduct of Named Entity relating to this Contract or any of the Incorporated Documents, will be considered a waiver of sovereign or governmental immunity.

13.2 Notice. All notices under this Contract shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To VENDOR:

Appriss Insights LLC
ATTN: Client Relations, Victim Services
9901 Linn Station Road
Suite 200
Louisville, KY 40223

To NAMED ENTITY:

ATTN: _____

13.3 No Third-Party Beneficiaries. This Contract is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Contract to maintain a suit to enforce or take advantage of its terms.

13.4 Successors and Assigns. Neither party may assign this Contract in whole or part without the prior written consent of the other party. Any attempt to assign this Contract without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like shall be considered an

assignment for these purposes.

13.5 Dispute Resolution. **[Intentionally left blank]**.

13.6 Governing Law. The validity, construction and performance of this Contract and the legal relations among the parties to this Contract shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of law principles. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Jefferson County, Texas.

13.7 Independent Contractor. Vendor, in performance of this Contract, is acting as an independent contractor. Vendor personnel (including personnel supplied by subcontractors) hereunder are not Named Entity's personnel or agents, and Vendor assumes full responsibility for their acts. Vendor shall be solely responsible for the payment of compensation of Vendor employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Named Entity employee benefits. Named Entity shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Vendor employee, and such responsibility shall solely be that of Vendor.

13.8 Severability. In the event any one or more of the provisions of the Contract shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

13.9 Entire Agreement; Inconsistent Terms. This Contract, all exhibits, appendices, and schedules attached hereto and/or otherwise incorporated by reference herein, and the Incorporated Documents are the complete and exclusive statement of the agreement between the Named Entity and the Vendor, and supersede any and all other agreements, oral or written, between the parties. This Contract may not be modified except by written instrument signed by the Named Entity and by an authorized representative of the Vendor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Vendor.

14.10 Counterparts. This Contract and other Incorporated Documents which are required to be duly executed, may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

Signature page follows

Participating Entities: County Jail x District Court x County Court

Appriss Insights LLC BY:

Lalla O'Bryan
Signature

9/8/22
Date

Lalla O'Bryan
Name

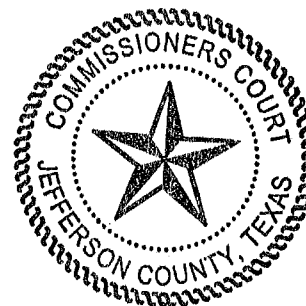
Vice President, Victim Services
Title

Named Entity BY:

Jeff R. Branick
Signature
JEFF R. BRANICK
Name

09/13/2022
Date
County Judge
Title

ATTEST *Louis Reese*
DATE 9-13-2022



EXHIBITS TO THIS CONTRACT:

EXHIBIT A - Executed OAG Certification Agreement

EXHIBIT B - Agreed Pricing Index not attached hereto but known to and in the possession of both Parties and incorporated herein by reference

EXHIBIT C - Vendor's List of Authorized Persons, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference.

**2023 Jefferson County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

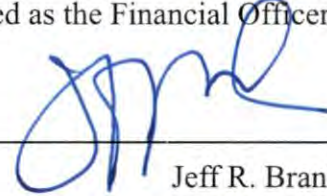
WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Jefferson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Jefferson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 20 day of September, 2022.



Jeff R. Branick
County Judge

Attest:



County Clerk



Award Letter



U.S. Department of Homeland Security
Washington, D.C. 20472

Patrick Swain
Jefferson County, Texas
1149 Pearl, 7th Floor
Beaumont, TX 77701 - 3635

Re: Grant No.EMW-2022-PU-00335

Dear Patrick Swain:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Port Security Grant Program has been approved in the amount of \$57,172.00. As a condition of this award, you are required to contribute a cost match in the amount of \$8,589.00 of non-Federal funds, or 13 percent of the total approved project costs of \$65,761.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligor Document (attached to this Award Letter)
- FY 2022 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

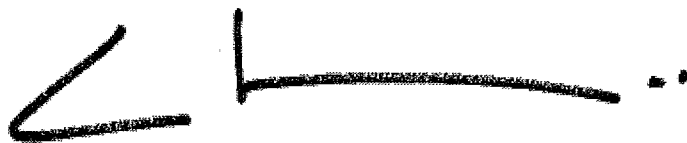
Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in black ink, consisting of a stylized 'C' followed by a horizontal line and a small dot.

CHRISTOPHER PATRICK LOGAN GPD Assistant Administrator

Agreement Articles

Thu Sep 01 00:00:00 GMT 2022



U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: Jefferson County, Texas
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2022-PU-00335-S01

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Article I - Summary Description of Award

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Investment 1: National Association of State Boating Law Administration (NASBLA) Pursuit and Stop Operators Course is fully funded for \$31,406.

Investment 2: Helicopter Asset Training is fully funded for \$25,766.

Article II - PS GP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the capability gaps identified in their vulnerability assessment or other relevant documentation or sustains existing capabilities per the FEMA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR.

Article III - Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance

This award includes work that triggers an Environmental Planning and Historic Preservation (EHP) compliance review. A funding hold is placed on the following investments/projects, and the recipient is prohibited from obligating, expending, or drawing down funds under this award in the amount of \$31,406 in support of the following investments/projects, with a limited exception for any approved costs associated with the preparation, conduct, and completion of required EHP reviews. Please refer to the applicable NOFO and Preparedness Grants Manual (PGM) for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404.

Investment #1: National Association of State Boating Law Administration (NASBLA) Pursuit and Stop Operators Course: \$31,406

To release this hold, the recipient is required to obtain the required FEMA EHP compliance approval for this project pursuant to the FY 2022 PSGP NOFO and PGM. Failure to comply with this condition may jeopardize your ability to access and expend federal funds for the investments/projects listed above. Please contact your FEMA GPD Headquarters Preparedness Officer or Program Analyst to receive specific guidance regarding EHP compliance.

If you have questions about this funding hold or believe it was placed in error, please contact the FEMA GPD Headquarters Preparedness Officer or Program Analyst.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict

federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XIX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXI - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIII - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVI - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXIX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXI - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article XXXVII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVIII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXIX - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XL - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLI - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVI - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVIII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLIX - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article L - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

BUDGET COST CATEGORIES

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$7,906.00
Supplies	\$0.00
Contractual	\$48,000.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$9,855.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2022-PU-00335-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 746000291	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX04585N2022T
6. RECIPIENT NAME AND ADDRESS Jefferson County, Texas 1149 Pearl, 7th Floor Beaumont, TX, 77701 - 3635	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603		
9. NAME OF RECIPIENT PROJECT OFFICER Patrick Swain	PHONE NO. 4098358500X86	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 09/08/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2022 To: 08/31/2025 Budget Period 09/01/2022 08/31/2025	

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2022-FA-GC01-P410- -4101-D	\$0.00	\$57,172.00	\$57,172.00	See Totals
			\$0.00	\$57,172.00	\$57,172.00	\$8,589.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)

DATE

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE

Thu Sep 08 13:19:15 GMT 2022

CHRISTOPHER PATRICK LOGAN, GPD Assistant Administrator

PGM: GMCOMMV2	DATE 09-20-2022	AMOUNT	CHECK NO.	PAGE: 1 56 TOTAL
JURY FUND				
CHAPMAN VENDING	308.81	499072		308.81**
ROAD & BRIDGE PCT.#1				
RB EVERETT & COMPANY, INC.	200.12	498868		
ENTERGY	775.79	498881		
REPUBLIC SERVICES	38.00	499037		
FUNCTION 4 LLC	31.00	499044		1,044.91**
ROAD & BRIDGE PCT.#2				
CITY OF NEDERLAND	67.87	498862		
ENTERGY	1,104.50	498881		
AT&T	139.41	498918		
REPUBLIC SERVICES	76.25	499037		
FUNCTION 4 LLC	31.00	499044		1,419.03**
ROAD & BRIDGE PCT. # 3				
SPIDLE & SPIDLE	7,302.37	498851		
BEAUMONT TRACTOR COMPANY	181.63	498857		
CITY OF PORT ARTHUR - WATER DEPT.	66.05	498861		
GULF COAST AUTOMOTIVE, INC.	405.98	498880		
CASH ADVANCE ACCOUNT	1,264.72	498887		
SOUTHERN TIRE MART, LLC	125.00	498929		
HOWARD'S AUTO SUPPLY	254.46	498932		
TEXAS GAS SERVICE	178.14	498970		
CENTERPOINT ENERGY RESOURCES CORP	49.75	498979		
WINDSTREAM	48.83	498984		
SHOPPA'S FARM SUPPLY	90.49	499031		
MARTIN MARIETTA MATERIALS	16,807.20	499035		
REPUBLIC SERVICES	38.00	499037		
SMITTY'S HAMSHIRE GULF	14.00	499040		
FUNCTION 4 LLC	62.00	499044		
GULF COAST	2,212.20	499059		
PARKER PRESSURE WASHING	1,400.00	499094		30,500.82**
ROAD & BRIDGE PCT.#4				
SANITARY SUPPLY, INC.	272.04	498903		
SMART'S TRUCK & TRAILER, INC.	148.51	498909		
SOUTHEAST TEXAS WATER	88.45	498914		
AT&T	103.62	498918		
BEAUMONT FREIGHTLINER WESTERN STAR	3,471.82	498981		
MARTIN PRODUCT SALES LLC	5,936.00	498985		
SAM'S CLUB DIRECT	1,019.05	499019		
ASCO	2,357.96	499023		
REPUBLIC SERVICES	152.50	499037		
FUNCTION 4 LLC	52.00	499044		
IMAGE 360 BEAUMONT	106.64	499050		
GULF COAST	332.74	499059		
MUNRO'S UNIFORM SERVICES, LLC	181.56	499087		14,222.89**
ENGINEERING FUND				
VERIZON WIRELESS	114.47	498947		
FUNCTION 4 LLC	62.00	499044		176.47**
PARKS & RECREATION				
ENTERGY	2,283.33	498881		
SOUTHEAST TEXAS WATER	421.90	498914		
LOWE'S HOME CENTERS, INC.	309.20	498963		
PARKER'S BUILDING SUPPLY	127.89	499088		3,142.32**
GENERAL FUND				
TAX OFFICE				
ACE IMAGEWEAR	39.42	498906		
SOUTHEAST TEXAS WATER	314.50	498912		

PGM: GMCOMMV2	DATE 09-20-2022	PAGE: 2 57
NAME	AMOUNT	CHECK NO. TOTAL
TAC - TEXAS ASSN. OF COUNTIES	950.00	498920
UNITED STATES POSTAL SERVICE	314.49	498952
FUNCTION 4 LLC	155.00	499044
VECTOR SECURITY	411.50	499046
ODP BUSINESS SOLUTIONS, LLC	1,377.26	499086
COUNTY HUMAN RESOURCES		3,562.17*
UNITED STATES POSTAL SERVICE	8.35	498952
JEFFERSON COUNTY CREDIT CARDS	442.00	499010
FUNCTION 4 LLC	31.00	499044
AUDITOR'S OFFICE		481.35*
UNITED STATES POSTAL SERVICE	.49	498952
JEFFERSON COUNTY CREDIT CARDS	423.95	499010
FUNCTION 4 LLC	31.00	499044
COUNTY CLERK		455.44*
UNITED STATES POSTAL SERVICE	254.26	498952
FUNCTION 4 LLC	433.00	499044
FUNCTION4	695.72	499080
ODP BUSINESS SOLUTIONS, LLC	121.17	499086
COUNTY JUDGE		1,504.15*
CHEROKEE COUNTY CLERK	607.00	498865
JOHN E MACEY ATTORNEY AT LAW PLLC	500.00	498893
UNITED STATES POSTAL SERVICE	3.93	498952
ROCKY LAWDERMILK	500.00	498965
THE YOE'S LAW FIRM, LLP	1,000.00	498982
J.T. HAYNES	500.00	498983
FUNCTION 4 LLC	31.00	499044
THE SCHLETT LAW FIRM, PLLC	500.00	499070
RISK MANAGEMENT		3,641.93*
UNITED STATES POSTAL SERVICE	.57	498952
KRISTEN HANCOCK	7.78	498960
VERONA ADAMS	25.23	498966
TEXAS PRIMA	550.00	498995
FUNCTION 4 LLC	31.00	499044
COUNTY TREASURER		614.58*
UNITED STATES POSTAL SERVICE	126.08	498952
FUNCTION 4 LLC	62.00	499044
ODP BUSINESS SOLUTIONS, LLC	94.43	499086
PRINTING DEPARTMENT		282.51*
CINTAS CORPORATION	73.98	499039
FUNCTION 4 LLC	350.00	499044
PURCHASING DEPARTMENT		423.98*
PORT ARTHUR NEWS, INC.	72.52	498896
UNITED STATES POSTAL SERVICE	1.79	498952
JEFFERSON COUNTY CREDIT CARDS	313.98	499010
FUNCTION 4 LLC	31.00	499044
GENERAL SERVICES		419.29*
ELECTRICAL SPECIALTIES, INC.	25.00	498848
B&L MAIL PRESORT SERVICE	1,293.52	498855
CASH ADVANCE ACCOUNT	125.00	498887
ADVANCED STAFFING	39.00	498930
TEXAS COFFEE COMPANY	158.63	498933
K2 TOWERS III, LLC	2,435.00	499073
G&G PEST CONTROL	26,986.82	499092
DATA PROCESSING		31,062.97*

PGM: GMCOMMV2	DATE 09-20-2022	PAGE: 3 58
NAME	AMOUNT	CHECK NO. TOTAL
FED EX	205.20	498871
CDW COMPUTER CENTERS, INC.	532.59	498935
JEFFERSON COUNTY CREDIT CARDS	19.99	499010
FUNCTION 4 LLC	31.00	499044
ODP BUSINESS SOLUTIONS, LLC	19.10	499086
VOTERS REGISTRATION DEPT		807.88*
THE EXAMINER	300.00	498869
UNITED STATES POSTAL SERVICE	230.02	498952
FUNCTION 4 LLC	31.00	499044
AMERICAN SOLUTIONS FOR BUSINESS	612.39	499093
ELECTIONS DEPARTMENT		1,173.41*
FED EX	73.75	498873
FUNCTION 4 LLC	31.00	499044
ODP BUSINESS SOLUTIONS, LLC	815.45	499086
DISTRICT ATTORNEY		920.20*
FED EX	11.04	498872
RANDI A. KING	1,477.88	498889
PATRICK KNAUTH	987.96	498890
TEXAS DISTRICT & COUNTY ATTY ASSN.	350.00	498921
UNITED STATES POSTAL SERVICE	192.42	498952
SCANSTAT TECHNOLOGIES	247.00	499008
JEFFERSON COUNTY CREDIT CARDS	263.00	499010
SIRCHIE FINGER PRINT LABORATORIES	185.16	499012
THOMSON REUTERS-WEST	466.91	499024
TATIANA ZELEZNIAK	1,837.04	499036
FUNCTION 4 LLC	155.00	499044
QUENTIN PRICE	19.69	499045
PAMELA FRENCH	1,222.52	499062
ODP BUSINESS SOLUTIONS, LLC	346.89	499086
DISTRICT CLERK		7,762.51*
CDW COMPUTER CENTERS, INC.	666.39	498935
UNITED STATES POSTAL SERVICE	196.52	498952
FUNCTION 4 LLC	31.00	499044
ODP BUSINESS SOLUTIONS, LLC	2,484.10	499086
CRIMINAL DISTRICT COURT		3,378.01*
JACK LAWRENCE	764.00	498852
THOMAS J. BURBANK PC	1,600.00	498859
WENDELL RADFORD	2,550.00	498898
BRUCE N. SMITH	900.00	498910
CHARLES ROJAS	800.00	498937
JOHN D WEST	1,400.00	498939
UNITED STATES POSTAL SERVICE	11.29	498952
JASON ROBERT NICKS	900.00	499006
FUNCTION 4 LLC	62.00	499044
58TH DISTRICT COURT		8,987.29*
SOUTHEAST TEXAS WATER	34.95	498915
JEFFERSON COUNTY CREDIT CARDS	37.90	499010
FUNCTION 4 LLC	31.00	499044
60TH DISTRICT COURT		103.85*
SIERRA SPRING WATER CO. - BT	57.86	498953
FUNCTION 4 LLC	31.00	499044
136TH DISTRICT COURT		88.86*
UNITED STATES POSTAL SERVICE	12.60	498952
FUNCTION 4 LLC	31.00	499044
ODP BUSINESS SOLUTIONS, LLC	162.09	499086
172ND DISTRICT COURT		205.69*

PGM: GMCOMMV2	DATE 09-20-2022		PAGE: 4 59
NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	31.00	499044	
MITCHELL TEMPLETON	270.00	499066	
			301.00*
252ND DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	2,718.75	498856	
WENDELL RADFORD	900.00	498898	
BRUCE N. SMITH	800.00	498910	
BRANDI SEWELL	931.20	498931	
JUDGE RAQUEL WEST	387.50	498968	
SUMMER TANNER	425.00	498987	
JASON ROBERT NICKS	800.00	499006	
JEFFERSON COUNTY CREDIT CARDS	99.55	499010	
FUNCTION 4 LLC	62.00	499044	
MARVIN LEWIS JR	900.00	499052	
			8,024.00*
279TH DISTRICT COURT			
NATHAN REYNOLDS, JR.	220.00	498899	
SOUTHEAST TEXAS WATER	26.45	498916	
JOEL WEBB VAZQUEZ	220.00	498976	
ANGELA L MORMAN	1,649.44	498991	
WILLIAM FORD DISHMAN	440.00	499026	
MATUSKA LAW FIRM	110.00	499028	
FUNCTION 4 LLC	31.00	499044	
ODP BUSINESS SOLUTIONS, LLC	48.57	499086	
			2,745.46*
317TH DISTRICT COURT			
CHARLES ROJAS	325.00	498937	
JOEL WEBB VAZQUEZ	300.00	498976	
FUNCTION 4 LLC	31.00	499044	
			656.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	14.35	498952	
FUNCTION 4 LLC	31.00	499044	
			45.35*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	33.47	498952	
FUNCTION 4 LLC	31.00	499044	
			64.47*
JUSTICE COURT-PCT 4			
HEREFF JONES	233.99	498864	
AT&T	103.62	498919	
FUNCTION 4 LLC	31.00	499044	
ODP BUSINESS SOLUTIONS, LLC	102.25	499086	
			470.86*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	34.56	498952	
SIERRA SPRING WATER CO. - BT	53.87	498954	
JEFFERSON COUNTY CREDIT CARDS	81.59	499010	
FUNCTION 4 LLC	31.00	499044	
DIRECTV, LLC	61.33	499076	
			262.35*
JUSTICE COURT-PCT 7			
TEXAS STATE UNIVERSITY SAN MARS	315.00	498917	
DENISE ROCCA FORTE	200.28	498990	
STACEY VIDRINE	138.92	499029	
ODP BUSINESS SOLUTIONS, LLC	155.01	499086	
			809.21*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC	31.00	499044	
			31.00*
COUNTY COURT AT LAW NO.1			
FUNCTION 4 LLC	31.00	499044	
			31.00*
COUNTY COURT AT LAW NO. 2			

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	09-20-2022	60	
NAME	AMOUNT	CHECK NO.	TOTAL
TODD W LEBLANC	250.00	498849	
A. MARK FAGGARD	500.00	498870	
JOHN E MACEY ATTORNEY AT LAW PLLC	250.00	498893	
MARVA PROVO	250.00	498897	
NATHAN REYNOLDS, JR.	250.00	498899	
CHARLES ROJAS	250.00	498937	
JOHN D WEST	250.00	498939	
SIERRA SPRING WATER CO. - BT	240.54	498955	
LANGSTON ADAMS	400.00	498969	
LAURIE PEROZZO	300.00	499004	
WILLIAM MARCUS WILKERSON	250.00	499020	
MATUSKA LAW FIRM	250.00	499028	
FUNCTION 4 LLC	31.00	499044	
CARRIER & ALLISON LAW GROUP PC	250.00	499068	
LAW OFFICE OF GILES R COLE & ASSOC	400.00	499071	
COUNTY COURT AT LAW NO. 3			4,121.54*
MARVA PROVO	250.00	498897	
SIERRA SPRING WATER CO. - BT	27.93	498957	
JEFFERSON COUNTY CREDIT CARDS	240.00	499010	
MATUSKA LAW FIRM	250.00	499028	
FUNCTION 4 LLC	31.00	499044	
THE SAMUEL FIRM, PLLC	250.00	499057	
ODP BUSINESS SOLUTIONS, LLC	150.40	499086	
COURT MASTER			1,199.33*
FUNCTION 4 LLC	31.00	499044	
BUDDIE J HAHN	1,880.94	499060	
MEDIATION CENTER			1,911.94*
UNITED STATES POSTAL SERVICE	3.93	498952	
FUNCTION 4 LLC	31.00	499044	
COMMUNITY SUPERVISION			34.93*
FUNCTION 4 LLC	124.00	499044	
SHERIFF'S DEPARTMENT			124.00*
FED EX	38.21	498874	
GT DISTRIBUTORS, INC.	5,024.28	498877	
ENTERGY	932.05	498881	
M&D SUPPLY	80.37	498892	
SAM'S WESTERN WEAR, INC.	370.35	498902	
AT&T	179.24	498918	
ORANGE COUNTY ASSOCIATION FOR	600.00	498928	
UNITED STATES POSTAL SERVICE	2,143.20	498952	
BEAUMONT OCCUPATIONAL SERVICE, INC.	139.80	498961	
SATCOM DIRECT COMMUNICATIONS INC	740.00	499001	
INTERSTATE ALL BATTERY CENTER - BMT	124.75	499003	
JEFFERSON COUNTY CREDIT CARDS	614.90	499010	
RITA HURT	1,925.00	499014	
SPANKY'S WRECKER SERVICE INC	150.00	499017	
SILSBEE FORD INC	57.47	499027	
TRANSUNION RISK AND ALTERNATIVE	575.00	499033	
GALLS LLC	2,189.70	499034	
REPUBLIC SERVICES	38.00	499037	
FUNCTION 4 LLC	310.00	499044	
DYLAN LISCHAU	150.00	499078	
NEIGHBORHOOD VETERINARY CENTERS LLC	678.56	499079	
ODP BUSINESS SOLUTIONS, LLC	1,264.38	499086	
AMAZON.COM SERVICES LLC	245.00	499090	
CRIME LABORATORY			18,570.26*
ALLOMETRICS INC.	171.00	498850	
FED EX	57.12	498875	
FISHER SCIENTIFIC	507.56	498876	
HENRY SCHEIN, INC.	292.87	498904	
SOUTHEAST TEXAS WATER	79.90	498913	

PGM: GMCOMMV2	DATE 09-20-2022	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
JEFFERSON COUNTY CREDIT CARDS	23.98	499010
FUNCTION 4 LLC	31.00	499044
ODP BUSINESS SOLUTIONS, LLC	1,044.80	499086
AMAZON.COM SERVICES LLC	31.59	499090
JAIL - NO. 2		2,239.82*
JOHNSTONE SUPPLY	444.44	498853
CITY OF BEAUMONT - WATER DEPT.	16.00	498860
COASTAL WELDING SUPPLY	99.20	498863
ECOLAB	1,153.48	498867
JACK BROOKS REGIONAL AIRPORT	4,830.00	498885
AT&T	1,463.27	498918
LOWE'S HOME CENTERS, INC.	248.12	498963
INTERCONTINENTAL JET CORP	917.65	498978
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	285.00	499000
WORLD FUEL SERVICES	9,292.04	499005
JEFFERSON COUNTY CREDIT CARDS	548.00	499010
EPIC CARD SERVICES LLC	14.34	499018
SAM'S CLUB DIRECT	371.88	499019
REPUBLIC SERVICES	6,050.50	499037
FUNCTION 4 LLC	217.00	499044
TRINITY SERVICES GROUP INC	84,693.41	499058
JUVENILE PROBATION DEPT.		110,644.33*
EDWARD B. GRIPON, M.D., P.A.	1,450.00	498879
CHERYL TARVER	43.75	498927
UNITED STATES POSTAL SERVICE	7.53	498952
NISHA AMIN	1,660.00	498994
FUNCTION 4 LLC	93.00	499044
JUVENILE DETENTION HOME		3,254.28*
SANITARY SUPPLY, INC.	288.38	498903
S.E. TEXAS BUILDING SERVICE	2,480.00	498911
CHARMTX INC.	317.40	498973
REPUBLIC SERVICES	476.00	499037
FUNCTION 4 LLC	31.00	499044
BIG THICKET PLUMBING INC	1,945.00	499049
VEQUAL ROBERTS	500.00	499069
CONSTABLE PCT 1		6,037.78*
UNITED STATES POSTAL SERVICE	16.93	498952
FUNCTION 4 LLC	31.00	499044
CONSTABLE-PCT 4		47.93*
AT&T	51.81	498918
DISH NETWORK	77.69	498989
JEFFERSON COUNTY CREDIT CARDS	194.47	499010
FUNCTION 4 LLC	31.00	499044
CONSTABLE-PCT 6		354.97*
UNITED STATES POSTAL SERVICE	13.22	498952
FUNCTION 4 LLC	31.00	499044
CONSTABLE PCT. 8		44.22*
FUNCTION 4 LLC	31.00	499044
COUNTY MORGUE		31.00*
PROCTOR'S MORTUARY INC	11,275.00	499007
FORENSIC MEDICAL	90,720.00	499054
AGRICULTURE EXTENSION SVC		101,995.00*
JEFFERSON COUNTY CREDIT CARDS	410.82	499010
DAVID OATES	88.13	499038
FUNCTION 4 LLC	31.00	499044

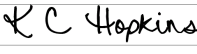
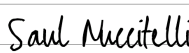
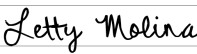
PGM: GMCOMMV2	DATE		PAGE: 7
NAME	09-20-2022	AMOUNT	CHECK NO. TOTAL
HALLEE M SEWELL		26.25	499075
AMAZON.COM SERVICES LLC		129.97	499090
HEALTH AND WELFARE NO. 1			686.17*
CLAYBAR HAVEN OF REST		1,680.00	498950
UNITED STATES POSTAL SERVICE		34.69	498952
RACHEL DRAGULSKI		96.25	498967
FUNCTION 4 LLC		62.00	499044
VECTOR SECURITY		896.01	499046
HEALTH AND WELFARE NO. 2			2,768.95*
BROUSSARD'S MORTUARY		1,500.00	498858
ENTERGY		70.00	498883
FUNCTION 4 LLC		62.00	499044
LISA WASHINGTON		190.00	499089
NURSE PRACTITIONER			1,822.00*
FUNCTION 4 LLC		31.00	499044
CHILD WELFARE UNIT			31.00*
J.C. PENNEY'S		7,000.22	498962
S&M FAMILY OUTLET		363.74	498964
ROSS DRESS FOR LESS, INC.		1,624.98	498986
ENVIRONMENTAL CONTROL			8,988.94*
FUNCTION 4 LLC		31.00	499044
INDIGENT MEDICAL SERVICES			31.00*
KING'S PHARMACY BEAUMONT		2,339.95	499015
CARDINAL HEALTH 110 INC		22,315.85	499025
MICHAEL BARNES		600.00	499074
MOBILE MEDICAL VEHICLES, INC		5,276.15	499083
MAINTENANCE-BEAUMONT			30,531.95*
LOUIS AND COMPANY		828.70	498847
W.W. GRAINGER, INC.		211.26	498878
RALPH'S INDUSTRIAL ELEC(USE 211211)		509.22	498901
SANITARY SUPPLY, INC.		2,802.85	498903
ACE IMAGEWEAR		235.96	498906
SHERWIN-WILLIAMS		393.29	498907
S.E. TEXAS BUILDING SERVICE		25,381.80	498911
WORTH HYDROCHEM OF THE GULF COAST		290.00	498925
AT&T GLOBAL SERVICES		5,475.82	498971
OTIS ELEVATOR COMPANY		673.81	498975
FIRETROL PROTECTION SYSTEMS, INC.		77,095.00	498999
EMERGENCY POWER SERVICE		10,714.55	499016
REPUBLIC SERVICES		1,428.00	499037
CINTAS CORPORATION		98.88	499039
FUNCTION 4 LLC		31.00	499044
WES VICE HARDWOODS & SUPPLY INC		1,067.45	499063
UNITED REFRIGERATION INC		307.34	499067
ODP BUSINESS SOLUTIONS, LLC		127.86	499086
MCCOWN PAINT & SUPPLY		646.93	499091
MAINTENANCE-PORT ARTHUR			128,319.72*
ENTERGY		6,636.91	498881
JOHNSON CONTROLS, INC.		541.40	498888
NOACK LOCKSMITH		30.60	498894
BAKER DISTRIBUTING COMPANY		68.94	498974
FUNCTION 4 LLC		93.00	499044
ALL TERRAIN EQUIPMENT CO		11.78	499047
ODP BUSINESS SOLUTIONS, LLC		117.03	499086
PARKER'S BUILDING SUPPLY		119.97	499088
MAINTENANCE-MID COUNTY			7,619.63*

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NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF NEDERLAND	21.40	498862	
ENTERGY	2,202.94	498881	
REPUBLIC SERVICES	57.25	499037	
FUNCTION 4 LLC	31.00	499044	2,312.59*
SERVICE CENTER			
SPIDLE & SPIDLE	4,298.45	498851	
J.K. CHEVROLET CO.	585.40	498884	
M&D SUPPLY	331.68	498892	
PHILPOTT MOTORS, INC.	425.27	498895	
SANITARY SUPPLY, INC.	158.04	498903	
AT&T	89.62	498918	
JEFFERSON CTY. TAX OFFICE	7.50	498941	
JEFFERSON CTY. TAX OFFICE	7.50	498942	
JEFFERSON CTY. TAX OFFICE	7.50	498943	
JEFFERSON CTY. TAX OFFICE	7.50	498944	
JEFFERSON CTY. TAX OFFICE	7.50	498945	
JEFFERSON CTY. TAX OFFICE	7.50	498946	
MODICA BROS. TIRES & WHEELS	1,322.80	498958	
SABINE PASS PORT AUTHORITY	104.81	498959	
VOYAGER FLEET SYSTEM, INC.	24,196.43	498972	
BUMPER TO BUMPER	792.48	498977	
ROBERT'S TEXACO XPRESS LUBE	126.00	498997	
LIBERTY TIRE RECYCLING LLC	266.20	499002	
JEFFERSON COUNTY CREDIT CARDS	536.80	499010	
MIGHTY OF SOUTHEAST TEXAS	60.60	499013	
EMERGENCY POWER SERVICE	582.50	499016	
ADVANCE AUTO PARTS	182.12	499022	
SILSBEE FORD INC	432.72	499027	
REPUBLIC SERVICES	76.25	499037	
FUNCTION 4 LLC	31.00	499044	34,644.17*
VETERANS SERVICE			
FUNCTION 4 LLC	62.00	499044	62.00*
			547,746.22**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	41.43	498862	
W.W. GRAINGER, INC.	333.43	498878	
ENTERGY	716.35	498881	
JACK BROOKS REGIONAL AIRPORT	1,756.41	498885	
SETZER HARDWARE, INC.	39.01	498905	
TRIANGLE ENGINE, DIST.	226.98	498923	
UNITED PARCEL SERVICE	20.84	498924	
FASTENAL	278.35	498934	
AMERICAN TIRE DISTRIBUTORS	963.13	498998	
REPUBLIC SERVICES	76.25	499037	
FUNCTION 4 LLC	31.00	499044	
ALL TERRAIN EQUIPMENT CO	246.71	499047	
O'REILLY AUTO PARTS	213.94	499051	
ODP BUSINESS SOLUTIONS, LLC	55.83	499086	
MUNRO'S UNIFORM SERVICES, LLC	71.94	499087	
PARKER'S BUILDING SUPPLY	144.17	499088	5,215.77**
FEMA EMERGENCY			
P SQUARED EMULSION PLANTS, LLC	81,906.16	499056	81,906.16**
LATERAL ROADS- PRECINCT 4			
GULF COAST	88.27	499059	88.27**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	499044	31.00**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	139.80	498961	139.80**
SECURITY FEE FUND			

PGM: GMCOMMV2	DATE 09-20-2022	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
ALLIED UNIVERSAL SECURITY SERVICES	19,890.68	499061 19,890.68**
LAW LIBRARY FUND		
THOMSON REUTERS-WEST	2,484.00	499024
FUNCTION 4 LLC	31.00	499044 2,515.00**
EMPG GRANT		
JEFFERSON COUNTY CREDIT CARDS	221.62	499010
FUNCTION 4 LLC	31.00	499044 252.62**
JUVENILE PROB & DET. FUND		
JEFFERSON CTY. DISTRICT CLERK	1,500.00	498886
VERIZON WIRELESS	65.43	498948 1,565.43**
GRANT A STATE AID		
HAYS COUNTY	6,107.00	498926
BI INCORPORATED	386.02	498938
GRAYSON COUNTY DEPT OF JUVENILE	5,733.01	499032
TCSI, LLC	12,391.95	499064
RITE OF PASSAGE	2,182.41	499065 26,800.39**
COMMUNITY SUPERVISION FND		
UNITED STATES POSTAL SERVICE	34.39	498952
JCCSC	460.00	499011
FUNCTION 4 LLC	62.00	499044
CHARTER COMMUNICATIONS	116.49	499082 672.88**
COMMUNITY CORRECTIONS PRG		
FUNCTION 4 LLC	31.00	499044 31.00**
DRUG DIVERSION PROGRAM		
FUNCTION 4 LLC	31.00	499044 31.00**
JAG GRANTS		
DELL MARKETING L.P.	327.59	498866 327.59**
SHERIFF'S TRAINING GRANT		
ENTERPRISE RENT A CAR COMPANY	716.00	499030 716.00**
LAW OFFICER TRAINING GRT		
M&D SUPPLY	33.18	498892
SAM'S CLUB DIRECT	222.96	499019 256.14**
COUNTY RECORDS MANAGEMENT		
UNITED STATES POSTAL SERVICE	.49	498952 .49**
CONST. PCT. 2 EDUCATION		
CASH ADVANCE ACCOUNT	1,072.76	498887 1,072.76**
J.P. COURTROOM TECH. FUND		
CDW COMPUTER CENTERS, INC.	21.38	498935 21.38**
HOTEL OCCUPANCY TAX FUND		
CASH ADVANCE ACCOUNT	833.40	498887
TRIANGLE BLUE PRINT CO., INC.	13.00	498922
UNITED STATES POSTAL SERVICE	4.11	498952
DISH NETWORK	130.70	498988
REPUBLIC SERVICES	76.25	499037
FUNCTION 4 LLC	31.00	499044

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NAME	09-20-2022	65
	AMOUNT	CHECK NO.
		TOTAL
GEORGE WEST	17.50	499081
MUNRO'S UNIFORM SERVICES, LLC	44.41	499087
CRIME LAB FUNDING CJD		1,150.37**
FISHER SCIENTIFIC	704.53	498876
WATERS TECHNOLOGIES CORPORATION	1,520.82	499077
DISTRICT CLK RECORDS MGMT		2,225.35**
FUNCTION 4 LLC	62.00	499044
AIRPORT FUND		62.00**
ENTERGY	2,616.97	498882
LOUIS' YAZOO SALES & SERVICE, LLC	66.40	498891
AT&T	434.82	498918
E. SULLIVAN ADVERTISING & DESIGN	6,268.24	498940
UNITED STATES POSTAL SERVICE	.98	498952
LOWE'S HOME CENTERS, INC.	267.29	498963
RUTTY & MORRIS LLC	391.78	498992
JEFFERSON COUNTY CREDIT CARDS	68.45	499010
CRAWFORD ELECTRIC SUPPLY COMPANY	139.01	499021
REPUBLIC SERVICES	305.00	499037
FUNCTION 4 LLC	62.00	499044
TITAN AVIATION FUELS	33,187.61	499053
MUNRO'S UNIFORM SERVICES, LLC	98.98	499087
AIRPORT IMPROVE. GRANTS		43,907.53**
SIGMA ENGINEERS, INC.	45,179.50	498908
SE TX EMP. BENEFIT POOL		45,179.50**
EXPRESS SCRIPTS INC	143,397.13	499048
NEUROMUSCULAR CORPORATE SOLUTIONS	21,975.00	499055
SETEC FUND		165,372.13**
REPUBLIC SERVICES	550.00	499037
WORKER'S COMPENSATION FD		550.00**
TRISTAR RISK MANAGEMENT	13,140.69	498980
D.A.'S FORFEITURED FUNDS		13,140.69**
SILSBEE FORD INC	3,367.41	499027
SHERIFF'S FORFEITURE FUND		3,367.41**
CASH ADVANCE ACCOUNT	150.12	498887
SILSBEE FORD INC	2,094.76	499027
PAYROLL FUND		2,244.88**
JEFFERSON CTY. - FLEXIBLE SPENDING	14,502.00	498826
CLEAT	270.00	498827
JEFFERSON CTY. TREASURER	11,983.79	498828
RON STADTMUELLER - CHAPTER 13	182.31	498829
INTERNAL REVENUE SERVICE	208.00	498830
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,900.00	498831
JEFFERSON CTY. COMMUNITY SUP.	6,904.10	498832
JEFFERSON CTY. TREASURER - HEALTH	534,147.04	498833
JEFFERSON CTY. TREASURER - PAYROLL	1,905,907.48	498834
JEFFERSON CTY. TREASURER - PAYROLL	669,003.68	498835
MONY LIFE INSURANCE OF AMERICA	62.88	498836
POLICE & FIRE FIGHTERS' ASSOCIATION	1,866.89	498837
JEFFERSON CTY. TREASURER - TCDRS	769,095.67	498838
JEFFERSON COUNTY TREASURER	2,912.62	498839
JEFFERSON COUNTY - TREASURER -	7,966.81	498840
NECHES FEDERAL CREDIT UNION	35,675.43	498841
JEFFERSON COUNTY - NATIONWIDE	95,355.20	498842

PGM: GMCOMMV2	DATE 09-20-2022	PAGE: 11 66
NAME	AMOUNT	CHECK NO. TOTAL
SBA - U S DEPARTMENT OF TREASURY	279.40	498843
CONSERVE	200.19	498844
INVESCO INVESTMENT SERVICES, INC	681.66	498845
TRANSWORLD SYSTEMS INC.	182.80	498846
		4,061,287.95**
MARINE DIVISION		
RICKY ANDERSON	250.00	498854
GT DISTRIBUTORS, INC.	851.95	498877
ENTERGY	939.96	498881
JACK BROOKS REGIONAL AIRPORT	137.27	498885
RITTER @ HOME	106.31	498900
SETZER HARDWARE, INC.	3.46	498905
AT&T	109.48	498918
ADVANCED SYSTEMS & ALARM SERVICES,	3,945.00	498936
VERIZON WIRELESS	75.98	498949
SIERRA SPRING WATER CO. - BT	221.84	498956
SABINE PASS PORT AUTHORITY	186.57	498959
BUMPER TO BUMPER	101.95	498977
THE DINGO GROUP-PETE JORGENSEN MARI	3,056.10	498993
UNITED BATTERIES & ACCESSORIES	175.00	498996
		10,160.87**
SHERIFF - COMMISSARY		
SAM'S CLUB DIRECT	570.70	499019
TRINITY SERVICES GROUP INC	1,285.75	499058
		1,856.45**
		5,090,600.96***

TEXAS WATER DEVELOPMENT BOARD												
CONTRACT INITIATION FORM												
TWDB Contact Information							Requested Action	☒	New Contract			
Contract Manager		Veronica Villalobos-Pogue							Amendment			
Office/Division/Section		WSC/FSCA/GC							Amendment No. (if applicable)			
Phone Number		512-383-6761						Payable/Receivable Contract Relationship				
Contract Information and Funds Expiration								Receivable FEMA Contract: 2000012626				
Contract No.		2000012634		Grant				Yes				
Payable		☒		Receivable								
Contract Dates												
Board Approval Date (N/A if no date)		Start Date		Expiration Date								
10/07/21		03/22/22		07/18/25								
Most Recent Amendment Execution Date:				Original Contract Expiration Date:								
Contractor Information							External Contract No	EMT-2020-FM-007, EMT-2020-FM-007-0010 CFDA No. 97.029				
Proposal Number		00005329						List of Counties for Study Area (Enter names, statewide, or non specific). If statewide, community count = 254				
Vendor ID # (aka: Tax Payer ID#)		746000291						Jefferson County				
Vendor Name		Jefferson County						Retainage for Contract				
Street Address		1149 Pearl Street, Ste 301						Retainage %		See Below		
City, State, Zip		Beaumont, Texas 77701-3600						Special Instructions		100% reimbursed up to 90% of the grant funding as per the standard language in the contract.		
Telephone Number		409-835-8501						Detailed Description of Contract				
Vendor Contract Mgr/Email Address		Patrick Swain/ Patrick.Swain@jeffcotx.us						FY 2020 FMA-Jefferson County seeks to mitigate 5 flood prone structures through elevation.				
Signer of Contract/Email Address		Jeff R. Branick/ jbranick@co.jefferson.tx.us						Detailed Description of Amendment				
Anticipated Budget								Best Value Standard - Procurement Method (X method used)				
Contractor Share of Costs		\$ -						Method		X Announcement/Publication		
TWDB Share of Costs		\$ -						RFQ/RFP/RFA/RFO		☒		
Receivable Share of Costs		\$ 1,010,727.90						Interagency/Local				
Total Contract Costs		\$ 1,010,727.90						Purchase				
Procurement & Contract Services								Receivable Grant				
Vendor Checks								PCC CODE - For Finance Review		9 - Exempt		
Please Initial each Item								If no PCC Code, DocType will be 9 and a legal cite is required.				
sr		USAS (PYADDR/PYHOLD)						Legal Cite: Interlocal Cooperation Act				
sr		Franchise Tax Search										
sr		SAM Check		Expiration Date: 04/28/23								
sr		Debarred Vendor List										
sr		Boycott Israel										
sr		Ties to Sudan/Iran/Foreign Terrorist Organizations/Designated Foreign Terrorist Org										
n/a		W-9 Received (new contractor only-if applicable)										
BUDGET USE ONLY												
TWDB SHARE												
FUND (4-XXXX)	COBJ (4-XXXX)	MOF (3-XXX)	DEPT (4-XXXX)	PCA (5-XXXXX)	Work # (6-XXXXXX)	PREV	AY 2022	AY 2023	Total	Funds Expire		
							\$ -	\$ -	\$ -			
						\$ -	\$ -	\$ -	\$ -			
						\$ -	\$ -	\$ -	\$ -			
						\$ -	\$ -	\$ -	\$ -			
						\$ -	\$ -	\$ -	\$ -			
						\$ -	\$ -	\$ -	\$ -			
						\$ -	\$ -	\$ -	\$ -			
TWDB Subtotal						\$ -	\$ -	\$ -	\$ -			
RECEIVABLE SHARE												
FUND (4-XXXX)	COBJ (4-XXXX)	MOF (3-XXX)	DEPT (4-XXXX)	PCA (5-XXXXX)	Work # (6-XXXXXX)	PREV	AY 2022	AY 2023	Total	Funds Expire		
0001	7612	F06	C344	21021	G02143		\$ 1,010,727.90	\$ -	\$ 1,010,727.90	3/21/25+120 days		
							\$ -	\$ -	\$ -			
							\$ -	\$ -	\$ -			
							\$ -	\$ -	\$ -			
							\$ -	\$ -	\$ -			
							\$ -	\$ -	\$ -			
							\$ -	\$ -	\$ -			
							\$ -	\$ -	\$ -			
							\$ -	\$ -	\$ -			
							\$ -	\$ -	\$ -			
							\$ -	\$ -	\$ -			
							\$ -	\$ -	\$ -			
							\$ -	\$ -	\$ -			
							\$ -	\$ -	\$ -			
Receivable Subtotal						\$ -	\$ 1,010,727.90	\$ -	\$ 1,010,727.90			
Contractor Subtotal							\$ -	\$ -	\$ -			
Contract Total						\$ -	\$ 1,010,727.90	\$ -	\$ 1,010,727.90			
APPROVAL SIGNATURES and CONFIRMATION OF COMPLIANCE WITH AGENCY POLICY & THE STATE OF TEXAS CONTRACT MANAGEMENT GUIDE												
By signing this form, you are certifying that this contract packet and its contents meet with your approval												
Contract Approval		Printed Name				Signature			Date			
Procurement & Contract Services		Cameron Turner							9/2/2022			
Budget Director [and Budget Officer]		Loren Sammon GJ:							9/6/2022			
Contract Manager		Veronica Villalobos-Pogue										
Program Manager		Kathy Hopkins							9/8/2022			
Division Director		Saul Nuccitelli							9/13/2022			
Legal Counsel		Annette Mass							9/8/2022			
Financial Operations		Letty Molina EE AW:							9/6/2022			
Deputy Executive Administrator		John Dupnik							9/13/2022			
Executive Administrator [or Designee]		Jeff Walker AL:										

STATE OF TEXAS

TWDB Contract No. 2000012634

COUNTY OF TRAVIS

Flood Mitigation Assistance
Project Grant
JEFFERSON COUNTY

This Contract (hereinafter CONTRACT) is entered into by and between the TEXAS WATER DEVELOPMENT BOARD (TWDB), the RECIPIENT, serving as administrator of the Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance Program, and **JEFFERSON COUNTY**, the SUBRECIPIENT (CONTRACTOR).

SECTION I. SPECIFIC CONDITIONS AND EXCEPTIONS
TO STANDARD AGREEMENT

ARTICLE I. DEFINITIONS:

For the purposes of this CONTRACT, the following terms or phrases are defined as follows:

1. TWDB/RECIPIENT - The Texas Water Development Board, Data Universal Number System (DUNS) No. 091209978, or its designated representative.
2. FEMA - Federal Emergency Management Agency
3. FMA - Flood Mitigation Assistance Program, Catalog of Federal Domestic Assistance (CFDA) No. 97.029
4. 2 CFR PART 200 - Title 2 of the Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
5. CONTRACTOR/SUBRECIPIENT - **JEFFERSON COUNTY**, DUNS No. 010807535
6. EXECUTIVE ADMINISTRATOR - The Executive Administrator of TWDB or a designated representative.
7. PARTICIPANT(s) - Property owners participating in the Flood Mitigation Assistance subgrant (EXHIBIT B).
8. REQUIRED INTERLOCAL AGREEMENT(s) - N/A
9. FEMA APPROVAL DATE - March 22, 2022
10. TWDB APPROVAL DATE - October 7, 2021

11. PROJECT AREA - The project area is more specifically defined in EXHIBIT B (the original grant application).
12. CONTRACT EFFECTIVE DATE - March 22, 2022
13. PROJECT COMPLETION DATE - March 21, 2025
14. CONTRACT EXPIRATION DATE - July 18, 2025
15. TOTAL PROJECT COST - \$ 1,010,727.90
16. FEDERAL SHARE OF THE TOTAL PROJECT COST - Not to exceed \$ 1,010,727.90
17. TWDB SHARE OF THE TOTAL PROJECT COST- Not to exceed \$ 0
18. LOCAL SHARE OF THE TOTAL PROJECT COST - is estimated to be \$ 0
19. PAYMENT REQUEST SCHEDULE - Submit payment requests totaling a minimum of \$5,000 on a Federal quarterly basis, unless it is the final payment request being submitted.
20. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT:
 - A. In accordance with Section II, Article VIII, DISTRIBUTING GRANT FUNDS, upon request from CONTRACTOR, TWDB will advance funds for mitigation of structures not to exceed 5 structures per advance request. Subsequent advance requests by CONTRACTOR will only be approved by TWDB if 70 percent (70%) of the immediate prior advance of funds has been expended and if 100 percent (100%) of all other prior advance funds have been expended. All CONTRACTOR requests for advance funds must include a narrative progress report and justification for the advance of funds, which must include an executed copy of any subcontract documents between PARTICIPANT and CONTRACTOR and a timeframe for completion of work under each subcontract.
 - B. No reimbursement or advance will be released until CONTRACTOR submits an implementation plan and the plan or any future modifications are approved by TWDB.
 - C. Section II, Article VIII, Paragraph 4, the following additional paragraph is added:
CONTRACTOR must develop standard subcontract/agreement templates for use with individual PARTICIPANTS and must submit the standard subcontract/agreement templates to the EXECUTIVE ADMINISTRATOR for review and approval prior to use or execution of any documents with individual PARTICIPANTS. Any subsequent modifications to the approved templates must also be submitted for review and approval by the EXECUTIVE

ADMINISTRATOR prior to use. CONTRACTOR and its subcontractor(s) must keep executed copies of all agreements entered into and relating to the work under this CONTRACT.

- D. CONTRACTOR must meet with TWDB's designated Contract Manager on a (biweekly) basis to discuss the progress of the project as well as any delays or concerns.
- E. Section II, Article VIII, Paragraph 10, last sentence is changed as follows: Any expenses incurred by CONTRACTOR above the amount of the previous advance will be reimbursed to CONTRACTOR based on the cost share percentages shown in EXHIBIT D.
- F. Funding for Contingencies is not automatically available for use. To request Contingencies funds, Contractor must demonstrate what unforeseen condition related to the project has arisen. If use of the Contingencies funding is approved by FEMA, TWDB will provide written notice to Contractor reallocating funds to the applicable Task Budget category.
- G. CONTRACTOR must ensure that all mitigated structures maintain NFIP flood insurance policies valid through the date FEMA approves closeout of the subgrant. If CONTRACTOR fails to ensure NFIP policy coverage is in place by providing a current declarations page for each property, CONTRACTOR must purchase NFIP policies on behalf of the property owner. If CONTRACTOR fails to ensure that NFIP policy coverage is maintained, CONTRACTOR will be responsible for repayment of the elevation or mitigation cost for each property without an active NFIP policy at the time of FEMA closeout.
- H. CONTRACTOR must submit documentation of final notice issued that meets the requirements under Executive Order 11988 as indicated in Exhibit A, not later than 15-days prior to the first structure being mitigated under this agreement. No funds will be reimbursed until such documentation is provided and receives TWDB's concurrence.

SECTION II. STANDARD AGREEMENT

ARTICLE I. RECITALS

WHEREAS, CONTRACTOR applied through TWDB for a FEMA project grant under the FMA program to mitigate specific flood problems as identified in EXHIBIT B, the original grant application, which is incorporated herein and made a permanent part of this CONTRACT; and

WHEREAS, CONTRACTOR and PARTICIPANTS will commit cash and/or in-kind services to pay the LOCAL SHARE OF THE TOTAL PROJECT COST, if applicable; and

WHEREAS, CONTRACTOR will receive grant funds and will be responsible for the execution of this CONTRACT and compliance with the FMA requirements; and

WHEREAS, on the FEMA APPROVAL DATE, FEMA approved CONTRACTOR's application for financial assistance;

NOW, THEREFORE, TWDB and CONTRACTOR agree as follows:

ARTICLE II AGREEMENTS

1. The United States of America, through the Director of FEMA, has agreed to fund to CONTRACTOR, through TWDB, the FEDERAL SHARE OF THE TOTAL PROJECT COST. By acceptance of the funds awarded, CONTRACTOR agrees to abide by the terms and conditions of this CONTRACT as set forth in this document and the documents identified herein and made a part hereof by reference.
2. Services and activities provided under this CONTRACT must be in strict compliance with the requirements of Texas Government Code Chapter 742, as well as EXHIBIT A, the FEMA Award Package.
3. CONTRACTOR will provide Flood Mitigation Assistance to the PROJECT AREA, as delineated and described in EXHIBIT B, the original grant application, and according to the implementation plan approved by TWDB.

ARTICLE III. PERIOD OF PERFORMANCE

The period of performance of this CONTRACT is from the CONTRACT EFFECTIVE DATE to the PROJECT COMPLETION DATE, unless otherwise amended.

ARTICLE IV. APPLICABLE FEDERAL LAWS AND RULES

FEMA requires all grant recipients and subrecipients to comply with federal laws and rules. These federal laws and rules are listed in Article VIII of the FEMA Award Package (EXHIBIT A), which is incorporated herein and made a permanent part of this CONTRACT. CONTRACTOR must comply with all federal laws and rules listed in EXHIBIT A. All FEMA grants are also subject to the following requirements:

1. TWDB will reimburse CONTRACTOR for costs determined by FEMA to be allowable, allocable, necessary and reasonable in accordance with 2 CFR Part 200.
2. CONTRACTOR must follow applicable matching or cost-sharing requirements found in 2 CFR Part 200, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as required (EXHIBIT A).
3. The project will be administered by CONTRACTOR following the Hazard Mitigation Assistance (HMA) Unified Guidance in effect when the application (EXHIBIT B) was submitted to FEMA, which is available at www.fema.gov.
4. CONTRACTOR must notify TWDB of any funds transferred to FEMA arising from the performance of this CONTRACT, along with accrued interest, if any.
5. Construction Project Requirements
 - A. Acceptance of federal funding requires FEMA, TWDB and CONTRACTOR to comply with all federal, state, and local laws prior to the start of any construction activity. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
 - B. Any changes to the approved scope of work as outlined in EXHIBITS A and B will require re-evaluation by TWDB and FEMA for CONTRACTOR compliance with the National Environmental Policy Act and other laws and Executive Orders.
 - C. If ground disturbing activities occur during construction, CONTRACTOR must ensure monitoring of the ground disturbance and, if any potential archeological resources are discovered, CONTRACTOR must immediately cease construction in that area and notify TWDB and FEMA.
6. Publication Rights. Any publication resulting from work performed under this CONTRACT must include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement nor reflect the views of FEMA or TWDB.

7. Contract Amendments. No subsequent grants, monetary increase amendment, or time extension amendment will be approved unless all overdue financial or performance reports have been submitted to TWDB by CONTRACTOR. Exceptions to this policy can be approved only by FEMA.
8. Registration and Reporting Requirement. Pursuant to the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, CONTRACTOR is required to obtain a Data Universal Numbering System (DUNS) number and register with the System of Award Management (www.sam.gov). Registration and reporting requirements must be maintained during the life of this CONTRACT.

ARTICLE V. INTELLECTUAL PROPERTY: OWNERSHIP, PUBLICATION, AND ACKNOWLEDGEMENT

1. For purposes of this Article, "Contractor Works" are work products developed by CONTRACTOR and any Subcontractors using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or part of this CONTRACT, including but not limited to reports; drafts of reports; material, data, drawings, studies, analyses, notes, plans, computer programs and codes; or other work products, whether final or intermediate.
 - A. It is agreed that all Contractor Works are the joint property of TWDB and CONTRACTOR.
 - B. The parties hereby agree that, if recognized as such by applicable law, the Contractor Works are intended to and will be works-made-for-hire with joint ownership between TWDB and CONTRACTOR as such works are created in whole or part.
 - C. If Contractor Works do not qualify as works-made-for-hire under applicable law, CONTRACTOR hereby conveys co-ownership of such works to TWDB as they are created in whole or part. If present conveyance is ineffective under applicable law, CONTRACTOR agrees to convey a co-ownership interest of Contractor Works to TWDB after creation in whole or part of such works, and to provide written documentation of such conveyance upon request by TWDB.
 - D. TWDB and CONTRACTOR acknowledge that the copyright in and to copyrightable Contractor Works subsists upon creation of the Contractor Works and its fixing in any tangible medium. CONTRACTOR or TWDB may register the copyrights to such Works jointly in the names of CONTRACTOR and TWDB.
 - E. TWDB and CONTRACTOR each have full and unrestricted rights to use Contractor Works with no compensation obligation.

2. "Use" of a work product, whether Contractor Works, Subcontractor Works or otherwise, means and includes, without limitation hereby, any lawful use, copying or dissemination of the work product, or any lawful development, use, copying or dissemination of derivative works of the work product, in any medium or form, whether now known or later existing.
3. "No Compensation Obligation" means there is no obligation on the part of one co-owner or licensee of a work, whether Contractor Works, Subcontractor Works or otherwise, to compensate other co-owners, licensees or licensors of the work for any use of the work by the using co-owner or licensee, including but not limited to compensation for or in the form of: royalties; co-owner or licensee accounting; sharing of revenues or profits among co-owners, licensees or licensors; or any other form of compensation to the other co-owners, licensees or licensors on account of any use of the work.
4. "Dissemination" includes, without limitation hereby, any and all manner of: physical distribution; publication; broadcast; electronic transmission; internet streaming; posting on the Internet or world wide web; or any other form of communication, transmission, distribution, sending or providing, in any forms or formats, and in or using any media, whether now known or later existing.
5. TWDB has an unlimited, unrestricted, perpetual, irrevocable, non-exclusive royalty-free right to access and receive in usable form and format, and to use all technical or other data or information developed by CONTRACTOR and Subcontractor in, or otherwise resulting from, the performance of services under this CONTRACT.
6. For purposes of this Article, "Subcontractor Works" includes all work product developed in whole or part by or on behalf of Subcontractors engaged by CONTRACTOR to perform work for or on behalf of any CONTRACTOR under this CONTRACT (or by the Subcontractors' Subcontractors hereunder, and so on). CONTRACTOR must secure in writing from any Subcontractors so engaged:
 - A. unlimited, unrestricted, perpetual, irrevocable, royalty-free rights of TWDB (and, if desired, of CONTRACTOR) to access and receive, and to use any and all technical or other data or information developed in or resulting from the performance of services under such engagement, with No Compensation Obligation; and either:
 - B. assignment by the Subcontractor to TWDB (and, if desired by them, jointly to CONTRACTOR) of ownership (or joint ownership with the Subcontractor) of all Subcontractor Works, with No Compensation Obligation; or
 - C. grant by Subcontractor of a non-exclusive, unrestricted, unlimited, perpetual, irrevocable, world-wide, royalty-free license to TWDB (and, if desired by them, CONTRACTOR) to use any and all Subcontractor Works, including the right to

sublicense use to third parties, with No Compensation Obligation.

7. No unauthorized patents. Contractor Works and Subcontractor Works or other work product developed or created in the performance of this CONTRACT or otherwise using funds provided hereunder must not be patented by CONTRACTOR or their Subcontractor(s) unless Executive Administrator consents in writing to submission of an application for patent on such works; and provided that, unless otherwise agreed in writing:
 - A. any application made for patent must include and name TWDB (and, as applicable and desired by them, CONTRACTOR) as co-owners of the patented work;
 - B. no patent granted will in any way limit, or be used by CONTRACTOR or Subcontractor to limit or bar TWDB's rights hereunder to access and receive in useable form and format, and right to use, any and all technical or other data or information developed in or resulting from performance pursuant to this CONTRACT or the use of funds provided hereunder; and
 - C. TWDB (and, if applicable, CONTRACTOR) will have no compensation obligation to any other co-owners or licensees of any such patented work, unless otherwise expressly agreed in writing.
8. CONTRACTOR must include terms and conditions in all contracts or other engagement agreements with any Subcontractors as are necessary to secure these rights and protections for TWDB, and must require that Subcontractors include similar such terms and conditions in any contracts or other engagements with their Subcontractors. For the purposes of this section, "Subcontractors" includes independent contractors (including consultants) and also employees working outside the course and scope of employment.
9. Any work products subject to a TWDB copyright or joint copyright and produced or developed by CONTRACTOR or its Subcontractor(s) pursuant to this CONTRACT or using any funding provided by TWDB may be reproduced in any medium, form or format by TWDB or CONTRACTOR at their own cost, and be disseminated in any medium, format or form by any party at its sole cost and in its sole discretion. CONTRACTOR may utilize such work products it deems appropriate, including dissemination of such work products or parts thereof under their own name, provided that any TWDB copyright is noted on the materials.
10. CONTRACTOR agrees to promptly notify TWDB regarding any media requests or inquiries relating to the work performed under this CONTRACT.

ARTICLE VI. GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS

- A. **Disaster Recovery Plan.** Upon request of TWDB, CONTRACTOR must provide descriptions or copies of its business continuity and disaster recovery plans.
- B. **Dispute Resolution.** The dispute resolution process provided for in Texas Government Code Chapter 2009 is available to the parties to resolve any dispute arising under the CONTRACT.
- D. **Funding Limitation.** CONTRACTOR understands that all obligations of TWDB under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to TWDB if such funds are not appropriated or become unavailable.
- E. **Force Majeure.** Neither CONTRACTOR nor TWDB will be liable to the other for any delay in or failure of performance of any requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- F. **Governing Law and Venue.** This CONTRACT is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this CONTRACT is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.
- G. **Indemnification.** CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ITS NEGLIGENT ACTS OR OMISSIONS OR TORTIOUS ACTS. NOTHING HEREIN WILL BE CONSTRUED AS CONSENT BY THE STATE OF TEXAS, TWDB OR ANY STATE AGENCY OR ENTITY AS CONSENT TO BE SUED IN ANY MATTER ARISING OUT OF THIS CONTRACT.
- H. **Public Information Act.** CONTRACTOR understands that TWDB will comply with the Texas Public Information Act, Texas Government Code Chapter 552, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this

CONTRACT may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, CONTRACTOR is required to make any information created or exchanged with the State pursuant to this CONTRACT, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

I. Right to Audit.

1. The state auditor and the EXECUTIVE ADMINISTRATOR may conduct an audit or investigation of any entity receiving funds from the state directly under the CONTRACT or indirectly through a subcontract under the CONTRACT. The acceptance of funds directly under the CONTRACT or indirectly through a subcontract under the CONTRACT acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
2. The CONTRACTOR shall make such documents and records available for examination and audit by the Federal government and records shall be kept and maintained in accordance with generally accepted accounting principles and for a minimum of seven years following the submission of the final Federal Financial Report.

- J. Severability.** Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or, for any reason whatsoever, of no force and effect, such provision(s) will be construed as severable from the remainder of this CONTRACT and will not affect the validity of all other provisions of this CONTRACT, which will remain in full force and effect.

2. AFFIRMATIONS AND CERTIFICATIONS

- A. Child Support Obligation.** CONTRACTOR represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Texas Family Code § 231.006, the contractor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. FEDERAL PRIVACY ACT NOTICE: This notice is

- given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The Social Security number will be used to identify persons that may owe child support and will be kept confidential to the fullest extent allowed under Section 231.302(e) of the Texas Family Code.”
- B. **Contract Oversight.** CONTRACTOR represents and warrants that it will maintain oversight to ensure that CONTRACTOR and Subcontractor(s) perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. **Debts and Delinquencies.** CONTRACTOR agrees that any payments due under the CONTRACT will be applied towards any debt or delinquency that is owed to the State of Texas, including but not limited to delinquent taxes, delinquent student loan payments and delinquent child support.
- D. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts and Private Foundations.** CONTRACTOR represents and warrants that it will comply with Texas Government Code § 2252.906, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
- E. **Excluded Parties.** CONTRACTOR certifies that it is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.
- F. **Executive Head of a State Agency.** In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, CONTRACTOR certifies that it is not: 1) the executive head of TWDB; 2) a person who at any time during the four years before the date of this CONTRACT was the executive head of TWDB; or 3) a person who employs a current or former executive head of TWDB.
- G. **Legal Authority.** CONTRACTOR represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of CONTRACTOR’s governing body, authorizing the filing of the application or response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of CONTRACTOR to act in connection with the application or response and to provide such additional information as may be required.
- H. **Lobbying Expenditure Restriction.** CONTRACTOR represents and warrants

that TWDB's payments to CONTRACTOR and CONTRACTOR's receipt of appropriated or other funds under the contract or grant are not prohibited by Texas Government Code §§ 403.1067 or 556.0055, which restrict lobbying expenditures.

- I. **No Conflicts of Interest.** CONTRACTOR represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance with 2 CFR § 200.112.
- J. **No Waiver of Sovereign Immunity.** The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by **CONTRACTOR if CONTRACTOR is a governmental entity**, TWDB or the State of Texas of any immunities from suit or from liability that TWDB or the State of Texas may have by operation of law.
- K. **Open Meetings.** If CONTRACTOR is a governmental entity, CONTRACTOR represents and warrants its compliance with Texas Government Code Chapter 551, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.
- L. **Political Polling Prohibition.** CONTRACTOR represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- M. **Records Retention.** CONTRACTOR represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. TWDB reserves the right to direct a contractor to retain documents for a longer period of time or transfer certain records to TWDB custody when it is determined the records possess longer term retention value. CONTRACTOR must include the substance of this clause in all subawards and subcontracts.
- N. **Reporting Compliance.** Respondent represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.
- O. **Subaward Monitoring.** CONTRACTOR represents and warrant that it will monitor the activities of any subrecipient as necessary to ensure that subawards are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.
- P. **Suspension and Debarment.** CONTRACTOR certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management*

(SAM) maintained by the General Services Administration.

- Q. **Compliance with Federal Laws, Rules and Requirements.** CONTRACTOR represents and warrants that it will comply and assure the compliance of all its subrecipients and subcontractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, CONTRACTOR represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to CONTRACTOR, the more restrictive requirement applies.
- R. **Disclosure of Violations of Federal Criminal Law.** CONTRACTOR represents and warrants its compliance with 2 CFR § 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.
- S. **Byrd Anti-Lobbying Amendment.** CONTRACTOR certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by CONTRACTOR to conduct such lobbying activities, Contractor must promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), CONTRACTOR acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

ARTICLE VII. STANDARDS OF PERFORMANCE.

1. **Personnel.** CONTRACTOR must assign only qualified personnel to perform the services required under this CONTRACT. CONTRACTOR is responsible for ensuring that any Subcontractor utilized also assigns only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.
2. **Professional Standards.** CONTRACTOR must provide the services and deliverables in accordance with applicable professional standards. CONTRACTOR represents and warrants that it is authorized to acquire Subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner

required by this CONTRACT.

3. **Procurement Laws.** CONTRACTOR must comply with applicable State of Texas procurement laws, rules and policies, as well as 2 CFR §§ 200.319 – 200.326, Methods of Procurement, including but not limited to competitive bidding and the Professional Services Procurement Act, Texas Government Code, Chapter 2254, relating to contracting with persons whose services are within the scope of practice of: accountants, architects, landscape architects, land surveyors, medical doctors, optometrists, professional engineers, real estate appraisers, professional nurses, and certified public accountants.

CONTRACTOR must comply with all regulations listed in 2 CFR Part 200 and state law and procedure for the purchase of equipment and supplies.

4. **Independent Contractor.** Both parties hereto, in the performance of this CONTRACT, act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
5. **Proprietary and Confidential Information.** CONTRACTOR warrants and represents that any information that is proprietary or confidential and is received by CONTRACTOR from TWDB or any governmental entity will not be disclosed to third parties without the written consent of TWDB or applicable governmental entity, whose consent will not be unreasonably withheld.
6. **Contract Administration.** TWDB will designate a project manager for this CONTRACT. The project manager will serve as the point of contact between TWDB and CONTRACTOR. TWDB's project manager will supervise TWDB's review of CONTRACTOR's technical work, deliverables, draft reports, the FINAL REPORT, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.
7. **Nepotism.** CONTRACTOR must comply with Texas Government Code Chapter 573 by ensuring that no officer, employee or member of CONTRACTOR's governing body votes or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.

8. **Remedies for Nonperformance.** If CONTRACTOR fails to comply with any requirement of the CONTRACT, TWDB may terminate or cancel all or any part of the contract, may obtain substitute requested items, may withhold acceptance and payments to CONTRACTOR, may revoke any prior acceptance, may require CONTRACTOR to refund amounts paid prior to revocation of acceptance and may pursue all rights and remedies against CONTRACTOR under the contract and any applicable law. Remedies for nonperformance may also include suspension or debarment. No provision of the CONTRACT will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to TWDB as an agency of the State of Texas or otherwise available to TWDB. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the contract or otherwise available to TWDB by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

ARTICLE VIII. DISTRIBUTING GRANT FUNDS

1. TWDB agrees to compensate and reimburse CONTRACTOR in a total amount not to exceed the FEDERAL SHARE OF THE TOTAL PROJECT COST and the TWDB SHARE OF THE TOTAL PROJECT COST, if applicable, for costs incurred and paid by CONTRACTOR pursuant to performance of this CONTRACT. If applicable, CONTRACTOR will contribute local matching funds in sources and amounts defined as the LOCAL SHARE OF THE TOTAL PROJECT COST. TWDB will reimburse CONTRACTOR for one hundred percent (100%) of FEDERAL SHARE OF THE TOTAL PROJECT COST and the TWDB SHARE OF THE TOTAL PROJECT COST, if applicable, of each invoice up to ninety percent (90%) pending CONTRACTOR's performance. Upon TWDB's review and approval of project completion according to the specific close-out requirements for FMA, TWDB will pay the remaining ten percent (10%) to CONTRACTOR. The cost share per property is detailed in EXHIBITS A, B and D.

Notwithstanding the above referenced paragraph, TWDB may provide advance funds to CONTRACTOR in order to minimize the time elapsing between the transfer of funds and their disbursement by CONTRACTOR. Such advance funds will be disbursed in compliance with FEMA regulations, including but not limited to 2 CFR Part 200. CONTRACTOR understands and agrees that it has no right to such advances, but that TWDB, in its sole discretion, may from time to time agree to advance payments before receiving any subcontractor invoices.

Depending upon availability of funds, TWDB may elect to fund the matching cost share to the Federal funds received and the amount will be described in TWDB SHARE OF THE TOTAL PROJECT COST, if applicable. If PARTICIPANT(S) have already paid some or all of the required matching funds, CONTRACTOR must submit

- evidence that PARTICIPANT(s) have been fully reimbursed before TWDB will release the TWDB SHARE OF THE TOTAL PROJECT COST to CONTRACTOR.
2. Before submitting any subcontractor's invoices and prior to reimbursement or advances of funds, CONTRACTOR must submit a copy of all procurement documents, the scoresheets for all respondents, and the official submittal of the selected subcontractor to TWDB for concurrence with 2 CFR Part 200.319-200.326.
 3. CONTRACTOR must submit an implementation plan for review and approval by TWDB prior to commencement of construction activities. The approved implementation plan will then become a permanent part of this CONTRACT as EXHIBIT C.
 4. Requests for advance or reimbursement of subcontractor expenses will only be considered where such subcontractor procurement(s) have been submitted and where such subcontracts or agreements have been determined acceptable by the EXECUTIVE ADMINISTRATOR as described herein. The EXECUTIVE ADMINISTRATOR must provide written review and acceptance of contracts or agreements between CONTRACTOR and subcontractor(s) and between such subcontractors and any other subcontractors prior to CONTRACTOR finalizing such subcontracts or agreements. All subcontract agreements must include the DUNS number for the subcontractor. The purpose of this review is solely to ensure that the subcontracts and agreements are consistent with this CONTRACT and that the rights of TWDB are protected. CONTRACTOR understands that CONTRACTOR should obtain its own legal review of subcontracts and agreements that CONTRACTOR enters into. CONTRACTOR agrees that TWDB assumes no legal obligations under its subcontracts or agreements. Each subcontract or agreement must include a detailed budget estimate with specific cost details for each task or specific item of work to be performed by the subcontractor and for each category of reimbursable expenses. The subcontracts must conform to the terms of the CONTRACT and include provisions which require subcontractor compliance with TWDB rules. CONTRACTOR must adhere to all requirements in state law and TWDB rules pertaining to the procurement of professional services. Subcontracts for surveying activities will not be required.
 5. CONTRACTOR must submit advance or payment requests and the required documentation for reimbursement according to the PAYMENT REQUEST SCHEDULE and in accordance with the approved task and expense budgets contained in EXHIBIT D to this CONTRACT. For reimbursement, CONTRACTOR must submit a signed and completed Payment Request Checklist along with task and expense spreadsheet (https://www.twdb.texas.gov/about/contract_admin/index.asp) and documentation listed below, according to the PAYMENT REQUEST SCHEDULE. All required reports must be current as detailed in Article X and XI of this section. The Payment Request package must include the following:

- A. The completed Payment Request Checklist must include the total incurred and paid expenses along with the following information
- (1) TWDB Contract Number;
 - (2) The reimbursement period; beginning (date) to ending (date);
 - (3) Total Expenses being requested for this period;
 - (4) Total In-kind services, if applicable;
 - (5) Total Federal, TWDB, and Local Share of the total study cost for the billing period, as applicable;
 - (6) Total to be reimbursed by TWDB for the billing period; and
 - (7) Certification, signed by CONTRACTOR's authorized representative, that the expenses submitted for the billing period are a true and correct representation of amounts paid for work performed directly related to this CONTRACT.
- B. For direct expenses incurred by CONTRACTOR for subcontracted work:
- (1) Copies of detailed, itemized invoices/receipts from the subcontractor to CONTRACTOR and proof of payment by CONTRACTOR. Credit card summary receipts or statement are not acceptable alone; they must be accompanied by the itemized invoice or receipt; and
 - (2) A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category contained in EXHIBIT D; and the total dollar amount paid to and due to the subcontractor(s). The spreadsheet should also include the expense budget and the cost of each expense item. Any payments of expenses which CONTRACTOR withholds from a subcontractor for the purposes of retainage, will be considered to have been paid by CONTRACTOR for purposes of determining expenses paid.
- C. For direct expenses incurred by CONTRACTOR other than subcontracted work:
- (1) Copies of detailed, itemized invoices/receipts from expenses purchased by CONTRACTOR and proof of payment by CONTRACTOR. Credit card summary receipts or statement are not acceptable alone; they must be accompanied by the itemized invoice or receipt; and
 - (2) A spreadsheet showing the tasks that were performed, the percent and cost of each task completed, and a total cost figure for each direct expense category contained in EXHIBIT D. The spreadsheet should also include the expense budget and the cost of each expense item.
- D. For travel expenses for CONTRACTOR(s) and/or subcontractors:
- (1) Names, dates, work locations, time periods at work locations, itemization of and receipts for subsistence expenses of each employee, limited, however, travel is limited to the maximum amounts authorized by the U.S. General Services Administration, as amended or superseded. Receipts required for lodging;

- (2) Copies of invoices or receipts for transportation costs or, if mileage costs, names, dates, and points of travel of individuals; and
 - (3) All other reimbursable travel expenses i.e., invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.
- 6. CONTRACTOR has budget flexibility within task and expense budget categories to the extent that the resulting change in amount, in any one task or expense category, does not exceed ten (10%) percent of the total authorized amount by this CONTRACT. Larger deviations require approval by the EXECUTIVE ADMINISTRATOR or designee and FEMA (as per 2 CFR Part 200, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) which will be documented through an Approved Budget Memorandum to the TWDB contract file. CONTRACTOR will be required to provide written explanation for the overage and reallocation of the task and expense amount.

For all reimbursement requests, including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have determined that any REQUIRED INTERLOCAL AGREEMENT(s) and contracts or agreements between CONTRACTOR and subcontractors are consistent with the terms of this CONTRACT. CONTRACTOR is fully responsible for paying all charges by subcontractors prior to reimbursement by TWDB.

- 7. CONTRACTOR and its subcontractors must maintain timely, true, and accurate financial accounting documents and records, including copies of invoices and receipts, and must make them available for examination and audit by the EXECUTIVE ADMINISTRATOR. Accounting by CONTRACTOR and its subcontractors must be in a manner consistent with Generally Accepted Accounting Principles (GAAP).
- 8. If CONTRACTOR chooses and is authorized by TWDB for the advance method for distribution of grant funds under Section I, Article I, Paragraph 21 and submits a Request for Advance Checklist to the EXECUTIVE ADMINISTRATOR, TWDB will advance to CONTRACTOR a percentage of the amount shown in EXHIBIT D not to exceed the amount of the TOTAL PROJECT COST.
- 9. When CONTRACTOR has incurred expenses sufficient to reconcile the advance received, CONTRACTOR must submit a Request for Advance to the EXECUTIVE ADMINISTRATOR before receiving another advance of the FEDERAL SHARE OF THE TOTAL PROJECT COST. CONTRACTOR must attach the most recent written financial reports described in Section II, Article X and performance report described in Section II, Article XI, Paragraph 1 and the documentation listed in Section II, Article VII, Paragraph 5 to the Request for Advance Checklist. Any expenses incurred by

CONTRACTOR exceeding the amount of the previous advance will be reimbursed based on the percentage of the FEDERAL SHARE OF THE TOTAL PROJECT COST of this CONTRACT.

10. Within 30 days of the EXECUTIVE ADMINISTRATOR's final accounting of the amounts expended by CONTRACTOR and the amounts advanced by TWDB to CONTRACTOR, CONTRACTOR must refund to TWDB any advances not used for expenses approved by the EXECUTIVE ADMINISTRATOR. If the amounts expended by CONTRACTOR exceed the amounts advanced by TWDB, the EXECUTIVE ADMINISTRATOR will provide such differences to CONTRACTOR, if not in excess of the FEDERAL SHARE OF THE TOTAL PROJECT COST.
11. Reimbursement Requests that lack required documentation will be denied or short paid if deficiencies are not resolved within 10 business days. Denied Reimbursement Requests or eligible expenses that were short paid must be resubmitted by CONTRACTOR with the required documentation within 30 days or prior to next reimbursement request (whichever sooner) to be reconsidered for reimbursement.
12. If for some reason a reimbursement request cannot be processed due to the need for an amendment to the CONTRACT, CONTRACTOR will be required to resubmit the Payment Request Checklist dated after the execution of the amendment.
13. CONTRACTOR is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of the travel expenses authorized and approved by the State of Texas under this CONTRACT.
14. CONTRACTOR is responsible for submitting any final payment request and documentation for reimbursement, along with a request to release any retained funds, no later than 45 days following the PROJECT COMPLETION DATE. Failure to submit a timely final payment request may result in a lapse of funds and unavailability of the remaining funding under this CONTRACT.

ARTICLE IX. SUBCONTRACTS

1. Each Subcontract entered into to perform required work under this CONTRACT must contain the following:
 - A. A detailed budget estimate with specific cost details for each task or specific item of work to be performed by the Subcontractor and for each category of

reimbursable expenses.

- B. A clause stating the following: "Subcontractor agrees and acknowledges that it is subject to all applicable requirements of the master contract between the JEFFERSON COUNTY and the Texas Water Development Board, TWDB Contract No. 2000012634. Subcontractor adopts by reference the requirements of Section II, Article IX of TWDB Contract No. 2000012634 for this Subcontract."
2. All Subcontracts entered into to perform required work under this CONTRACT are also subject to the following requirements:
 - A. The Subcontract is subject to audit by the Texas State Auditor's Office, EXECUTIVE ADMINISTRATOR and Federal government and Subcontractor must cooperate with any request for information as further described in Section II, Article VI, Paragraph 1I.;
 - B. Payments under the Subcontract are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article VI, Paragraph 1D;
 - C. Ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Subcontractor or CONTRACTOR will become data, materials and work owned by TWDB, and Subcontractor will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V;
 - D. Subcontractor must keep timely and accurate books and records of accounts according to generally accepted accounting principles, as further described in Section II, Article VIII, Paragraph 7;
 - E. Subcontractor is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and
 - F. Subcontractor is an independent contractor and TWDB has no liability resulting from any failure of Subcontractor that results in breach of contract, property damage, personal injury or death.

ARTICLE X. FINANCIAL REPORTS

1. CONTRACTOR must submit an original TWDB Quarterly Financial Report (TWDB QFR) and Federal Financial Report (FFR, SF-425) to the TWDB's quarterly report mailbox (FloodGrantQuarterlyReports@twdb.texas.gov) within 15 days following the end of each federal quarter of the PROJECT with the exception of the final report,

which is due 45 days after the PROJECT COMPLETION DATE.

2. If applicable, CONTRACTOR must submit any other reports specified in EXHIBIT A of this CONTRACT.

ARTICLE XI. PERFORMANCE REPORTING

1. Quarterly. CONTRACTOR must submit an original Program Performance Report (SF-PPR) and any supporting documentation to the TWDB's quarterly report mailbox (FloodGrantQuarterlyReports@twdb.texas.gov) within 15 days following the end of each federal quarter in accordance with Section II, Article IV, Paragraph 3.
2. Final Report. CONTRACTOR must submit an original final Program Performance Report (SF-PPR), Federal Financial Report (FFR, SF-425), and any supporting documentation which details all the work performed under the CONTRACT according to the specific close-out requirements according to Section II, Article IV, Paragraph 3. The reports must be submitted to the TWDB Contract Manager within 45 days following the PROJECT COMPLETION DATE.

ARTICLE XII. AMENDMENT, TERMINATION, AND STOP ORDERS

1. Notice. TWDB, CONTRACTOR, or FEMA may terminate grant award agreements by giving written notice at least seven calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. CONTRACTOR's authority to incur new costs will terminate on the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Closeout of the Grant Agreement will be commenced and processed as prescribed under Section II, Article IV, Paragraph 3.
2. Discontinuation of Work. Upon receiving notice of termination, CONTRACTOR must discontinue work in accordance with the EXECUTIVE ADMINISTRATOR's termination instructions and delay or terminate all applicable orders and subcontracts immediately.
3. Unpaid Balances. In the event that this CONTRACT is terminated, TWDB's only liability will be to pay CONTRACTOR the unpaid balance due CONTRACTOR for work actually performed.
4. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to CONTRACTOR at any time. Upon receipt of such order, CONTRACTOR must discontinue all work under this CONTRACT and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. If the EXECUTIVE ADMINISTRATOR does not issue a

Restart Order within 60 days of the Stop Work Order, this CONTRACT is terminated in accordance with the foregoing provisions.

5. The EXECUTIVE ADMINISTRATOR can extend the PROJECT COMPLETION DATE upon written approval from FEMA. CONTRACTOR must notify the EXECUTIVE ADMINISTRATOR in writing within 90 days prior to the PROJECT COMPLETION DATE if an extension is required.
6. If termination of the CONTRACT occurs, the procedures described in 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, will be followed.

ARTICLE XIII. CORRESPONDENCE, REPORTS, AND REIMBURSEMENTS

All correspondence, reports, and reimbursements related to this CONTRACT must be made to the following addresses:

For TWDB:

Contract Matters:

Texas Water Development Board
Attention: Contract Administration
P.O. Box 13231
Austin, Texas 78711-3231
Email: contracts@twdb.texas.gov

Payment Request Submission:

Texas Water Development Board
Attention: Accounts Payable
P.O. Box 13231
Austin, Texas 78711-3231
Email: invoice@twdb.texas.gov

Physical Address:

Stephen F. Austin State Office Building
1700 N. Congress Avenue
Austin, Texas 78701

For CONTRACTOR:

Contract Matters:

Patrick Swain
1149 Pearl St, STE 301
Beaumont, TX 77701
Email: patrick.swain@jeffcotx.us

Payment Request Submission:

Patrick Swain
1149 Pearl St, STE 301
Beaumont, TX 77701
Email: patrick.swain@jeffcotx.us

Physical Address:

1149 Pearl St, STE 301
Beaumont, TX 77701

IN WITNESS WHEREOF, the PARTIES have caused this CONTRACT to be duly executed.

TEXAS WATER DEVELOPMENT BOARD

JEFFERSON COUNTY

Jeff Walker
Executive Administrator

Jeff R. Branick
Jefferson County Judge

Date: _____

Date: _____

**EXHIBIT A
FEMA AWARD PACKAGE**

- **Award Cover Letter**
 - **Form 76-10A**
- **Article of Agreement**
 - **Cost Review**
- **National Environmental Policy Act Requirements**
 - **Notice of Funding Opportunity**

EXHIBIT B
ORIGINAL GRANT APPLICATION

**EXHIBIT C
IMPLEMENTATION PLAN**

The implementation plan will be provided to the TWDB for review and approval within 90 days of execution of this contract. The approved implementation plan will become a permanent part of this CONTRACT.

EXHIBIT D**TASK AND EXPENSE BUDGETS****TASK BUDGET**

TASK	DESCRIPTION	AMOUNT
Task 1	Project Management	\$48,129.90
Task 2	Elevation cost	\$885,760.00
Task 3	Temporary Housing	\$5,000.00
Task 4	Project Inspection Fees	\$12,500.00
Task 5	Structural Integrity	\$7,500.00
Task 6	Elevation Certificates	\$4,000.00
Task 7	Permitting fees	\$2,000.00
Task 8	Contingency	\$45,838.00
Total		\$1,010,727.90

EXPENSE BUDGET

Expense Category	Total Budget
Salaries and Wages ¹	\$0.00
Fringe ²	\$0.00
Travel ³	\$0.00
Pre-Award	\$0.00
Subcontractor (Grant Management)	\$48,129.90
Subcontractor (Elevation)	\$899,260.00
Other Expenses- Temporary Housing ⁴	\$5,000.00
Subcontract (Inspections)	12,500.00
Property Buyout ⁶	\$0.00
Other Expenses- Contingency ⁷	\$45,838.00
Total	\$1,010,727.90

¹ Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, surveyors, clerks, laborers, etc., for time directly chargeable to this CONTRACT.

² Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, workers compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

³ Travel is limited to the maximum amounts authorized by the U.S. General Services Administration, as amended or superseded.

⁴ Other Expenses is defined to include the cost of temporary housing for the homeowner while the elevation is being performed for this CONTRACT.

⁶ Property Buyout is defined as the cost of Site Acquisitions, Appraisal, Property Owner Counseling, Title Search and Closing and tenant or inhabitant relocation assistance

⁷ Contingency is defined as costs in the event there is an increase to demolition, asbestos, removal, abatement, and remediation services similar to those specified in this CONTRACT.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 03/21/2022



John Dupnik
WATER DEVELOPMENT BOARD, TEXAS
P. O. BOX 13231
AUSTIN, TX 78711
EMT-2020-FM-007

Dear John Dupnik,

\$14,041,636.97 in Federal Funding.

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year 2020 Flood Mitigation Assistance funding opportunity has been approved in the amount of \$14,041,636.97 in Federal Funding. As a condition of this award, you are required to contribute a cost match in the amount of \$436,537.32 of non-Federal funds. The Federal share is \$14,041,636.97 of the approved total project cost of \$14,478,174.29. Please see the FY 2020 FMA Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary
- Agreement Articles
- Obligating Document
- FY 2020 FMA Notice of Funding Opportunity (NOFO)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Price", is written over a thin horizontal line.

Mark Price
Director

Obligating document

1. Agreement No. EMT-2020-FM-007	2. Amendment No. N/A	3. Recipient No. 742378168	4. Type of Action AWARD	5. Control No. TX00060N2022T-001		
6. Recipient Name and Address WATER DEVELOPMENT BOARD, TEXAS 1700 N CONGRESS AVE STE 690 AUSTIN, TX 78701		7. Issuing FEMA Office and Address FEMA Region VI 800 N. Loop 288 Denton, Texas 76209-3698 940-898-5399		8. Payment Office and Address FEMA Finance Center P.O. Box 9001 Winchester, VA 22604 (540) 504-1900		
9. Name of Recipient Project Officer John Dupnik		9a. Phone No. 512-9360861	10. Name of FEMA Project Officer Flood Mitigation Assistance Program		10a. Phone No. 816-283-7061	
11. Effective Date of This Action 03/21/2022	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 03/22/2022 to 03/21/2025 Budget Period 03/22/2022 to 03/21/2025		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FMA	97.029	2022-05-JG05 - R062-xxxx-4101-D	\$0.00	\$14,041,636.97	\$14,041,636.97	See Totals
Totals			\$0.00	\$14,041,636.97	\$14,041,636.97	\$436,537.32
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This is not applicable for digitally signed grant agreements.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) John Dupnik					DATE 05/10/2022	
18. FEMA SIGNATORY OFFICIAL (Name and Title) Mark Price, Director					DATE 03/21/2022	

Obligation Number:	EMT-2020-FM-007
Recipient:	Texas Water Development Board
Program:	Flood Mitigation Assistance (FMA)

Award of funds is based on the application for Federal Assistance submitted by recipient with the following contingencies:

Terms and conditions of this grant are specified in the attached Agreement Articles.

The funds awarded for this grant are available for obligation by the recipient during the period **03/22/2022 through 03/21/2025**. The recipient is not authorized to incur new obligations after the expiration date shown below unless a new expiration date is established by FEMA in a letter signed by the FEMA Assistance Officer or through issuance of a new FEMA Form 76-10a.

Sub-grants included in this award:	Sub-recipient and Project Title	Federal	Awarded This Action (Add'l Ob or Deob)	Total Federal Share	Non-Federal Share	Awarded This Action (Add'l Ob or Deob)	Total Non-Federal Share	Total	Amend #
EMT-2020-FM-007-0005	Pearland -Flood Mitigation Assistance	\$499,760.00		\$499,760.00	\$0.00		\$0.00	\$499,760.00	A-0
EMT-2020-FM-007-0007	HCPCD - SRL Motel Buyout	\$3,760,150.00		\$3,760,150.00	\$0.00		\$0.00	\$3,760,150.00	A-0
EMT-2020-FM-007-0008	Jersey Village - Elevation Project No. 1	\$4,536,131.00		\$4,536,131.00	\$391,639.00		\$391,639.00	\$4,927,770.00	A-0
EMT-2020-FM-007-0010	Jefferson County - Elevations	\$1,010,727.90		\$1,010,727.90	\$0.00		\$0.00	\$1,010,727.90	A-0
EMT-2020-FM-007-0012	Taylor Lake Village - Elevation Project	\$2,752,920.68		\$2,752,920.68	\$24,898.32		\$24,898.32	\$2,777,819.00	A-0
EMT-2020-FM-007-0014	JCCDD6 - Hazard Mitigation Plan Update	\$25,000.00		\$25,000.00	\$20,000.00		\$20,000.00	\$45,000.00	A-0
EMT-2020-FM-007-0016	Houston - Elevation Project	\$1,456,947.39		\$1,456,947.39	\$0.00		\$0.00	\$1,456,947.39	A-0
		\$14,041,636.97	\$0.00	\$14,041,636.97	\$436,537.32	\$0.00	\$436,537.32	\$14,478,174.29	

Agreement Articles

Program: Fiscal Year 2020 Flood Mitigation Assistance

Recipient: WATER DEVELOPMENT BOARD, TEXAS

UEI-EFT: JZFMT39LKH51-

DUNS number: 091209978

Award number: EMT-2020-FM-007

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Article 1	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.
Article 2	DHS Specific Acknowledgements and Assurances All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.
Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4	Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)
Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .

Article 22	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 23	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 25	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 26	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 27	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 29	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 30	Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 31	Reporting Subawards and Executive Compensation Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
Article 32	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 33	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 34	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 36	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.
Article 37	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 38	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 39	Acceptance of Post Award Changes In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 40**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41**Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of supplies needed and requested in its application, the number of supplies acquired and delivered by the end of the period of performance, and the performance metric as stated in the NOFO to equip 100 percent of on-duty active members with Personal Protective Equipment. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the number of PPE purchased and the percentage of on-duty active members provided with PPE in compliance with the standards described in the NOFO.

Article 44**Performance Metrics**

Flood Mitigation Assistance (FMA) aims to implement projects that reduce flood risks posed to repetitively flooded properties insured under the National Flood Insurance Program (NFIP), by funding priority projects and activities. To achieve these goals, for FY 2020 FMA is prioritizing the following types of projects: Project Scoping, Community Flood Mitigation (aka localized flood control) projects, Flood Mitigation Plans, Technical Assistance, and Individual Property Mitigation that mitigate flood risks to NFIP participating communities and active policyholders. FEMA will evaluate input and output indicators of each federal award by measuring the total properties mitigated that carry a Severe Repetitive Loss (SRL) and Repetitive Loss (RL) definition pursuant to 42 U.S. Code § 4104.h(2) and (3), and are included in a final mitigation action. FEMA will also evaluate each award output by measuring project capability to positively influence the government's goal of mitigating SRL & RL designated properties and thereby the reduction of future losses to the NFIP under this award. In addition, the Benefit-Cost Analysis (BCA) is the method by which the future benefits of a hazard mitigation project are determined and compared to its costs. The end result is a BCR, which is calculated by a project's total benefits divided by its total costs. The BCR is a numerical expression of the "cost-effectiveness" of a project. A project is considered to be cost effective when the BCR is 1.0 or greater, indicating FEMA expects the benefits of a prospective hazard mitigation project are sufficient to justify the costs.

Article 45**Changes to Title 2, Code of Federal Regulations**

The references in the FY 2020 FMA NOFO to regulations in 2 C.F.R. Parts 25, 170, and 200 have been superseded by recent revisions by the Office of Management and Budget (OMB). Most of the changes are effective November 12, 2020, with a couple effective August 13, 2020. See OMB, Guidance for Grants and Agreements, Final Guidance, 85 Fed. Reg. 49,506 (Aug. 13, 2020), <https://www.govinfo.gov/content/pkg/FR-2020-08-13/pdf/2020-17468.pdf>. The FY 2020 FMA NOFO was published before these rules were revised, but since this award is being made after all revisions went into effect, the revised rules apply to this award. To the extent the requirements or regulatory citations are the same, the FY 2020 FMA NOFO will continue to apply to this award. Conversely, to the extent there is a conflict between the FY 2020 FMA NOFO and the revised 2 C.F.R. regulations, the language and citations of the revised 2 C.F.R. regulations will apply. Additional information on the changes to these regulations, including specific revisions regarding closeout and procurement under grants, can be found at <https://www.fema.gov/grants/guidance-tools/2-cfr-2020>.

Article 46 Construction Project Requirements

1. Acceptance of Federal funding requires the Recipient and any Subrecipients to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding. 2. Any change to the approved scope of work will require re-evaluation by FEMA for Recipient and Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders.

Article 47 Copyright and Data Rights

The recipient is free to copyright any original work developed in the course of or under this Grant Agreement. The recipient acknowledges that DHS/FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes: 1) the copyright in any work developed under an award or subaward; and 2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support in a manner consistent with 2 C.F.R. § 200.315. The recipient acknowledges that DHS/FEMA has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and authorize others to do so for Federal Government purposes in a manner consistent with 2 C.F.R. § 200.315.

Article 48 Remedies for Noncompliance and Enforcement

FEMA remedies for noncompliance will be processed as specified in 2 C.F.R. §§ 200.339-200.343 , and for acquisitions under this award for open space, FEMA enforcement remedies shall be processed as specified in 44 C.F.R. § 80.19(e), when the Terms and Conditions of this Grant Agreement are not met

Article 49 Insurance

In compliance with 42 U.S.C. § 4012a(a), when financial assistance is approved for acquisition or construction purposes within the Special Flood Hazard Area (SFHA), flood insurance shall be maintained for the life of the property regardless of transfer of ownership for any properties.

Article 50	FMA Duplication of Benefits FMA funds cannot duplicate or be duplicated by funds received by or available to Applicants, Subapplicants, or project or planning participants from other sources for the same cost or activity already paid for by another source of funding, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from FMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation. Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual Applicant, FMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as FMA funds, if received, may be used to reduce the non-Federal cost-share. Where the property owner has an insurance policy covering any loss to the property which relates to the proposed FMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward certain mitigation projects. FEMA will generally require that the property owner file a claim prior to the receipt of FMA funds.
Article 51	Additional Non-Discrimination Requirements Applicants/Recipients and Subapplicants/Subrecipients will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Subapplicants and Subrecipients must ensure fairness, equity, and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.
Article 52	Changes in Scope of Work Requests for changes to the scope of work (SOW) after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.
Article 53	Recoupment of Funds FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.
Article 54	Recovery of Funds The Recipient will process the recovery of assistance paid to Subrecipients processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

Article 55	Reporting of Fraud All fraud identifications will be reported to the Department of Homeland Security Office of Inspector General (OIG). The Recipient agrees to cooperate with investigation conducted by the DHS OIG.
Article 56	Closeout and Final Reports Because of recent changes to 2 C.F.R. Part 200 that went into effect for awards issued on or after November 12, 2020, the Recipient shall submit a final Federal Financial Report (FFR or SF-425) for project completion, as certified by the Recipient, final Program Performance Report (SF-PPR), and all other closeout documents 120 days after the end date of the performance period per the new 2 C.F.R. § 200.344.
Article 57	Record Retention Records shall be retained for at least 3 years (except in certain rare circumstances) from the date the final Federal Financial Report for project completion as certified by the Recipient is submitted to FEMA in compliance with 2 C.F.R. Part 200 (specifically the new 2 C.F.R. § 200.334 effective Nov. 12, 2020) and Section 705 of the Stafford Act (42 U.S.C. § 5205).
Article 58	Termination FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards. Noncompliance: If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. With the Consent of the Recipient: FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated. Notification by the Recipient: The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

Article 59	Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
Article 60	Clean Air Act (CAA) If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).
Article 61	Executive Order 11988 - Floodplains Applicant must coordinate with the local floodplain administrator, obtain required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.
Article 62	Standard Condition #1 Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
Article 63	Standard Condition #2 This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
Article 64	Standard Condition #3 If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
Article 65	Clean Air Act (CAA) If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

Article 66	Executive Order 11988 - Floodplains Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work, including any necessary certifications that encroachments within the adopted regulatory floodway would not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Applicant must comply with any conditions of permit and all coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.
Article 67	Executive Order 11988 - Floodplains For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.
Article 68	Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
Article 69	Standard Condition #1 Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
Article 70	Standard Condition #2 This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
Article 71	Standard Condition #3 If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Article 72	Clean Air Act (CAA) If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).
Article 73	Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
Article 74	Executive Order 11988 - Floodplains For the structure at 5604 Colmesneil Dr, the applicant must coordinate with the local floodplain administrator, obtain required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.
Article 75	Executive Order 11988 - Floodplains For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information
Article 76	Standard Condition #1 Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
Article 77	Standard Condition #2 This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

Article 78	Standard Condition #3 If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
Article 79	Clean Air Act (CAA) If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).
Article 80	Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
Article 81	Executive Order 11988 - Floodplains Applicant must coordinate with the local floodplain administrator, obtain required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.
Article 82	Executive Order 11988 - Floodplains For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.
Article 83	Standard Condition #1 Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

Article 84	Standard Condition #2 This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
Article 85	Standard Condition #3 If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
Article 86	Clean Air Act (CAA) If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).
Article 87	Executive Order 11988 - Floodplains For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.
Article 88	Executive Order 11988 - Floodplains Applicant must coordinate with the local floodplain administrator, obtain required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.
Article 89	Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Article 90	Standard Condition #1 Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
Article 91	Standard Condition #2 This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
Article 92	Standard Condition #3 If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Award Summary

Program: Fiscal Year 2020 Flood Mitigation Assistance

Recipient: WATER DEVELOPMENT BOARD, TEXAS

UEI-EFT: JZFMT39LKH51-

DUNS number: 091209978

Award number: EMT-2020-FM-007

Summary description of award

The Flood Mitigation Assistance (FMA) grant program provides funding to States, Territories, Indian Tribal governments and communities to assist in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP).

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Flood Mitigation Assistance funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable).

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, as appropriate, per 2 C.F.R. § 200.308 and the FY 2020 FMA NOFO.

The terms of the approved application materials submitted by the recipient for the following subawards and activities are incorporated into the terms of this Federal award, subject to the additional descriptions and limitations stated in this award package, and subject to the limitations stated in subsequent approvals by FEMA of changes to the prime award, subawards, or activities. Post-award documents uploaded into the FEMA GO system for this award are also incorporated into the terms and conditions of this Federal award, subject to any limitations stated in subsequent approvals by FEMA of changes to the prime award, subawards, or activities. Subawards or activities not listed in this award package are not approved for funding under this award.

Approved request details:

Management cost**Item : Other**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$48,129.90	\$48,129.90	No	Contractual

Cost estimate**Item : Other (Explain) Structural Integrity for Elevation**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5	Each	\$1,500.00	\$7,500.00	No	Construction

**Item : Other (Explain)
Elevation Certificate Fees**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	CLASS BUDGET
5	Each	\$800.00	\$4,000.00	No	Construction

**Item : Other (Explain)
Elevation of 5 homes**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$885,760.00	\$885,760.00	No	Construction

**Item : Other (Explain)
Inspections**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5	Each	\$2,500.00	\$12,500.00	No	Construction

Subrecipient: JEFFERSON, COUNTY OF

Item : Other (Explain)**Relocation/Elevation Temporary Housing Allowance**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5	Each	\$1,000.00	\$5,000.00	No	Construction

Item : Other (Explain)**Permitting Fees**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5	Each	\$400.00	\$2,000.00	No	Construction

Item : Other (Explain)**Contingency**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$45,838.00	\$45,838.00	No	Construction

09/17/2021
13:17:37

FEDERAL EMERGENCY MANAGEMENT AGENCY

124
REC-01

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMT-2020-FM-007-0010
Title: FMA Jefferson County Home Elevations

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEX
EIS Notice of Intent	EIS ROD Date:	

Comment Jefferson County, TX proposes to elevate five (5) homes in Beaumont, TX that have been flooded numerous times. Homeowners will be given the opportunity to raise 2 feet above the base flood elevation (BFE) and in some instances, to the highwater mark on record for recent storms. Some homes will have their first floor elevations and BFEs re-established in order to determine the best final elevation heights for the home, based on past damages and frequency of flooding. Some of the homes are already 2 feet above the BFE which is the current county ordinance for elevation.

- 1. 14876 Boondocks Rd (29.8709, -94.22587)
- 2. 10112 Winzer Rd (29.93922, -94.1931)
- 3. 9900 Winzer Rd (29.94217, -94.193833)
- 4. 10197 Winzer Rd (29.9380, -94.19181)
- 5. 10263 Winzer Rd (29.9365, -94.19175)

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX N7. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.
- dcook125 - 08/26/2021 21:56:58 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n7	(*n7) Federal Assistance for Structure and Facility Upgrades. Federal assistance for the reconstruction, elevation, retrofitting, upgrading to current codes and standards, and improvements of pre-existing facilities in existing developed areas with substantially completed infrastructure, when the immediate project area has already been disturbed, and when those actions do not alter basic functions, do not exceed capacity of other system components, or modify intended land use. This category does not include actions within or affecting streams or stream banks or actions seaward of the limit of moderate wave action (or V zone when the limit of moderate wave action has not been identified).	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
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09/17/2021

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01 125

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RECORD OF ENVIRONMENTAL CONSIDERATION (REC)**Project** EMT-2020-FM-007-0010**Title:** FMA Jefferson County Home Elevations

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	Based on consultation with Texas General Land Office (GLO) and review of Coastal Coordination Council (CCC) General Concurrence #5, FEMA has determined that this project is deemed consistent with the goals and policies of the Texas Coastal Management Program (CMP) and consistency review procedures as implemented by the GLO - dcook125 - 08/26/2021 21:57:51 GMT
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	The project is located within an A and AE zone of 100-year flooding, per Flood Insurance Rate Map (FIRM) panels 4803850255C and 4803850380C, dated 08/06/2002. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains nor is it likely to increase the risk of flood loss. 8 Step checklist attached. - dcook125 - 08/26/2021 21:55:14 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on 8/26/2021, for the site indicates that the area is not located within nor does it affect a designated wetland. - dcook125 - 08/26/2021 21:56:19 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	

09/17/2021

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01 126

13:17:37

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)**Project** EMT-2020-FM-007-0010**Title:** FMA Jefferson County Home Elevations

Environmental Law/ Executive Order	Status	Description	Comment
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	FEMA has determined that there will be No Historic Properties Affected. SHPO concurrence with this determination was received, dated December 14, 2020. The scope of work has been reviewed and FEMA has determined, based on Tribal preferences, that the project will not require Tribal Consultation. - rscoggin - 08/26/2021 21:19:26 GMT
	Completed	Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review	
	Completed	Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
	Completed	Project affects only previously disturbed ground - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMT-2020-FM-007-0010
Title: FMA Jefferson County Home Elevations

Environmental Law/ Executive Order	Status	Description	Comment
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

Applicant must coordinate with the local floodplain administrator, obtain required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

Source of condition: Executive Order 11988 - FloodplainsMonitoring Required: No

For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.

Source of condition: Executive Order 11988 - FloodplainsMonitoring Required: No

If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

Source of condition: Clean Air Act (CAA)Monitoring Required: No

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

09/17/2021
13:17:37

FEDERAL EMERGENCY MANAGEMENT AGENCY
RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

REC-01128

Project EMT-2020-FM-007-0010
Title: FMA Jefferson County Home Elevations

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

**The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
FY 2020 Flood Mitigation Assistance**

NOTE: If you are going to apply for this funding opportunity and have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take 4 weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: <http://www.grants.gov/web/grants/register.html>. Detailed information regarding DUNS and SAM is also provided in Section D of this NOFO, subsection, Content and Form of Application Submission.

A. Program Description

1. Issued By

U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Federal Insurance and Mitigation Administration (FIMA), Mitigation Directorate, Hazard Mitigation Assistance Division (HMA)

2. Assistance Listings (formerly Catalog of Federal Domestic Assistance (CFDA) Number)

97.029

3. Assistance Listings Title (formerly CFDA Title)

Flood Mitigation Assistance

4. Funding Opportunity Title

FY 2020 Flood Mitigation Assistance

5. Funding Opportunity Number

DHS-20-MT-029-000-99

6. Authorizing Authority for Program

Section 1366 of *The National Flood Insurance Act* of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. § 4104c)

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93, Division D)

8. Announcement Type

Initial

9. Program Overview, Objectives, and Priorities

The Flood Mitigation Assistance (FMA) program makes federal funds available to states, U.S. territories, Indian tribal governments, and local communities to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP). The FMA program addresses Presidential Policy Directive 21, Critical Infrastructure Security and Resilience, and supports the mitigation mission area through Strategic Goal #1 Building a Culture of Preparedness, Objectives 1.1, 1.2, 1.3, and 1.4 of the 2018 – 2022 FEMA Strategic Plan.

FEMA will distribute the available FY 20 FMA funding amount as follows:

1. **Project Scoping (previously Advance Assistance):** Project Scoping to develop community flood mitigation projects and/or individual flood mitigation projects that will subsequently reduce flood claims against the NFIP. FEMA will select up to \$4 million of Project Scoping subapplications.
2. **Community Flood Mitigation Projects:** FEMA will select up to \$70 million of projects that address community flood risk for the purpose of reducing NFIP flood claim payments.
3. **Technical Assistance:** Technical Assistance to maintain a viable FMA program over time. To be eligible to apply, the Applicant must have received an FY 19 FMA Award of at least \$1 million federal share.
4. **Flood Hazard Mitigation Planning:** Planning subapplications for the flood hazard component of State, Local, Territory, and Tribal (SLTT) Hazard Mitigation Plans and plan updates.
5. **Individual Flood Mitigation Projects:** Projects that mitigate the risk of flooding to individual NFIP insured structures.

For more information on FY 20 FMA funding priorities and eligible activities, see Section E, Application Review Information, Review, and Selection Process.

10. Performance Metrics

Benefit-Cost Analysis (BCA) is the method by which the future benefits of a hazard mitigation project are determined and compared to its costs. The end result is a BCR, which is calculated by a project's total benefits divided by its total costs. The BCR is a numerical expression of the "cost-effectiveness" of a project. A project is considered to be cost effective when the BCR is 1.0 or greater, indicating FEMA expects the benefits of a prospective hazard mitigation project are sufficient to justify the costs.

B. Federal Award Information

1. **Available Funding for the NOFO:** \$160,000,000
2. **Period of Performance:** 36 months or 48 months
(Period of Performance for community flood mitigation projects will be 48 months)

The Period of Performance (POP) is 36 months, starting on the date of the Recipient's federal Award (see Section D, Application and Submission Information). Given the complexity of the community flood mitigation projects, the POP for community flood mitigation projects is 48 months, starting on the date of the Recipient's federal Award (see Section D, Application and Submission Information). Any subsequent amendments to the federal Award will not extend the POP unless explicitly stated.

Extensions to the Period of Performance are allowed. For additional information on Period of Performance extensions, please refer to Section H, Additional Information, Period of Performance Extensions.

3. **Projected Period of Performance Start Date(s):** Will vary by Award
4. **Projected Period of Performance End Date(s):** 48 months for community flood mitigation projects and 36 months for all other projects from date of Award
5. **Funding Instrument Type:** Grant

C. Eligibility Information

1. Eligible Applicants

- States
- District of Columbia
- U.S. territories
- Indian tribal governments (federally recognized)

Each state, territory, the District of Columbia, and Indian tribal government (federally recognized) shall designate one agency to serve as the Applicant for FMA funding. Each Applicant's designated agency may submit only one FMA grant Application to FEMA. Applications under which two or more entities would carry out the Award are eligible, such as a multi-state or multi-tribal initiative; however, only one entity may be the Applicant with primary responsibility for carrying out the Award.

2. Eligible Subapplicants

Local governments, including cities, townships, counties, special district governments, and Indian tribal governments (including federally recognized tribes who choose to apply as subapplicants), are considered subapplicants and must submit subapplications to their state/territory/tribal Applicant agency. Certain political subdivisions (i.e., regional flood control districts or county governments) may apply and act as subapplicants if they are part of a community that is participating in the National Flood Insurance Program (NFIP) where the political subdivision provides zoning and building code enforcement or planning and community development professional services for that community. Contact

information for the State Hazard Mitigation Officers (SHMOs) is provided on the FEMA website at <https://www.fema.gov/state-hazard-mitigation-officers>.

- All subapplicants must be participating in the NFIP, and not be withdrawn, on probation, or suspended. Structures identified in the subapplication must have an NFIP policy in effect at the FMA application start date and must maintain it through completion of the mitigation activity and for the life of the structure. NFIP community status can be verified at <https://www.fema.gov/national-flood-insurance-program-community-status-book>.

3. Hazard Mitigation Planning

- Hazard Mitigation Plan Requirement

Applicants must have a FEMA-approved State or Tribal Hazard Mitigation Plan in accordance with Title 44 of the Code of Federal Regulations (C.F.R.) Part 201 by the Application deadline and at the time of obligation of grant funds for project, Project Scoping, and Technical Assistance subapplications. More detailed information is provided in Part III, E.5, Hazard Mitigation Plan Requirement, of the HMA Guidance, available on the FEMA website at <https://www.fema.gov/media-library/assets/documents/103279>.

Subapplicants must have a FEMA-approved Local or Tribal Hazard Mitigation Plan in accordance with 44 C.F.R. Part 201 by the Application deadline and at the time of obligation of grant funds for project, Project Scoping, and Technical Assistance subapplications.

- Mitigation Plan Integration Encouraged

In addition, communities are encouraged, but not required, to pursue Plan Integration, which is a process where communities look critically at their existing planning framework and align efforts. Integration of hazard mitigation principles into other local planning mechanisms (comprehensive plans, transportation plans, floodplain ordinances, etc.) and vice versa is vital to build a safer, more resilient community. This two-way exchange of information supports community-wide risk reduction, both before and after disasters occur. Not only will the community's planning efforts be better integrated, but by going through this process there is a higher level of interagency coordination, which is just as important as the planning mechanisms themselves. Additional information on Plan Integration can be found at https://www.fema.gov/media-library-data/20130726-1908-25045-0016/integrating_hazmit.pdf.

4. Application Submission in FEMA's Grant System

To be considered for funding, all Applicants must submit their FY 2020 FMA grant Application to FEMA via FEMA's grant application system (see Section D, Application and Submission Information).

5. Other Eligibility Criteria

All subapplications submitted under the Project Scoping priority (see Section E, Application Review Information) must demonstrate that future projects submitted would benefit NFIP insured properties by submitting a map and associated geospatial file(s) (e.g., Shapefile, KML/KMZ, Geodatabase, or other GIS enabled document) delineating the proposed project's benefitting area.

All subapplications submitted under the community flood mitigation project priority (see Section E, Application Review Information, of this NOFO) must demonstrate that the proposed project benefits NFIP insured properties by submitting a map and associated geospatial file(s) (e.g., Shapefile, KML/KMZ, Geodatabase, or other GIS enabled document) delineating: the proposed project footprint boundary, the area benefitting from project, and active NFIP policies (if this data is available).

All Project Scoping, community flood mitigation project, individual flood mitigation project, and Technical Assistance subapplications submitted as part of an FMA grant Application must be consistent with the goals and objectives identified in: the current, FEMA-approved State or Tribal (Standard or Enhanced) Mitigation Plan, and the local mitigation plan for the jurisdiction in which the project is located. Hazard Mitigation Plans should reflect state-wide mitigation priorities, across all potential federal and non-federal mitigation funding sources. Current mitigation plans are not required for Applicants and subapplicants submitting planning subapplications to develop a new flood mitigation plan or to update the flood portion of a mitigation plan.

6. Cost Share or Match

Cost share is required for all subapplications funded under this program. Federal funding is available for up to 75 percent of eligible costs in most cases. The remaining 25 percent of eligible costs must be derived from non-federal sources and applied in accordance with 2 C.F.R. § 200.306. For example, if the total cost is \$400,000 and the non-federal cost share is 25 percent, then the non-federal contribution is \$100,000: 25 percent of \$400,000 is \$100,000. FEMA may consider the non-federal cost share based on availability of remaining federal funds, as noted in Section E, Application Review Information.

- FEMA may contribute up to 100 percent federal cost share for severe repetitive loss (SRL) properties. An SRL property as defined under 42 U.S.C. 4104c(h)(3) is a structure that:
 - (a) Is covered under a contract for flood insurance made available under the NFIP; and
 - (b) Has incurred flood-related damage
 - i. For which four or more separate claims payments (includes building and contents) have been made under flood insurance coverage with the amount of each such claim exceeding \$5,000, and with the cumulative amount of such claims payments exceeding \$20,000, or

- ii. For which at least two separate claims payments (includes only building) have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the insured structure.
- FEMA may contribute up to 90 percent federal cost share for repetitive loss (RL) properties. An RL property as defined under 42 U.S.C. 4121 is a structure covered by a contract for flood insurance made available under the NFIP that:
 - (a) Has incurred flood-related damage on two occasions, in which the cost of the repair, on the average, equaled or exceeded 25 percent of the market value of the structure at the time of each such flood event; and
 - (b) At the time of the second incidence of flood-related damage, the contract for flood insurance contains Increased Cost of Compliance (ICC) coverage.

To receive an increased federal cost share, properties must meet one of the definitions for SRL or RL properties. Applicants and subapplicants that are requesting an increased federal cost share must submit documentation with their Application or subapplication demonstrating that properties meet these definitions. If documentation is not submitted with the Application or subapplication to support a reduced non-federal cost share, FEMA will provide no more than 75 percent federal cost share of the total eligible costs. The remaining 25 percent of eligible activity costs are derived from non-federal sources.

Structures with different federal cost-share requirements can be submitted in a single project subapplication. The overall project federal cost share documented in the Cost Share Section of the project subapplication should reflect the combined federal cost shares of the structures. For example, a project with \$100,000 costs for one SRL structure funded at 100 percent federal cost share plus \$100,000 costs for one RL structure funded at 90 percent federal cost share will have an overall project federal cost share of 95 percent, or \$190,000, of the \$200,000 total cost for both structures.

For insular areas, including American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands, FEMA automatically waives the non-federal cost share for the Recipient when the non-federal cost share for the entire Award is under \$200,000. If the non-federal cost share for the entire Award is \$200,000 or greater, FEMA may waive all or part of the non-federal cost share at the request of the Recipient. The Recipient may request 100 percent cost-share in its application.

The non-federal cost share may consist of cash, donated or third-party in-kind services, materials, or any combination thereof. Cash and third-party in-kind matches must consist of eligible costs (i.e., same eligibility as the federal share). Applicants cannot apply other federal Award funds toward the non-federal cost share unless the other federal statutory authority allows the funds to be used to meet cost-share requirements. Likewise, third-party in-kind matches used to meet the matching requirement may not be used to meet matching requirements for any other federal grant program. FEMA encourages

innovative use of public and private-sector partnerships to meet the non-federal cost share.

Ultimately, the Recipient is responsible for ensuring that it contributes the proper cost share to its actual project costs. **If actual total project costs exceed the projected total project costs stated in the federal Award, and the additional costs are not approved by FEMA, the Recipient will be responsible for contributing additional funds above the required cost match.** If actual total project costs are less than the projected total project costs stated in the federal Award, the Recipient will be responsible for contributing a cost match calculated as a percentage of those actual project costs.

More detailed information is provided in Part III, C, and Cost Sharing, of the HMA Guidance, available on the FEMA website at <https://www.fema.gov/media-library/assets/documents/103279>.

D. Application and Submission Information

1. Key Dates and Times

- | | |
|--|---|
| a. Application Start Date: | 09/30/2020 |
| b. Application Submission Deadline: | 01/29/2021 at 3:00 PM
[Eastern Time] |

All Applications must be received by 3:00 PM Eastern Time on January 29, 2021. FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the Application. The individual with the Authorized Organization Representative (AOR) role that submitted the Application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the Application. Applications received by FEMA GO after the established due date for Applications will be considered late and will not be considered for funding.

DHS/FEMA will not review Applications that are received after the deadline or consider these late Applications for funding. DHS/FEMA may, however, extend the Application deadline on request for any Applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the Applicant's control that prevent submission of the Application by the deadline, other exigent or emergency circumstances, or statutory requirements for DHS/FEMA to make an Award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and prior to the Application deadline. Failure to timely notify FEMA of the issue that prevented the filing of the Application within the required timeframe may preclude consideration of the Award. "Timely notification" of FEMA means the following: prior to the Application deadline and within 48 hours after the Applicant became aware of the issue.

A list of FEMA contacts can be found in Section G, “DHS Awarding Agency Contact Information.” For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 611-4700. For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If Applicants do not know who to contact or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Other Key Dates

Event	Suggested Deadline for Completion
Obtaining DUNS Number	Four weeks before actual submission deadline
Obtaining a valid EIN	Four weeks before actual submission deadline
Create account with login.gov	One week before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering with FEMA GO	One week before actual submission deadline
Submitting final Application in FEMA GO	By submission deadline

All complete Applications **must** be received by the established deadline.

2. Agreeing to Terms and Conditions of the Award

By submitting an Application, Applicants agree to comply with the requirements of this NOFO and the terms and conditions of the Award, should they receive an Award.

3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.

Hard copies of the NOFO can be downloaded at [Grants.gov](https://www.grants.gov/) or obtained via email from the Awarding Office points of contact listed in Section G, “DHS Awarding Agency Contact Information.”

For a hard copy of the full NOFO, please write a request to:

Kayed Lakhia

Director, Hazard Mitigation Assistance Division, Mitigation Directorate
Federal Insurance and Mitigation Administration
Federal Emergency Management Agency
400 C Street, SW
Washington, DC 20472

In addition, the following Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is: 1-800-462-7585.

4. Steps Required to Submit an Application, Unique Entity Identifier, and System for Award Management (SAM)

To apply for an Award under this program, all Applicants must:

- a. Apply for, update, or verify their Data Universal Numbering System (DUNS) Number from Dun & Bradstreet and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the Application, provide a valid DUNS number, which is currently the unique entity identifier;
- c. Have an account with login.gov;
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the Application;
- e. Register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBIZ POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/media-library/assets/documents/181607>;
- f. Submit the complete Application in FEMA GO; and
- g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal Award or an Application or plan under consideration by a federal awarding agency.

Applicants are advised that DHS/FEMA may not make a federal Award until the Applicant has complied with all applicable DUNS and SAM requirements. Therefore, an Applicant's SAM registration must be active not only at the time of Application, but also during the Application review period and when DHS/FMA is ready to make a federal Award. Further, as noted above, an Applicant's or Recipient's SAM registration must remain active for the duration of an active federal Award. If an Applicant's SAM registration is expired at the time of Application, expires during Application review, or expires any other time before Award, DHS/FEMA may determine that the Applicant is not qualified to receive a federal Award and use that determination as a basis for making a federal Award to another Applicant.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires Applicants to submit their Applications online through Grants.gov, depending on the funding opportunity. For this funding opportunity, FEMA requires Applicants to submit their Application through FEMA GO.

6. How to Register to Apply

a. *Instructions:*

Registering and applying for an Award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for

DHS/FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an Application meets the deadline, Applicants are advised to start the required steps well in advance of their submission.

Applicants must have a Data Universal Numbering System (DUNS) Number and an active System for Award Management (SAM) registration.

- 1) *Obtain a DUNS Number:* All entities applying for funding, including renewal funding, must have a Data Universal Numbering System (DUNS) number from Dun & Bradstreet (D&B). Applicants must enter the DUNS number in the data entry field labeled "Organizational DUNS" on the SF-424 form.

For more detailed instructions for obtaining a DUNS number, refer to:

<https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>

- 2) *Obtain Employer Identification Number:* In addition to having a DUNS number, all entities applying for funding must provide an employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting:
<https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

- 3) *Create a login.gov account:* Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here:
https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For Applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to: <https://www.sam.gov/SAM/pages/public/loginFAQ.jsf>.

- 4) *Register with SAM:* In addition to having a DUNS number, all Applicants applying online through Grants.gov must register with the System for Award Management (SAM). Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually.

For more detailed instructions for registering with SAM, refer to:

<https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>.

- 5) *Register in FEMA GO, add the organization to the system, and establish the AOR:* Register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBIZ POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/media-library/assets/documents/181607>.

7. Submitting the Application in FEMA GO

After submitting the final Application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the Application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives their Application.

8. Timely Receipt Requirements and Proof of Timely Submission

All Applications must be completed in FEMA GO by the Application deadline. Proof of timely submission is automatically recorded by FEMA GO. An electronic date/time stamp is generated within the system when the Application is successfully submitted to FEMA in FEMA GO. Additionally, the Applicant will receive a system-generated email to confirm submission.

FEMA will address any system-related issues Applicants and subapplicants are experiencing until 3:00 PM Eastern Time on 01/27/2021, two days before the application deadline. No new system-related issues will be addressed after this deadline. Applications not received by the Application submission deadline will not be accepted.

9. Content and Form of Application Submission

Application for Federal Assistance and Assurances and Certifications Forms

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at

<https://www.grants.gov/web/grants/forms/sf-424-family.html>.

- SF-424, Application for Federal Assistance
- Certification Regarding Lobbying
- SF-424A, Budget Information (Non-Construction)
 - For construction under an Award, submit SF-424C, Budget Information (Construction), in addition to or instead of SF-424A
- SF-424B, Standard Assurances (Non-Construction)
 - For construction under an Award, submit SF-424D, Standard Assurances (Construction), in addition to or instead of SF-424B
- SF-LLL, Disclosure of Lobbying Activities

- **Indirect Cost Rate Agreement or Proposal** if the budget includes indirect costs and the Applicant is required to have an indirect cost rate agreement or proposal. See further information below regarding allowability of indirect costs and documentation requirements, including if the Applicant does not have or is not required to have an indirect cost rate agreement or proposal, or contact the relevant DHS/FEMA staff identified in Section G, “DHS Awarding Agency Contact Information” for further instructions.

The SF-424 family of forms is available on the Grants.gov website at <http://www.grants.gov/web/grants/forms/sf-424-family.html>. The FEMA Form FF 20-16C, Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements is available from the FEMA library online at <https://www.fema.gov/media-library/assets/documents/9754>.

Applicants may require their subapplicants to complete and attach the grant Application and/or Assurance and Certifications forms to their planning, Project Scoping, community flood mitigation project, Technical Assistance, and individual flood mitigation project subapplications in FEMA’s grant application system.

Subapplicants should contact their Applicant agency for information specific to their state/territory/Indian tribal government’s (federally recognized) application process. Contact information for the SHMOs is provided on the FEMA website at <https://www.fema.gov/state-hazard-mitigation-officers>.

All Applicants must submit an FMA grant Application via FEMA’s grant application system by the Application deadline to be considered for funding. The required format for Applications and subapplications is built into FEMA’s grant application system:

- FMA Applications, including Applicant-approved planning, Project Scoping, community flood mitigation project, Technical Assistance, individual flood mitigation project, and management costs subapplications must be submitted in an FY 2020 FMA Application.
- Flood hazard mitigation planning activities must be submitted in a planning subapplication;
- Project Scoping activities must be submitted in a Project Scoping subapplication;
- Community flood mitigation projects and individual flood mitigation projects must be submitted in a project subapplication;
- Applicant management costs (for Applicants only) must be submitted in a management costs subapplication;
- Technical Assistance costs (for Recipients to which FEMA obligated an FY 2019 FMA Award of at least \$1 million federal share) must be submitted in a Technical Assistance subapplication.

Management Costs

Applicant requests for management costs must be submitted in a separate management costs subapplication in FEMA’s grant application system. Applicants may apply for

Applicant management costs of up to 10 percent of the total FMA grant application for management of the Award and all selected subawards.

Subapplicants may include subapplicant management costs of up to 5 percent of the total cost of their planning, Project Scoping, or mitigation project subapplication to manage the proposed subaward activities. Subapplicant management cost activities must be added to the Scope of Work section and identified as a line item in the Cost Estimate section of subapplications in FEMA's grant application system.

For additional information, please refer to Section D.13.b Management Costs.

10. Other Submission Requirements

This section sets forth documentation which must be provided to document specific eligibility criteria set forth in Section C, Eligibility Information, Other Eligibility Criteria.

Benefit-Cost Analysis for Mitigation Projects

Applicants and subapplicants applying for mitigation projects (community flood mitigation projects or individual flood mitigation projects) must provide a Benefit-Cost Analysis (BCA) or other documentation that validates cost-effectiveness. BCA is the method of estimating the future benefits of a project compared to its cost. The end result is a benefit-cost ratio (BCR), which is derived from a project's total net benefits divided by its total project cost. The total benefits and costs must be entered in the Cost-Effectiveness section of the project subapplication and a FEMA-approved BCA must be attached as documentation, as applicable. Planning, Project Scoping, Technical Assistance, and management costs subapplications do not require a BCA.

FEMA has created software to ensure that the BCR is calculated in accordance with FEMA's standardized methodologies and OMB Circular A-94, Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs, available on the Internet at <https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A94/a094.pdf> FEMA's Benefit Cost Toolkit is available on the FEMA website at <https://www.fema.gov/benefit-cost-analysis> Version 6.0 or newer are the only versions FEMA will accept as documentation for demonstrating cost effectiveness. A non-FEMA BCA methodology may only be used if pre-approved by FEMA in writing.

More detailed information is available in Part IV, I, Cost Effectiveness, of the HMA Guidance, available on the FEMA website at <https://www.fema.gov/media-library/assets/documents/103279>.

Acquisition Project Requirements

The subrecipient must provide FEMA with a signed copy of the Statement of Voluntary Participation for each property post-award. The Statement of Voluntary Participation formally documents the Notice of Voluntary Interest and information related to the purchase offer. The Statement of Voluntary Participation is available on the FEMA website at <https://www.fema.gov/media-library/assets/documents/13708>.

Subrecipients must apply deed-restriction language to all acquired properties to ensure that the property is maintained in perpetuity as open space consistent with the conservation of natural floodplain functions, as agreed to by accepting FEMA mitigation award funding. Deed-restriction language is applied to acquired properties by recording the open space and deed restrictions. The FEMA Model Deed Restriction is available on the FEMA website at https://www.fema.gov/media-library-data/20130726-1848-25045-1210/fema_model_deed_restriction.pdf. Subrecipients, as well as recipients and FEMA are responsible for enforcing compliance with open space restrictions pursuant to 44 CFR Part 80 requirements.

National Environmental Policy Act Requirements for Mitigation Projects

Applicants and subapplicants applying for mitigation projects (community flood mitigation projects or individual flood mitigation projects) must provide information needed to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. §§ 4321–4370h) and the related DHS and FEMA instructions and directives (i.e., DHS Directive 023-01, DHS Instruction Manual 023-01-001-01, FEMA Directive 108-1, FEMA Instruction 108-1-1). The required information is included in the subapplication in FEMA’s grant application system. Environmental Planning and Historic Preservation (EHP) Job Aids and Supplements are available on the FEMA website at <https://www.fema.gov/grants/guidance-tools/environmental-historic>. The required information is included in the subapplication in FEMA’s grant application system.

11. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state’s Single Point of Contact (SPOC) to comply with the state’s process under Executive Order 12372 (See <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; <https://www.whitehouse.gov/wp-content/uploads/2019/02/SPOC-February-2019.pdf>).

12. Funding Restrictions

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO or the terms and conditions of the Award.

Federal funds made available through an Award under this NOFO may only be used for the purpose set forth in this NOFO and the terms and conditions of the Award and must be consistent with the statutory and regulatory authority for the Award. Award funds may not be used for matching funds for any other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

The federal funding caps for FMA are as follows:

- \$600,000 per Applicant for all Project Scoping subapplications;
- \$30 million cap per community flood mitigation project subapplication;

- \$50,000 per Applicant for all Technical Assistance subapplications, for Recipients to which FEMA obligated an FY 2019 FMA Award of at least \$1 million federal share;
- \$100,000 per Applicant for flood hazard mitigation planning with maximums of:
 - \$50,000 for state flood hazard mitigation planning;
 - \$25,000 for local flood hazard mitigation planning;
- 10 percent of the total Application budget for Applicant management costs for Applicants to administer and manage Award and subaward activities (see the Management and Administration Costs subsection below);
- 5 percent of the total mitigation project, Project Scoping, and planning subapplication budget for subapplicant management costs for subapplicants to manage their subaward activities (see the Management and Administration Costs subsection below).

Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment and federal procurement requirements, please reference 2 C.F.R. Part 200, available at

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

More detailed information is available in Part III, E.1, Eligible Activities, of the HMA Guidance, available on the FEMA website at

<https://www.fema.gov/media-library/assets/documents/103279>.

13. Allowable Costs

a. Pre-Award Costs

Pre-award costs directly related to developing the FMA grant Application or subapplication that are incurred prior to the date of the grant award are allowed subject to FEMA approval at time of award. Such costs may have been incurred prior to Application submission, for example gathering NEPA data or developing a BCA (see Section D, Application and Submission Information), preparing design specifications, or conducting workshops or meetings related to development and submission of subapplications. To be eligible for FMA funding, pre-award costs must be identified as separate line items in the cost estimate of the subapplication.

Pre-award costs may be cost shared or Applicants and subapplicants may identify them as their non-federal cost share (see Section C, Eligibility Information, Cost Share or Match).

Costs associated with implementation of proposed projects in the submitted grant Application or subapplication that are incurred prior to the date of the grant Award are not allowed. Activities initiated or completed prior to the date of the grant Award are generally not eligible.

Applicants and subapplicants who are not awarded Awards or subawards will not receive reimbursement for the corresponding pre-award costs. More detailed information is provided in Part IV, F.2, Pre-Award Costs, of the HMA Guidance, available on the FEMA website at

<https://www.fema.gov/media-library/assets/documents/103279>.

b. Management Costs

Management costs are any indirect costs, any direct administrative costs, and other administrative expenses that are reasonably incurred in administering an Award or subaward.

Applicant and subapplicant management cost activities including the implementation of the FMA program, such as subapplication development, geocoding mitigation projects, delivery of Technical Assistance, managing Awards and staff salary costs are eligible for FMA funding in accordance with the HMA Guidance, available on the FEMA website at <https://www.fema.gov/media-library/assets/documents/103279>.

Applicants may apply for Applicant management costs of up to 10 percent of the total FMA grant Application for management of the Award and all selected subawards. Applicant requests for management costs must be submitted in a separate management costs subapplication in FEMA's grant application system (see Section D, Application and Submission Information, Content and Form of Application Submission).

Subapplicants may include subapplicant management costs of up to 5 percent of the total cost of their planning, Project Scoping, or mitigation project subapplication to manage the proposed subaward activities. Subapplicant management cost activities must be added to the Scope of Work section and identified in the Cost Estimate section of subapplications in FEMA's grant application system.

Indirect Cost Rates

As part of management costs, Applicants and subapplicants may charge indirect costs as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Subapplicants are not required to submit negotiated indirect cost rate agreements or proposals directly to FEMA, but they may need to submit them to the applicable Applicants per 2 C.F.R. § 200.331.

Applicants and subapplicants that are required to have either a negotiated indirect cost rate agreement or proposal may use their applicable indirect cost rate to charge indirect costs, but they may only charge an amount up to the applicable dollar cap set

above for all management costs. If Applicants or subapplicants are not required to have a negotiated indirect cost rate agreement or proposal, the Applicants should reach out on behalf of themselves or on behalf of subapplicants to the applicable contacts listed in Section G, DHS Awarding Agency Contact Information for further instructions.

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

FEMA will review subapplications submitted by each Applicant to ensure compliance with applicable regulations at 44 C.F.R. Parts 79, 80, and 201, and the HMA Guidance, including:

- Eligibility of the Applicant and subapplicant;
- Eligibility of proposed activities and costs;
- Completeness of the subapplication;
- Cost-effectiveness and engineering feasibility of mitigation projects; and
- Eligibility and availability of non-federal cost share.

For more detailed information, see Part VI, Application Review Information, of the HMA Guidance, available on the FEMA website at

<https://www.fema.gov/media-library/assets/documents/103279>.

b. Financial Integrity Criteria

Prior to making a federal Award, the DHS FEMA is required by 31 U.S.C. § 3321 note, 41 U.S.C. § 2313, and 2 C.F.R. § 200.205 to review information available through any OMB-designated repositories of government wide eligibility qualification or financial integrity information. Therefore, Application evaluation criteria may include the following risk-based considerations of the Applicant:

- 1) Financial stability.
- 2) Quality of management systems and ability to meet management standards.
- 3) History of performance in managing federal Award.
- 4) Reports and findings from audits.
- 5) Ability to effectively implement statutory, regulatory, or other requirements.

c. Supplemental Financial Integrity Criteria and Review

Prior to making a federal Award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000 (see Section 805 of the National Defense Authorization Act for Fiscal Year 2018, Pub. L. No. 115-91, OMB Memorandum M-18-18 at

<https://www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf>):

- 1) DHS/FEMA is required to review and consider any information about the Applicant that is in the designated integrity and performance system

accessible through SAM, which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS) and is accessible through the [SAM](#) website.

- 2) An Applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- 3) DHS FEMA will consider any comments by the Applicant, in addition to the other information in FAPIIS, in making a judgment about the Applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by Applicants as described in 2 C.F.R. § 200.205.

2. Review and Selection Process

a. Review Process

FEMA will select subapplications up to the available funding amount of \$160 million in the following order.

1. Project Scoping – up to \$4 million

FEMA will select the highest ranked eligible subapplication(s) for Project Scoping from each Applicant not to exceed \$600,000 total federal cost share. Project Scoping can be used to obtain data and to prioritize, select, and develop community flood mitigation projects and/or individual flood mitigation projects for future funding based on current FEMA-approved mitigation plans. In accordance with 44 C.F.R. Part 79 and HMA Guidance, Project Scoping subapplications will be evaluated to ensure that the end result will lead to an eligible project subapplication that will provide benefits to the NFIP.

Consideration of Project Scoping early in the decision-making process can help facilitate the development of a viable project, as well as project implementation. FY 2020 Project Scoping projects are not eligible for FY 2020 community flood mitigation project or traditional flood mitigation project funding. There is no guarantee for future HMA project funding if Project Scoping is awarded.

All Project Scoping subapplications must include the following elements:

- Use the **Project Scoping** application type within FEMA's grant application system to be considered,
- Be designated as a Project Scoping project in the subapplication title "Project Scoping for X", and
- Prove that the proposed project benefits NFIP insured properties by submitting a map and associated geospatial file(s) (e.g., Shapefile, KML/KMZ, Geodatabase, or other GIS enabled document) delineating:
 - Estimated area benefitting from the project

Eligible Project Scoping activities must benefit NFIP insured properties. Examples include, but are not limited to:

- Conducting meetings, outreach and coordination with subapplicants and community residents
- Developing or conducting engineering, environmental feasibility and/or benefit-cost analyses
- Undertaking activities that lead to development of project applications
- Evaluating facilities to identify mitigation actions
- Using staff or resources to develop cost share strategies

2. **Community Flood Mitigation Projects – up to \$70 million**

FEMA will then select the highest scored eligible community flood mitigation project subapplication(s) based on the FEMA scoring criteria (see below). Each subapplication shall not exceed \$30 million federal cost share. In accordance with 44 C.F.R. Part 79 and HMA Guidance, projects will be evaluated to ensure they will provide benefits to the NFIP.

All community flood mitigation project subapplications must include the following elements:

- Use the **Community Flood Control** code/activity type within FEMA’s grant application system to be considered,
- Be designated as community flood mitigation project in the subapplication title “Community Flood Mitigation Project”, and
- Prove that the proposed project benefits NFIP insured properties by submitting a map and associated geospatial file(s) (e.g., Shapefile, KML/KMZ, Geodatabase, or other GIS enabled document) delineating:
 - The proposed project footprint boundary,
 - Area benefitting from project, and
 - Active NFIP policies (if data available).

Eligible activities must benefit NFIP insured properties. Examples include, but are not limited to:

- Localized flood control
- Floodwater storage and diversion
- Floodplain and stream restoration
- Stormwater management
- Wetland restoration/creation

Subapplications submitted for either the Project Scoping funding or community flood mitigation project funding will be scored and selected based on the priorities in the following table, as needed:

Final Priority Scoring Criteria for Community Flood Mitigation Projects & Project Scoping		
Priority	Description	Total Points
NFIP Insured Multiple Loss Communities	Communities with 50 or more Repetitive Loss (RL) or Severe Repetitive Loss (SRL) structures and have received NFIP claims in a county that has received an Individual Assistance declaration for flood in the past 10 years.	Up to 200
NFIP Policy Holder	Points will be assessed for every NFIP policy that is active as of the FMA application start date (Section D, Application and Submission Information, Key Dates and Times) and is verified within the benefitting area of the project. (5 per NFIP Policy).	5 x Each NFIP Policy
Severe Repetitive Loss (SRL) and Repetitive Loss (RL) Properties	Points will be assessed for SRL or RL structure that is verified within the benefitting area of the project (5 per RL and 10 per SRL property).	5 x each RL 10 x each SRL
Private-Partnership Cost Share	Cost share taken on by private organizations/businesses emphasizing community participation, collaboration, and investment. Points will be assigned based on percentage of private cost share invested.	150
Community Rating System (CRS) Participation	The CRS recognizes and encourages community floodplain-management activities that exceed the minimum National Flood Insurance Program standards. Depending on the level of participation, flood insurance premium rates for policyholders can be reduced up to 45%. Highest weight will be assigned to class 1 and descending through lower classes. (Graded Scale: 1 = 100, 2 = 90, 3 = 80, 4 = 70, 5 = 60, 5 = 50, 6 = 40, 7 = 30, 8 = 20, 9 = 10)	10-100
Advance Assistance Generated Project (Projects Only)	Application generated from a previous FEMA HMA Advance Assistance Award.	20
Cooperating Technical Partners Program (CTP) Participation	The CTP is a qualified partnership program in which communities commit to collaborate in maintaining up-to-date flood hazard maps and other flood hazard information. Points will be assigned to CTP participating communities.	30

In the event of a tie between two or more community flood mitigation subapplications, FEMA will use the highest Benefit-Cost Ratio (BCR) as a tiebreaker for projects.

After meeting the \$70 million available for community flood mitigation or when all eligible community flood mitigation project subapplications have been

selected, FEMA will select eligible subapplications for the remaining funds in the following order:

3. Technical Assistance

FEMA will select eligible Technical Assistance subapplications up to \$50,000 federal cost share for Recipients to which FEMA obligated an FY 2019 FMA Award of at least \$1 million federal share.

4. Flood Hazard Mitigation Planning

FEMA will select eligible planning subapplications up to \$100,000 federal cost share per Applicant with a maximum of \$50,000 federal cost share for the flood only portion of state mitigation plan updates and a maximum of \$25,000 federal cost share for the flood only portion of local mitigation plans. FEMA may reduce the federal cost share of any planning subapplication that exceeds the statutory maximums.

5. Individual Flood Mitigation Projects

FEMA will select eligible individual flood mitigation project subapplications on a competitive basis in the following prioritized order:

- a. Projects that will mitigate flood damage to at least 50 percent of structures included in the subapplication that meet the definition in 42 U.S.C. § 4104c(h)(3)(B)(ii) of an SRL property: At least two separate NFIP claim payments have been made with the cumulative amount of such claims exceeding the market value of the insured structure.
- b. Projects that will mitigate flood damage to at least 50 percent of structures included in the subapplication that meet the definition of a RL property: have incurred flood-related damage on two occasions, in which the cost of the repair, on the average, equaled or exceeded 25 percent of the market value of the structure at the time of each such flood event.
- c. Projects that will mitigate flood damage to at least 50 percent of structures included in the subapplication that meet the definition in 42 U.S.C. § 4104c(h)(3)(B)(i) of an SRL property: four or more separate NFIP claims payments have been made with the amount of each claim exceeding \$5,000, and with the cumulative amount of claims payments exceeding \$20,000.

FEMA may rank subapplications higher in each of the above priorities where the average elevation federal cost share is less than \$250,000 for all single dwelling units and the average acquisition federal cost share is less than \$750,000 for all single dwelling units.

6. FEMA will select remaining eligible subapplications once all above priorities are met based on benefits to the NFIP.

Applicants must ensure that accurate NFIP policy numbers and RL numbers are included in all subapplications to be eligible to be selected for the above priorities.

For project subapplications in priority categories 5(a) through 5(c) above, FEMA will prioritize projects as follows:

- a. The highest percentage of structures included in the subapplication that meet the definition from 100 to 50 percent;
- b. The largest number of structures included in the subapplication that meet the definition;
- c. The highest percentage of structures included in the subapplication that were determined Substantially Damaged by the community within two (2) years of the Application Submission Deadline and a verification letter is attached to the Application;
- d. The lowest percentage of structures included in the subapplication that are Secondary Dwelling Units pursuant to the active NFIP Policy; and
- e. The projects with the highest FEMA-validated BCR.

FEMA may rank subapplications higher in each of the above priorities where the average elevation federal cost share is less than \$250,000 for all single dwelling units and the average acquisition federal cost share is less than \$750,000 for all single dwelling units.

If a project subapplication includes structures that meet the definition in more than one of the priority categories, then the project will be considered under each of those priority categories, and the structures that meet the definition of each priority category will be counted for that category.

- For example, a project with structures that meet the definition in priority category (a) is not selected for priority (a) because less than 50 percent of the structures included in the subapplication meet that definition. However, the project also contains structures that meet the definition in priority category (b). So the project is considered for priority (b), and the percentage of structures included in the subapplication that meet the definition in priority category (b) is used to determine whether it is selected.

FEMA may select a subapplication out of priority order based on one or more of the following factors:

- Availability of funding
- Duplication of subapplications
- Program priorities and policy factors
- Other pertinent information

b. Selection Status

After the review has been completed as described in Section E, Application Review Information, FEMA will designate the selected planning, project, Project Scoping, and Technical Assistance subapplications as one of the following three statuses:

1. **Identified for Further Review (IFFR)** – Applicants with planning, project, Project Scoping and/or Technical Assistance subapplication(s) that are Identified for Further Review that submitted a management costs subapplication in their FMA grant Application (see Section D, Application and Submission Information, Content and Form of Application Submission) are eligible to receive Applicant management costs not to exceed 10 percent of the selected planning and project subapplications.
2. **Not Selected** – This means the subapplication is eligible but was not selected due to a lack of available funding under the applicable subtotals.
3. **Does Not Meet HMA Requirements** – This means the subapplication does not satisfy the eligibility and completeness requirements.

c. Request for Reconsideration

At its discretion, and at the request of the Applicant or subapplicant (through the Applicant), FEMA may reconsider a decision regarding a planning, project, or Technical Assistance subapplication that is Not Selected or Does Not Meet HMA Requirements only where there is an indication of substantive technical or procedural error that may have influenced FEMA's decision. There will be no reconsideration regarding the amount of planning subapplications, Applicant management costs, or Technical Assistance costs. Applicants must send requests for reconsideration based on technical or procedural error to their FEMA Regional Office within 60 days of the posting of subapplication status. Subapplicants should contact their Applicant agency regarding reconsideration requests, so that the Applicant may submit it to FEMA on their behalf. Contact information for each SHMO is provided at <https://www.fema.gov/state-hazard-mitigation-officers>.

The FEMA Regional Office will review reconsideration requests received from Applicants and submit the Regional recommendation to FEMA Headquarters. FEMA Headquarters will make a final determination to overturn or uphold the original decision and send the response to the Applicant.

Prior to making an Award, FEMA will evaluate Applicants to determine the level of risk when there is a history of failure to comply with general or specific terms and conditions of a federal Award or failure to meet the expected performance goals. If FEMA determines that a federal Award will be made, special conditions that correspond to the degree of risk assessed may be applied to the Award, as specified in Part VI, B, Risk Assessment Prior to FMA Award, of the HMA Guidance, available on the FEMA website at <https://www.fema.gov/media-library/assets/documents/103279>.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the Award, the AOR and Recipient should carefully read the Award package. The Award package includes instructions on administering the grant Award and the terms and conditions associated with responsibilities under federal Awards. Award package must be accepted within 30 days of receipt. **Recipients must accept all conditions in this NOFO as well as any special terms and conditions in the Notice of Award to receive an Award under this program.**

FEMA will provide the federal Award package to the Applicant electronically via FEMA's grant application system. Award packages include an Award letter, Obligor Document for Awards/Amendments, and Articles of Agreement, including EHP review and/or other conditions. An email notification of the Award package will be sent through FEMA's grant application system to the Applicant POC(s) designated in the FMA grant application. See 2 C.F.R. § 200.210, Information contained in a federal Award at <http://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-210>.

When FEMA obligates funds for a grant to an Applicant, the Applicant and subapplicant are denoted as Recipient and subrecipient, respectively. The Recipient and subrecipient agree to abide by the grant Award terms and conditions as set forth in the Articles of Agreement provided in the Award package. Recipients must accept all conditions in this NOFO as well as any Special Terms and Conditions. For detailed information, see Part VI, A, Notice of Award, of the HMA Guidance, available on the FEMA website at <https://www.fema.gov/media-library/assets/documents/103279>.

FEMA or the Department of Homeland Security may initiate a formal evaluation of programs, projects or activities supported by this grant. By accepting grant funds, Recipients agree to participate in the evaluation, which may include analysis of individuals who benefit from the grant (such as property owners), and providing access to program operating personnel and participants, as specified by the evaluator(s) including after the period of performance.

2. Administrative and National Policy Requirements

All successful Applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the Award was made. Terms and conditions for each Award will be clearly stated in the Award package at the time of Award.

Construction Project Requirements

Acceptance of federal funding requires FEMA, the Recipient, and any subrecipients to comply with all federal, state, and local laws prior to the start of any construction activity. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. Also:

- Any change to the approved scope of work will require re-evaluation by FEMA for Recipient and subrecipient compliance with the NEPA and other laws and Executive Orders.
- If ground-disturbing activities occur during construction, the Recipient and any subrecipients must ensure monitoring of ground disturbance, and if any potential archaeological resources are discovered, the subrecipient will immediately cease construction in that area and notify the Recipient and FEMA.
- All mitigation projects must be in in conformance with flood insurance requirements. This means that if the project is located in a Special Flood Hazard Area (SFHA): (a) the project must be in a jurisdiction participating in the National Flood Insurance Program (NFIP); and (b) the property owner(s) must obtain and maintain flood insurance for the life of the structure, regardless of transfer of ownership, in an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the mitigated property, whichever is less.

Environmental Planning and Historic Preservation (EHP) Compliance

Applicants and subapplicants proposing projects that have the potential to affect the environment, including but not limited to modification or renovation of existing buildings, structures and facilities, or new construction, including replacement of facilities, must participate in the FEMA EHP review process. See FEMA Directive 108-1: *Environmental Planning and Historic Preservation Responsibilities and Program Requirements* (October 10, 2018); FEMA Instruction 108-1-1: *Instruction on Implementation of the Environmental Planning and Historic Preservation Responsibilities and Program Requirements* (October 10, 2018), accessible at <https://www.fema.gov/media-library/assets/documents/118323>.

The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to adversely affect environmental resources and/or historic properties. EHP Job Aids and Supplements are available on the FEMA website at <https://www.fema.gov/grants/guidance-tools/environmental-historic>.

3. Reporting

Recipients are required to submit quarterly financial and performance reports to FEMA as a condition of their Award acceptance throughout the period of performance, even for periods where no grant Award activity occurs. Future Awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate a lack of progress, or are insufficient in detail.

The following reporting periods and due dates apply:

Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

a. Federal Financial Reporting Requirements

The Federal Financial Report (FFR) form is available online at:

[SF-425 OMB #4040-0014](#)

Recipients must report obligations and expenditures on a quarterly basis through the FFR to DHS/FEMA. Recipients must file the FFR electronically using FEMA GO. Recipients must submit an FFR quarterly throughout the period of performance, including partial calendar quarters, as well as for periods where no grant Award activity occurs. FEMA may withhold future Awards and fund drawdowns if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

b. Programmatic Performance Reporting Requirements

In addition to the FFR reports, Recipients must report on the progress of the grant on a quarterly basis to DHS/FEMA using the Quarterly Performance Report in FEMA's grant application system. The Quarterly Performance Reports must be submitted electronically in FEMA's grant application system throughout the period of performance, even for periods where no grant Award activity occurs. Reports are due within 30 days from the end of the first federal quarter following the initial grant Award and within 30 days after every subsequent quarter until the grant ends.

c. Closeout Reporting Requirements

Within 90 days after the end of the period of performance, or after an amendment has been issued to close out a grant, Recipients must submit the following:

- 1) The final request for payment, if applicable;
- 2) The final FFR (SF-425);
- 3) The final progress report detailing all accomplishments;
- 4) A qualitative narrative summary of the impact of those accomplishments throughout the period of performance; and
- 5) Other documents required by this NOFO, terms and conditions of the Award, or other DHS FEMA guidance.

If applicable, an inventory of all construction projects that used funds from this program must be reported with the final progress report.

After these reports have been reviewed and approved by DHS FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for three years from the date of the final FFR, unless a longer period applies, such as due to an audit or litigation, for

equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.333.

In addition, any Recipient that issues subawards to any subrecipient is responsible for closing out those subawards as described in 2 C.F.R. § 200.343. Recipients acting as pass-through entities must ensure that they complete the closeout of their subawards in time to submit all necessary documentation and information to DHS FEMA during the closeout of their prime grant Award.

The Recipient is responsible for returning any funds that have been drawn down but remain as unliquidated on Recipient financial records.

d. Disclosing Information per 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a Recipient enters into a grant Award with DHS FEMA the Recipient must notify DHS FEMA if it knows if it or any of the Recipient's principals under the Award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- 1) Are presently excluded or disqualified;
- 2) Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the Recipient's principals for one of those offenses within that time period;
- 3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- 4) Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the Award, if the Recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the Recipient must provide immediate written notice to DHS FEMA in accordance with 2 C.F.R. § 180.350.

e. Reporting of Matters Related to Recipient Integrity and Performance

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to Applicants who, if upon becoming Recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds \$10,000,000 for any period of time during the period of performance of an Award under this funding opportunity. Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

4. Monitoring

Per 2 C.F.R. § 200.336, DHS FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems to review project accomplishments and to provide any required technical assistance. During site visits, DHS FEMA will review grant Recipients' files related to the grant Award. As part of any monitoring and program evaluation activities, grant Recipients must permit DHS FEMA upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to DHS FEMA requests for information relating to the grant program.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

Program/Financial and Administrative Questions

General questions about the FMA program can be directed to the appropriate FEMA Regional Office or SHMO. Contact information for FEMA Regional Offices is provided at <https://www.fema.gov/about/contact>. Contact information for the SHMOs is provided at <https://www.fema.gov/state-hazard-mitigation-officers>.

The HMA Helpline is available by telephone 1-866-222-3580 or email HMA-NonDisaster@fema.dhs.gov.

For questions about cost-effectiveness and FEMA's BCA software, contact the BC Helpline by telephone 1-855-540-6744 or email BCHelpline@fema.dhs.gov.

The Feasibility and Effectiveness Helpline is available for guidance on FEMA Building Science publications by email FEMA-BuildingScienceHelp@fema.dhs.gov. A Helpline for guidance on FEMA Safe Room publications is available by email Saferoom@fema.dhs.gov.

For questions about NEPA or EHP requirements, the EHP Helpline is available by telephone 1-866-222-3580 or email ehhelpline@fema.dhs.gov.

Resources and job aids intended to help prepare Applications and subapplications are available on FEMA's Hazard Mitigation Assistance webpage at <https://www.fema.gov/application-development-1>.

FEMA publications that specify the documentation and information necessary for FEMA to review project subapplications for feasibility and effectiveness, cost-effectiveness, and potential impacts on environmental and cultural resources are available on the FEMA website at <https://www.fema.gov/hazard-mitigation-assistance-publications>.

2. Systems Information

Information, training, and resources on FEMA's grant outcomes system for Applicant and subapplicant users are available at <https://go.fema.gov>.

H. Additional Information

1. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA Recipients have not fully adhered to proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program.

The below highlights the Federal procurement requirements for FEMA Recipients when procuring goods and services with federal grant funds. FEMA will include a review of Recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with Federal Procurement Standards at 2 C.F.R. §§ 200.317 – 200.326.** Select requirements under these standards are listed below. The Recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal Award, states must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must follow 2 C.F.R. § 200.322 regarding procurement of recovered materials, and 2 C.F.R. § 200.326 regarding required contract provisions.

All other non-federal entities, including tribal governments, must use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319.

a. Competition and Conflicts of Interest

Among the requirements of 2 C.F.R. § 200.319(a) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as

described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.326, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(b), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal

value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity. If the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local government, territory, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

b. Supply Schedules and Purchasing Programs

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

i. General Services Administration Schedules

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <https://www.gsa.gov/resources-for/programs-for-State-and-local-governments> and <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.326, such as contract cost and price (§ 200.323) and solicitation of minority, women-owned, or small businesses (§ 200.321).

ii. Other Supply Schedules and Programs

For non-federal entities other than states, such as tribes, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all of the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.326; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the Recipient discuss the procurement plans with the applicable Program Analyst or Grants Management Specialist.

c. Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to keep maintain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

2. Period of Performance Extensions

Extensions to the period of performance under this program are allowed (per Part VI, D.4.1, Extensions, of the HMA Guidance, available on the FEMA website at <https://www.fema.gov/media-library/assets/documents/103279>).

Recipients must submit proposed extension requests to FEMA for review and approval at least 60 days prior to the expiration of the grant period of performance.

Extensions to the initial period of performance identified in the Award will be considered only through formal, written requests to the Recipient's respective Region and must contain specific and compelling justification as to why an extension is required. Recipients are advised to coordinate with the Region as needed when preparing an extension.

All extension requests must address the following:

1. Grant Program, Fiscal Year, and Award number;
2. Verification that progress has been made as described in quarterly reports;
3. Reason for delay – this must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of Awarded funds by the applicable deadline;
4. Current status of the activity/activities;
5. Approved period of performance termination date and new project completion date;
6. Amount of funds drawn down to date;
7. Remaining available funds, both federal and non-federal;
8. Budget outlining how remaining federal and non-federal funds will be expended;
9. Plan for completion including milestones and timeframes for achieving each milestone and the position/person responsible for implementing the plan for completion; and
10. Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work approved by FEMA.

FEMA will evaluate requests for extensions to a grant period of performance. Based on sufficiency of justification, the FEMA Regional Administrator can issue up to two extensions of the period of performance for up to 12 months each.

3. Payment

FMA payment/drawdown requests are generated using FEMA GO and are governed by applicable federal regulations, including 2 C.F.R. § 200.305.

Recipients should not expend funds or request drawdowns until all special conditions listed on the grant Award document are met and FEMA has approved the request for payment in FEMA GO.

Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages Recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to Recipients. To enroll in the DD/EFT, the Recipient must complete a SF-1199A, Direct Deposit Form.

4. Conflicts of Interest in the Administration of Federal Awards or Subawards

To eliminate and reduce the impact of conflicts of interest in the subaward process, Recipients must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients are also required to follow any applicable state, local, or tribal statutes or regulations governing conflicts of interest in the making of subawards.

The Recipient must disclose to FEMA, in writing, any real or potential conflict of interest as defined by the federal, state, local, or tribal statutes or regulations or their own existing policies that may arise during the administration of the federal Award. Recipients must disclose any real or potential conflicts to the FEMA Program Analyst within 15 days of learning of the conflict of interest, per Part III, D.2, Conflict of Interest, of the HMA Guidance, available on the FEMA website at

<https://www.fema.gov/media-library/assets/documents/103279>. Similarly, subrecipients must disclose any real or potential conflict of interest to the Recipient as required by the Recipient's conflict of interest policies, or any applicable state, local, or tribal statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal Award in situations where a FEMA employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an Applicant, subapplicant, Recipient, subrecipient, or FEMA employee.

5. Encouraged Use of Certain Products Produced in the United States

Pursuant to Executive Order 13858, "Strengthening Buy-American Preferences for Infrastructure Projects," FEMA encourages Recipients to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States, in projects funded by an Award under this programs affecting surface transportation, including roadways, bridges, railroads, and transit; aviation; ports, including navigational channels; water resources projects; energy production, generation, and storage, including from fossil-fuels, renewable, nuclear, and hydroelectric sources; electricity transmission; gas, oil, and propane storage and transmission; electric, oil, natural gas, and propane distribution systems; broadband internet; pipelines; stormwater and sewer infrastructure; drinking water infrastructure; and cybersecurity.

Notwithstanding this encouragement, non-Federal entities must ensure that all costs, procurements and contract actions are consistent with the law, this NOFO, program regulations and guidance, and the costs and federal procurement standards at 2 C.F.R. Part 200.

6. Record Retention

a. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.333. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **3 years after final disposition of the property**. *See* 2 C.F.R. § 200.333(c).
- If any litigation, claim, or audit is started before the expiration of the 3-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.333(a).
- The **record retention period will be extended if the recipient is notified in writing** of the extension by DHS/FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs. *See* 2 C.F.R. § 200.333(b).
- Where DHS/FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.333(e).
- For indirect cost rate proposals, cost allocation plans, or other rate computations records, the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted for negotiation**. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.333(f).

b. Types of Records to Retain

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations

- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.333, 200.336.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

Subapplicant information

Name of federal agency **FEMA**
Type of submission **Application**

JEFFERSON COUNTY COURT HOUSE

1149 PEARL ST STE 301
BEAUMONT, TX 77701 United States

State	DUNS #	EIN #
TX	010807535	746000291

Subapplicant type **Local Government**
Is the subapplicant subject to review by Executive Order 12372 Process? **No - Not covered**
Is the subapplicant delinquent on any federal debt? **No**

Contact information

Subrecipient Authorized Representative (SAR)

Patrick Swain	Primary phone	Mailing address
pswain@co.jefferson.tx.us		

Point(s) of contact

MR Steven Safford County Engineer	Primary phone 4098358584 Work	Additional phones 4098358584 Mobile	Mailing address 1149 Pearl Street Beaumont, Texas 77701-3600 Beaumont TX 77701
ssafford@co.jefferson.tx.us	Fax		

Community

Please provide the following information. If the Congressional district number for your community does not display correctly, please contact your State NFIP coordinator.

Add Communities

Please find the community(ies) that will benefit from this mitigation activity by clicking on the Find communities button. If needed, modify the Congressional District number for each community by entering the updated number under the U.S. Congressional District column for that community. When finished, click the Continue button. NOTE: You should also notify your State NFIP coordinator so that the updated U.S. Congressional District number can be updated in the Community Information System (CIS) database.

Community name	County code	CID number	CRS community	CRS rating	U.S. Congressional District
JEFFERSON COUNTY *	245	480385	N		1,9

Please provide any additional comments below (optional).

Project will encompass homes in the geographical area of Jefferson County, Texas

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Assurances Forms and 424 Forms and Funds commitment letter signed.pdf	01/15/2021	jgray@tidalbasin.rphc.com	Community Attachments	All Assurance Forms, All 424 Forms and Funds Commitment letter	
Resolution_signature Authority.pdf	01/13/2021	jgray@tidalbasin.rphc.com	Community Attachments	Resolution giving Patrick Swain signature authority for FMA grant and all grants applied in FEMA GO in the future	

Mitigation plan

Please provide your plan information below.

Is the entity that will benefit from the proposed activity covered by the current FEMA approved multi-hazard mitigation plan in compliance with 44 CFR Part 201? **Yes**

Please provide plan detail

Plan name Jefferson County Hazard Mitigation Plan Update 2017	Plan type Local Multijurisdictional Multi-Hazard Mitigation Plan	Plan approval date 08/29/2017
Proposed activity description		

Please provide any additional comments below (optional). **Mitigation plan expires August 28, 2022 and Jefferson County plans on updating this plan before expiration date.**

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
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Scope of work

The project Scope of Work (SOW) identifies the eligible activity, describes what will be accomplished and explains how the mitigation activity will be implemented. The mitigation activity must be described in sufficient detail to verify the cost estimate. All activities for which funding is requested must be identified in the SOW prior to the close of the application period. FEMA has different requirements for project, planning and management cost SOWs.

Subapplication title (include type of activity and location) **FMA Jefferson County Home Elevations**

Activities

Primary activity type **Elevation**

Secondary activity type (Optional)

Geographic areas description **Jefferson County was established in 1836 as a**

municipality of Mexico and was organized as a county in 1837. It is named for U.S. president Thomas Jefferson, and Beaumont is the county seat. Jefferson County has a total area of 1,113 square miles, of which 876 square miles is land and 236 square miles (21%) is water. The County consists of several cities, a few census-designated places, and unincorporated areas. Primary waterways within Jefferson County include the Neches River, Pine Island Bayou and its tributaries, Walker Branch and Walker Branch Tributary, Taylor Bayou and its tributaries, Rhodair Gully, Mayhaw Bayou, Hillebrandt Bayou (a major tributary of Taylor Bayou) with its tributaries, Willow Marsh Bayou, Bayou Din and its tributaries, Bayou Din Tributary, Kidd Gully and Cotton Creek. Soils in Jefferson County have high concentrations of clay and silt, with low infiltration rates and high runoff potential. Jefferson County is characterized by flat, featureless terrain that slopes gently to the Gulf of Mexico. Elevations range from sea level to approximately forty-five (45) feet. Belts of hardwood and pine are found in the upland portions of the county. Swamps exist in the floodplains of the Neches River and the major bayous. The swamps support vegetation such as cypress trees, and water tolerant grass and sedges in a few cleared areas. Most open land is prairie land used for grazing and rice production. Large areas of tidal marsh along the Gulf of Mexico/Sabine Lake support a dense growth of salt-water vegetation, principally cord grass and marsh cane.

Community lifelines

Primary community lifeline

Primary sub-community lifeline

Secondary community lifeline (optional)

Hazard sources

Primary hazard source

Secondary hazard source (optional)

Tertiary hazard source (optional)

Is this a phased project?

Safety and security

Community safety

Flooding

No

Are you doing construction in this project?	Yes
Population affected	0.01
Detail/description of stated percentage	With the limited amount of homes participating in this elevation project, the population affected by the project is measured as a very small percentage of Jefferson County's citizens.
Provide a clear and detailed description of your proposed activity	The proposed project is to elevate five (5) homes throughout Jefferson County that have been flooded numerous times, most recently by two unprecedented flooding events that affected large portions of the County. Each of the five properties are SRL properties, according to the attached RL/SRL calculations. Each home will be evaluated and with the unprecedent storm events of Hurricane Imelda and Harvey, home owners will be given the opportunity to raise 2 feet above the BFE and in some instances, to the highwater mark on record for these storms. Some homes will have their FFE and BFEs re-established in order to determine the best final elevation heights for the home, based on past damages and frequency of flooding. Once the application is approved or selected for further funding surveys will be completed to establish the elevation heights needed. Currently, some of the homes are already 2 feet above the BFE which is the current county ordinance for elevation. Even with the homes' current FFE being 2 feet above the BFE, they still experienced significance flooding damage during Imelda and Harvey; further evidence the homes will probably be elevated to the historic water level once surveying is completed.
How will the mitigation activity be implemented?	Once the grant is awarded, FEMA will notify TWDB, who will notify Jefferson County that project implementation can commence. Homeowners will be made aware of the project funding and will be invited to attend a meeting with County Officials and the Project Management Team. At this time, the Acknowledgement of Conditions form that identifies that the homeowner will comply with 44 CFR, Part 60, specifically that the homeowner agrees to permanently maintain flood insurance on the property and that the use of the building located below the Base Flood Elevation will be followed as prescribed by 44 CFR, Part 60. Further, at this meeting with the Homeowner and the County, the Project Management Team will discuss the timeline for implementation and requirements for moving forward. Elevation Contractors will be invited to provide bids to homeowners. Contractors that are selected to mitigate houses will submit contractor costs estimates to Jefferson County for compliance and financial review. The Project Management Team will visit elevation sites regularly to conduct inspections and to verify the scope of work is

being adhered to once the construction begins. The County will meet all requirements for documentation of completion of elevations, including ensuring that a post project elevation certificate is obtained and all photos and receipts have been obtained, and a Certificate of Occupation is provided to the homeowner as needed. When the project reaches 100% completion, all necessary final inspections will be conducted and the County will contact TDEM to request that the grant be closed out. This project will ensure that structures are elevated to the Base Flood Elevation or the Preliminary Base Flood Elevation, whichever is more stringent, plus two feet of freeboard. Once the project has been approved by FEMA and elevating contractors have been secured, compliant preliminary schematic or engineering drawings/design for each elevated property will be provided as required by TDEM and FEMA. The County will ensure that all appropriate building codes are promulgated to elevation contractors and the County will ensure that all applicable codes and standards have been met, including ASCE 24-14. Once project is approved the county will complete an extensive project implementation plan and provide to TWDB and FEMA for review and approval.

Describe how the project is technically feasible and will be effective in reducing the risk by reducing or eliminating damage to property and/or loss of life in the project area. Please include engineering design parameters and references to the following: preliminary schematic or engineering drawings/design; applicable building codes; engineering practices and/or best practices; level of protection (e.g., life safety, 100-yr flood protection with freeboard, 100-yr wind design, etc.):

This project will ensure that structures are elevated to the Base Flood Elevation, Preliminary Base Flood Elevation; whichever is more stringent, plus two feet of freeboard and the historic highwater mark for homes that already meet this criteria, once a full evaluation/survey is completed. Once the project has been approved by FEMA and elevation contractors have been secured, compliant preliminary schematic or engineering drawings/design for each elevated property will be provided, as required by TDEM and FEMA. The County will ensure that all appropriate building codes are promulgated to elevation contractors and the County will ensure that all applicable codes and standards have been met, including ASCE 24-14. The elevation of the proposed homes will lessen the damages to these homes during future flooding events, lessen the burden of insurance premiums on the homeowners and provide benefits to the already strapped NFIP program payouts to these homes.

Who will manage and complete the mitigation activity?

Jefferson County employees, more specifically the selected Project Management Team and its qualified contractors who have administered many flood mitigation grants and activities in the past. A through project management plan will be put in place clearly showing goals and objectives to meet regulations, budget and schedule once project is selected for further funding opportunity and/or approved for funding.

Will the project address the hazards identified and what risks will remain from all hazards after project implementation (residual risk)?

The elevation of the proposed homes will reduce the risk of future flooding, premiums on NFIP insurance for homeowners and lessen the impact on the NFIP deficit. There will be residual risk to a future 1000+ year flood event and potential damage to home a from a high wind event if homes are not elevated some potentially to the historic high water mark.

When will the mitigation activity take place?

Once the grant is awarded the the project will kickoff as described in the implementation section and last no longer than the schedule/milestones depicts.

Explain why this project is the best alternative. What alternatives were considered to address the risk and why was the proposed activity considered the best alternative?

After coordination and extensive out reach to the public (affected homeowners) the elevation project was determined to be the consensus of homeowners. Homeowners did not want to move and did not want to demolish there homes so both relocation and acquisition/demolition was ruled out. Elevation project was selected so homeowners could keep there current homes and the county would continue to keeps its tax base for future years to come. The homeowners have a valued interest in current home and in the Jefferson County community making the elevation the right thing to do for all parties by reducing future damages, premiums on every rising flood insurance and claims to the NFIP. No action has been the current approach and is no longer the need of the community through outreach activities. No action would continue allowing flood waters to damage these homes and also with the increase in flood insurance could eventually financially ruin homeowners who can not afford future premiums.

Please identify the entity that will perform any long-term maintenance and provide a maintenance, schedule and cost information. The subapplicant or owner of the area to be mitigated is responsible for maintenance (including costs of long-term care) after the project is completed?

Homeowners will take care of there properties maintenance after closeout of the grant just as then have in the past with there individual tastes and level of effort. Elevation of the home will lead to better maintenance as more time will spent maintaining then constantly having to repair from flood damage.

Additional comments (optional)

THE Acknowledgement of conditions for mitigation actions document will be signed by each homeowner once project has been selected for further funding opportunity or approved. The county is aware of the requirement and will ensure this is completed as part of the project implementation plan which will also be completed upon approval of the application

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
(02) BCA Narrative - 10112 Winzer Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	No description given.	
14876 Boondocks Rd BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	No description given.	
NOVI Points.zip	01/12/2021	jgray@tidalbasin.rphc.com	Scope of Work Attachments	Geospatial files of homes to be elevated	
(05) BCA Narrative - 10263 Winzer Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	No description given.	
9900 Winzer Road BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	No description given.	
(06) BCA Narrative - 14876 Boondocks Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	No description given.	
10197 Winzer Road BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	No description given.	
10263 Winzer Road - BCA Module - Updated 1-22-21.xlsx	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	No description given.	
10263 Winzer Road BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	No description given.	
Aggregate BCR - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	No description given.	
JeffCoTX_NOVI_Pts.pdf	01/14/2021	jgray@tidalbasin.rphc.com	Scope of Work Attachments	Overhead map of Home Locations	
(01) BCA Narrative - 9900 Winzer Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	No description given.	
(04) BCA Narrative - 10197 Winzer Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	No description given.	

Filename	Date uploaded	Uploaded by	Label	Description	Action
10112 Winzer Road BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	No description given.	

Schedule

Specify the work schedule for the mitigation activities.

Add tasks to the schedule

Please include all tasks necessary to implement this mitigation activity; include descriptions and estimated time frames.

Task Name Project Award	Start Month 1	Task Duration (in Months) 1 months	Task Description Mobilization of Project Team
Task Name Team Meeting	Start Month 2	Task Duration (in Months) 1 months	Task Description Homeowners notified, meeting scheduled to go over deliverables and timelines
Task Name Elevation Bids	Start Month 3	Task Duration (in Months) 3 months	Task Description Bids after elevations have been determined
Task Name Cost Calculations	Start Month 6	Task Duration (in Months) 2 months	Task Description Cost estimates for homes will be compliance reviewed and negotiated as needed

Task Name Construction Starts	Start Month 8	Task Duration (in Months) 18 months
Task Description Start construction on elevations		
Task Name Inspections	Start Month 8	Task Duration (in Months) 18 months
Task Description Inspection during construction		
Task Name Construction Ends	Start Month 26	Task Duration (in Months) 2 months
Task Description All elevations completed		
Task Name Documentation	Start Month 28	Task Duration (in Months) 2 months
Task Description Elevation Certificates/Certificate of Occupation completed and all applicable forms and requirements		
Task Name Closeout	Start Month 30	Task Duration (in Months) 2 months
Task Description Review all docuemntation/inspections and finacial costs package and send to TDEM/FEMA for review and closeout		

Estimate the total duration of your proposed activities (in months). **32**

Proposed project start and end dates

Start Date **2021-04-15**

End Date **2023-12-15**

Budget

Budget cost estimate should directly link to your scope of work and work schedule. You must add at least one item(s) greater than 0 for your cost estimate. As necessary, please adjust your federal/non-federal cost shares, and add the non-federal funding source(s) you are planning to use this project. Once you have completed this section, please click the Continue button at the bottom of this page to navigate to the next section.

Add budget cost types and item(s)

First, click the Add cost type button below to add cost type cost estimate and then click the Add item(s) button to add the item(s) for the cost estimate.

Grand total: \$1,010,727.90

Budget type: Construction

▶	Cost type: Cost estimate	\$962,598.00
▶	Cost type: Management cost	\$48,129.90

Program income (optional)

Cost share

Cost share or matching means the portion of project costs not paid by federal funds.

Proposed federal vs. non-federal funding shares

Hazard Mitigation Assistance (HMA) funds may be used to pay up to 75% federal share of the eligible activity costs. For Building Resilient Infrastructure and communities (BRIC), small impoverished communities may be eligible for up to 90% federal share. For Flood Mitigation Assistance (FMA), and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share. Flood Mitigation Assistance (FMA) and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share.

Is this a small impoverished community? ⓘ This determines your federal/non-federal share ratio			
		% Percentage	\$ Dollar amount
	Proposed federal share	100.00	1010727.90
	Proposed non-federal share	0.00	0.00
			Based on total budget cost: \$1,010,727.90

Federal share ratio.

No

Please provide justification for exceeding the allowable federal share here.

Management Costs added to Federal share portion in accordance with DRRRA changes to cost calculations, 5% of budget @ 100% federal cost share. All homes are calculated as SRL properties and are 100% federally funded.

Non-federal funding sources here

That portion of the total costs of the program provided by the non-federal entity in the form of in-kind donations or cash match received from third parties or contributed by the agency. In-kind contributions must be provided and cash expended during the project period along with federal funds to satisfy the matching requirements.

Funding source	Funding amount	% Non-federal share by source
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Please provide any additional comments below (optional).

Throughout the project implementation if matching funds are needed they will come from Jefferson County, See match commitment letter attached

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Jefferson County - FMA - Budget - 1-15-21.xlsx	01/14/2021	jgray@tidalbasin.rphc.com	Budget Attachments	Most up to date FMA Elevation Budget	
Jefferson County - FMA - Budget - 1-22-21.xlsx	01/22/2021	niamh.gray@twdb.texas.gov	Budget Attachments	No description given.	
Jefferson County - FMA Elevations - BCA Module.xlsx	01/22/2021	niamh.gray@twdb.texas.gov	Budget Attachments	No description given.	
Budget Narrative_FMA Elevations_1_22_21.docx	01/22/2021	niamh.gray@twdb.texas.gov	Budget Attachments	Updated narrative	

Filename	Date uploaded	Uploaded by	Label	Description	Action
Budget Narrative_FMA Elevations_1-15-21.docx	01/14/2021	jgray@tidalbasin.rphc.com	Budget Attachments	Budget Narrative (Budget and Management Costs)	

Cost-effectiveness

How was cost-effectiveness determined for this project?

- ☒ BCA completed in FEMA's BCA toolkit
Subapplicant must attach supporting documentation.
- ☐ Pre-calculated benefits
- ☐ Substantial damage in special flood hazard area
- ☐ Other BCA methodology approved by FEMA in writing
- ☐ Not applicable
- ☐ Not applicable

What are the total project benefits? (\$) **1527824.00**

What are the total project cost? (\$) **962598.00**

What is the benefit-cost ratio (BCR) for the entire project? **1.58**

Was sea level rise incorporated into the flood elevations in the BCA? **Yes**

Were environmental benefits added to the project benefits? **Yes**

Were social benefits added to the project benefits? **Yes**

Does the mitigation measure incorporate nature-based solutions? **No**

Please provide any additional comments below (optional).

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
(05) BCA Narrative - 10263 Winzer Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	<i>No description given.</i>	
10263 Winzer Road BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	<i>No description given.</i>	

Filename	Date uploaded	Uploaded by	Label	Description	Action
14876 Boondocks Rd BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	No description given.	
(01) BCA Narrative - 9900 Winzer Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	No description given.	
10197 Winzer Road BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	No description given.	
(04) BCA Narrative - 10197 Winzer Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	No description given.	
(06) BCA Narrative - 14876 Boondocks Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	No description given.	
9900 Winzer Road BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	No description given.	
10112 Winzer Road BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	No description given.	
BCA.zip	01/15/2021	jgray@tidalbasin.rphc.com	Cost Effectiveness Attachments	Most up to date BCA and supporting documentation	
(02) BCA Narrative - 10112 Winzer Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	No description given.	

Environmental/Historic Preservation (EHP) Review Information

Introduction

An environmental/historic preservation review is required for all activities for which FEMA funds are being requested. FEMA will complete this review with the assistance of both the state or tribal government and the local applicant. It is important that you provide accurate information. If you are having problems completing this section, please contact your application point of contact.

A. National Historic Preservation Act - Historic Buildings and Structures

1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age?

B. National Historic Preservation Act - Archeological Resources

Does your project involve disturbance of ground?

C. Endangered Species Act and Fish and Wildlife Coordination Act

1. Are federally listed threatened or endangered species or their critical habitat present in the area affected by the project?
2. Does your project remove or affect vegetation?
3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water?

D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)

1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as 'waters of the U.S' as identified by the US Army Corps of Engineers or on the National Wetland Inventory?

E. Executive Order 11988 (Floodplain Management)

1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 100 year floodplain, a 500 year floodplain if a critical facility, an identified regulatory floodway, or an area prone to flooding?
2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation?

F. Coastal Zone Management Act

1. Is the project located in the state's designated coastal zone?

G. Farmland Protection Policy Act

1. Will the project convert more than 5 acres of prime or unique farmland outside city limits to a non-agricultural use?

H. Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (Hazardous and Toxic Materials)

1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project?
2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project?
3. Does any project construction or operation activities involve the use of hazardous or toxic materials?
4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials?

I. Executive Order 12898, Environmental Justice for Low Income and Minority Populations

1. Are there low income or minority populations in the project's area of effect or adjacent to the project area?

J. Other Environmental/Historic Preservation Laws or Issues

1. Are there other environmental/historic preservation requirements associated with this project that you are aware of?
2. Are there controversial issues associated with this project?
3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project?

K. Summary and Cost of Potential Impacts

Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties?

Evaluation

Is the applicant participating in the [Community Rating System \(CRS\)](#)?

No

Is the applicant a [Cooperating Technical Partner \(CTP\)](#)?

No

Was this created from a previous FEMA HMA Advance assistance / Project scoping award?

No

Has the applicant adopted building codes consistent with the [international codes](#)?

Yes

Year of building code

2009

Please provide the building code.

International Residential Code

Have the applicant's building codes been assessed on the [Building Code Effectiveness Grading Schedule \(BCEGS\)](#)?

No

Describe involvement of partners to enhance the mitigation activity outcome.

Community homeowners have been very vocal with county employees after the onset of two 1000 year storms impacting the area over a period of 2 years. With these events the involvement of the county and its citizens to do what's required to lessen the impacts has risen greatly over time. Many partners to include drainage districts, Sabine River Authority, GLO, TWDB, TDEM, USFWS, USACE, and many more are part of the overall collaboration to reduce flooding in Jefferson County, TX.

Discuss how anticipated future conditions are addressed by this project.

Homeowners are in many different situations, some hardly able to afford flood insurance based on past historic floods over the past couple years and rates soaring, others barely getting by, and all fed up with constantly having to leave their homes and come back to what seems to be an ever evolving nightmare of having to fix the flooding damage left to their properties. By elevating these homes we are taking small steps in the attempt to utilize every opportunity to lessen the impacts to these homes, reduce future damages, and attempt to restore peace of mind to the homeowners during a future event. These elevation projects are part of the overall flood reduction initiative Jefferson County is undertaking. Multiple projects are in various stages of development and construction to include; Retention/Detention Facilities, numerous home elevations, acquisition/demolitions projects, new flood channels, widening and upgrade of existing channels, culvert upgrades to increase flow of water away from high prone flood areas and more.

Additional comments (optional)

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

Comments & attachments

▶ Community	1 comment, 2 attachments
▶ Mitigation plan	1 comment, 2 attachments
▶ Scope of work	1 comment, 14 attachments
▶ Budget	1 comment, 6 attachments
▶ Cost-effectiveness	0 comment, 11 attachments
▶ Evaluation	0 comment, 1 attachments
▶ Environmental/Historic Preservation (EHP)	0 comment, 0 attachments
▶ Location	0 comment, 0 attachments

Introduction

Project location

Provide a detailed description of the proposed project's location.	Project is located in portions of Jefferson County, TX, please see all attachments for additional information and specific lat/long for each property identified for the elevation project. Lat/Lon given here is the approximate middle of Jefferson County, Texas.
Latitude	29.816928
Longitude	-94.151329

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
10263 Winzer Rd_Craig Guillory.zip	01/15/2021	jgray@tidalbasin.rphc.com	Project Location Attachments	Home owner data and most up to date 1-15-21	

Filename	Date uploaded	Uploaded by	Label	Description	Action
14876 Boondocks Rd_Will Taber.zip	01/15/2021	jgray@tidalbasin.rphc.com	Project Location Attachments	Home owner data and most up to date 1-15-21	
9900 Winzer Rd_Jane Bienvenu.zip	01/15/2021	jgray@tidalbasin.rphc.com	Project Location Attachments	Home owner data and most up to date 1-15-21	
10112 Winzer Rd_Patrick Radcliff.zip	01/15/2021	jgray@tidalbasin.rphc.com	Project Location Attachments	Home owner data and most up to date 1-15-21	
10197 Winzer Rd_Carolyn Crain.zip	01/15/2021	jgray@tidalbasin.rphc.com	Project Location Attachments	Home owner data and most up to date 1-15-21	

Project benefiting area

Provide a detailed description of the proposed project's benefiting area.

Homeowners repeatedly having homes flooded from historical flooding events. See additional attachments and scope for more detailed information.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
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Project impact area

Provide a detailed description of the proposed project's impact area.

Each home within this application has an attached zip file visually showing projects area, impact will be minimal due to the project existing in the current home footprint.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
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Project site inventory

Does this project subapplication propose to mitigate a property/structure(s)? (Examples: residential home, commercial building, bridge, fire station, levee, pumping station, wastewater treatment plant, telephone pole, electric line, etc.) **Yes**

Please describe how the property(ies) will be selected upon subgrant approval. (Example: Saferoom Lottery Project, Fix the Bricks Project)

Please [download the excel template](#), and then fill out the template with building or infrastructure data.

Enter the location of the property/structure.

List of location(s) (5 locations)

Status	Location ID	Address	Inventory type	Structure type	Mitigation action
✓	5844	10197 Winzer Road , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	5845	14876 Boondocks Rd , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	5846	10112 Winzer Rd , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	5848	10263 Winzer Rd , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	5849	9900 Winzer Rd , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation

Assurances and certifications

OMB number: 4040-0009, Expiration date: 02/28/2022 [View burden statement](#)

SF-424D: Assurances - Construction Programs

Content:

OMB Number: 4040-0009

Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a--1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

OMB number: 1660-0083, Expiration date: 10/31/2021 [View burden statement](#)

Certifications regarding lobbying; Debarment, Suspension and other responsibility matters; and Drug-free workplace requirements

Content:

OMB Control Number: 1660-0083

Expiration: 10/31/2021

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

☐ Standard Form-LLL : 'Disclosure of Lobbying Activities' attached (This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A.

A. The applicant certifies that it and its principals:

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

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug free awareness program to inform employees about-
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 1. Abide by the term of the statement; and
 2. Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring ion the workplace no later than five calendar days after such convictions;
- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or
 2. Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

☐ There are workplaces on file that are not identified

Sections 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

New Contract - FY20 FMA Payable			
Contract Amount \$ 1,010,727.90		BOARD APPROVAL DATE 10/07/2021	
CONTRACT # 2000012634	AMEND # New Contract	CONTRACTOR Jefferson County	DATE / INITIALS
Procurement & Contract Services Stephen Ross	☒ Assignment Date: 08/22/22 ☒ Enter amendment information into CAS and Worklog ☒ Prepare Draft Amendment/CIF to internal review and approval, Save in S: drive and email reviewers.		08/23/22 sr
PCS Approval ☒ Cameron Turner ☐ Sherry Jackson	Does FFATA (Fed Funds) Apply? ☐ Yes or ☐ No If Yes, Fed Reporting to FRSR. Contract Admin Manager reviews and approves		ct 8/24/22
Legal ☒ Kaye Schultz ☐ Annette Mass	Contract Attorney reviews and approves 9/2/2022 <i>LM</i>		KS 8/24/2022
Contract Manager / SME ☐ Veronica Vilalobos-Pogue CC Copies to: Contract Matters-Patrick Swain County Auditor-patrick.swain@jeffco.tx.us 409-835-8501; Payment Request Submission-Patrick Swain County Auditor patrick.swain@jeffco.tx.us 409-835-8501	☐ CM / SME submits Risk Assessment ☒ CM / SME reviews and approves ☒ CM / SME provides Names / Emails needed for DocuSign Contractor Signatory: Signature Authority-Jeff R. Branick, County Judge- Signatory Email: jbranick@co.jefferson.tx.us-409-835-8466		vvp 8/29/22
☒ Kathy Hopkins	Manager Reviews and approves		kch 8/29/2022
☒ Glenn Jennings ☐ Shanna Packer	☐ Joseph Monyer ☒ Loren Sammon ☐ Chris Hayden	Budget Officer confirms coding on CIF see cif	gj 8-24-22 LS 8/24/22
☒ Saul Nuccitelli	Division Director reviews and approves		SN, 8/29/22
☒ John Dupnik	Deputy Executive Administrator or CFO reviews, approves		
Accounts Payable/Receivable ☒ Eldrisha Eubanks (Payable) ☒ April Weiss (Receivable)	Accounts Payable/Receivable Comments		AW 8/23/22 EE 8/31/22
☒ Letty Molina (Accounting Manager)			9/13/2022 <i>JD</i>
☐ LeeRoy Lopez (Accounting Director)			
Procurement & Contract Services Stephen Ross	☒ All approvals have been received ☒ Prepare FINAL Amendment & Contract Initiation Form ☒ Send for execution via DocuSign		
▼ FOR DOCUSIGN ONLY – CONTRACT ADMINISTRATION ONLY ▼			
☐	Contractor Executes Contract		
☐ John Dupnik	Deputy Executive Administrator reviews, approves and signs (if contract value < \$25,000)		9/13/2022 <i>JD</i>
☒ Amanda Lavin	Assistant Executive Administrator reviews and approves		
☒ Jeff Walker	Executive Administrator reviews, approves and signs (if contract value > \$25,000)		



JEFF R. BRANICK

County Judge

Jefferson County Courthouse
P.O. Box 4025
Beaumont, TX 77704

Beaumont (409) 835-8466
Pt. Arthur (409) 727-2191 Ext. 8466
Facsimile (409) 839-2311

September 20, 2022

Terri Spencer, Grant Manager
Community Development & Revitalization Texas General Land Office
1700 N. Congress
Austin, TX 78701

RE: Hurricane Harvey Grant # 20-065-121-C408

Ms. Spencer:

Jefferson County would like to request permission to change the construction completion method on the Ditch 110B project from contract to force account. Drainage District 6 will perform the construction work in order to save money and time.

Thank you again for your assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff R. Branick", is written over a horizontal line.

Jeff R. Branick, County Judge

ARTICLES OF AGREEMENT

Between

Jefferson County, Texas

and

The Jefferson County Deputy Constables
Association

October 1, 2022 – September 30, 2025

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ARTICLE 1
Preamble

SECTION I

This Agreement is made and entered into by and between the County of Jefferson and the Precincts 1, 2, 4, 6, 7, and 8 Constables of the County, in the State of Texas, and the Jefferson County Deputy Constables Association, hereinafter referred to as the "Association," in accordance with all applicable state and federal statutes, including the Fire and Police Employee Relations Act of Texas (Chapter 174 of the Texas Local Government Code).

SECTION II

The general purpose of this Agreement is to promote the mutual interests of the County and the deputy constables; to provide for equitable and peaceful adjustments of differences that may arise; to establish proper standards of wages, hours and other terms and conditions of employment for "police officers" as defined in the Fire and Police Employee Relations Act of Texas, with the objective of providing a sound basis for the efficient and effective delivery of services to the public. The parties to this Agreement will cooperate fully to advance and achieve these purposes.

SECTION III

The County, the Constables, and the Association, acknowledge and agree to their mutual obligation to bargain in good faith as set forth in the Fire and Police Employee Relations Act of Texas and all other applicable statutes.

ARTICLE 2
Definitions

A. "Agreement" means the Collective Bargaining Agreement negotiated by and between the County, the Constables, and the Jefferson County Deputy Constables Association.

B. "Association" means the Jefferson County Deputy Constables Association.

C. "Bargaining Unit" means all full time, paid sworn and certified deputy constables appointed by any Constable.

D. "Base Pay" means the salary or wages paid to the deputy, exclusive of any longevity pay or any other supplemental pay or benefits that may be provided in this Agreement.

E. "Board of Directors" means those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-Laws of the Association.

F. "Constable" means a duly elected or appointed Constable.

G. "County" means Jefferson County, Texas;

H. "County Commissioner" means the duly elected or appointed commissioner for each of the four (4) precincts of Jefferson County.

I. "County Judge" means the duly elected or appointed county judge who is charged primarily with the administration of Jefferson County.

J. "Office" means the Precinct 1,2,4,6,7, and 8 Constable's Office of Jefferson County, Texas.

K. "Deputy" means any sworn, full time, paid employee of the Precinct 1,2,4,6,7, and 8 Constable's Office, who is certified by the Texas Commission on Law Enforcement (TCOLE), except for the Constable.

L. "Discipline" means a suspension without pay or termination.

M. "Dispute" means any and all disputes arising under the Contract Dispute Resolution Procedure in Article 15.

N. "Emergency" means an unexpected happening or event, or an unforeseen situation or crisis that calls for immediate action.

P. "Promotion" means advancement from a lower rank to a higher rank within the Constable's Office.

Q. "Regular Pay" means the total salary or wages paid to a deputy, exclusive of overtime pay, but including any types of pay supplements that may be included in this Agreement relating to longevity pay, education, specialized training or certification that are provided to a deputy on a recurring basis.

R. "Standby" means that an off-duty deputy has received an order from a superior officer to remain at home or other location awaiting a call to be immediately available for duty if called. It requires the deputy to keep immediate access to a cell phone or other such communication device.

S. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

T. "Suspension" means when a deputy is temporarily relieved from duty by the Constable who holds their commission pursuant to Article 25. A deputy who is suspended remains an

employee of that Constable's Office, but may not perform an official act unless so directed by that Constable. The Constable may suspend a deputy with or without pay.

U. "Termination" means an employee is no longer employed by the Constable's Office as a result of disciplinary action.

ARTICLE 3

Duration

SECTION I

This Agreement shall be effective as of the 1st day of October, 2022 and shall remain in full force and effect until the 30th day of September, 2025 unless the parties mutually agree on an extension to some other date after September 30, 2025. In the event that the parties reach an impasse in collective bargaining negotiations as defined in Fire and Police Employee Relations Act of Texas prior to September 30, 2025 then this contract shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2027.

SECTION II

In the event that a Constable other than the signatory to this Agreement takes office any time during the term of this Agreement, said new Constable may, no later than thirty (30) calendar days after taking office, give the Association written notice of his or her intention to re-open negotiations with respect to those specific parts of this Agreement applicable to his or her rights and authority in his or her respective precinct. The failure by the new Constable to give written notice within thirty (30) calendar days of taking office shall give implied consent that the terms and conditions of this Agreement shall continue in full force and effect. In the event that negotiations are reopened between the new Constable and the Association, and the parties reach an impasse in collective bargaining negotiations as defined in the Fire and Police Employee Relations Act of Texas, then all parts of this contract applicable to the Constable's rights and authority shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2027.

SECTION III

Nothing in this Article shall preclude the parties, upon mutual agreement and in writing, from reopening negotiations at any time during this agreement to negotiate and amend, modify or otherwise change any provisions set forth in this agreement.

ARTICLE 4

Recognition

SECTION I

The County and the Constables hereby recognize the Association as the sole and exclusive collective bargaining agent for the unit consisting of all deputies as defined herein. This right of recognition includes the sole and exclusive right to negotiate on behalf of all members of the bargaining unit over wages, hours and terms and conditions of employment.

SECTION II

The County, the Constables and the Association recognize their joint responsibility to a reasonable, fair and consistent interpretation and application of this Agreement, Constable's Office Rules and Regulations, and Special Directives and Administrative Orders which may govern the conduct of members in the Bargaining Unit.

ARTICLE 5 **Payroll Deductions**

SECTION I

The Association shall have the sole and exclusive right to payroll deductions of all matters set forth in this Section.

SECTION II

The County agrees to deduct each payday on a prorated basis the monthly Association dues from the pay of members of the bargaining unit who submit written individual requests for such deductions to be made. Dues shall be paid to the legally designated representative of the Association.

SECTION III

The authorization form shall provide that the deduction shall remain in full force and effect until the receipt by the County of a written termination request from the member of the bargaining unit. The authorization form shall also authorize the County, without further notice from the member of the bargaining unit, to change the amount of the deduction for Association dues to the amount specified in a written notice for Association dues change provided to the County by the Association. The County shall begin making deductions in that amount within thirty (30) calendar days of receipt of written notice. Only one change in the amount of the deduction shall be authorized in a twelve (12) month period.

SECTION IV

The deduction authorization is completely voluntary, and may be terminated by any member of the bargaining unit in writing at any time. The County shall provide a list of those members of the bargaining unit from whom dues were deducted each payday when payment is made to the Association.

SECTION V

The County shall deduct special, one-time assessments upon written request of the Association signed by the President for social, benevolent or fraternal purposes of the Association; except that no more than one special assessment shall be deducted by the County per Fiscal Year.

SECTION VI

The Association shall indemnify the County, and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

ARTICLE 6 **Conduct of Association Business**

SECTION I

The Association shall have the sole and exclusive right to all time off rights set forth in this Article.

SECTION II

Any member of the Board of Directors shall have the right to visit the premises of a Constable's Office for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of a Constable's Office. A member of the Board of Directors shall provide a written request to the Constable about any visitation of the premises. Constables shall not unreasonably deny any request to visit the premises.

SECTION III

Consistent with the Association leave pool provisions in Section 4 herein, the Association's negotiating team, not to exceed four (4) members, shall be permitted time off to attend negotiating sessions with County representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off for the scheduled night shift immediately preceding or succeeding such negotiating sessions. In the event of an emergency, lack of manpower or other operational contingency, time off for negotiations shall not be permitted.

SECTION IV

Association business shall not be conducted at the expense of the County or on County time. All Association business conducted by any member of the Board of Directors shall be done on the following basis:

A. All Association business conducted by a member of the Board of Directors in lieu of work time shall be on the Board member's own leave time or paid for by the Association leave pool as provided herein; except that any attendance by a Board member that is required by the

County or Constable shall not be construed as Association business. All Association business paid for by the Association leave pool must be accounted for in the leave pool records maintained as required herein.

B. Each deputy in the Bargaining Unit shall donate two (2) hours per year at the beginning of each new Calendar Year from vacation to an Association leave pool. Any accumulated Association leave time remaining as of December 31, shall be carried forward into the next year until March 15. Any time that is carried forward that is not used by March 15 shall expire on that date.

C. Any pool days taken by a member of the Board of Directors shall be recorded on a form containing the following information: (1) the deputy's name; (2) the deputy's job assignment; (3) the nature of the Association business being taken; (4) how much time is being taken; and (5) the signature of the Association President or his designee authorizing such leave. A record of such leave accrued and taken will be maintained by the County Auditor.

D. Association business leave may be suspended by the Constable in times of emergency, for lack of manpower, or for an operational contingency.

ARTICLE 7 **Bulletin Boards**

The Association shall have the sole and exclusive right to maintain a bulletin board at a Constable's Office in an area not exposed to public view. The board may be used for posting notices of (1) recreational and social events, (2) Association elections, (3) Association meetings, (4) reports of Association committees, (5) rulings or policies of the State or National Association, (6) legislative enactments and judicial decisions affecting public employee labor relations, and (7) notices or announcements pertaining to the political activities of the Association, except that specific endorsement letters for any political candidate shall not be posted. All postings shall be in compliance with the Texas Election Code and other applicable laws.

ARTICLE 8 **MANAGEMENT RIGHTS**

Subject to the terms of this Agreement and the Maintenance of Standards Clause set forth in Article 11, the Association recognizes the prerogative of the Jefferson County Commissioners' Court and the Constable to operate and manage their affairs in all respect and in accordance with their responsibilities, rights and duties. Subject to the Maintenance of Standards Clause set forth in Article 11, all power and authority which has not been abridged, delegated, granted or expressly limited by some written provision of this Agreement is retained by the County and by the Constable.

ARTICLE 9 **Disallowed Practices**

SECTION I

The County, Constables or the Association, as applicable, shall not engage in the following practices:

A. Interfere with, restrain, or coerce deputies in the exercise of rights granted in this Agreement.

B. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization. This practice shall include any assistance, either direct or indirect, which interferes with any of the Association's sole and exclusive rights as described in this Agreement to another labor organization that can possibly be certified under the Fire and Police Employee Relations Act of Texas as an exclusive bargaining representative.

C. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.

D. Discharge or discriminate against any deputy because he/she has filed any good faith affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he/she has formed, joined, or chosen to be represented by the Association.

E. Make or permit any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.

F. Coerce or intimidate deputies in the enjoyment of any legal rights guaranteed under the Fire and Police Employee Relations Act of Texas.

G. Coerce or intimidate deputies in the enjoyment of any legal rights guaranteed under this Agreement.

H. Coerce, intimidate or induce any elected official or agent of the County to interfere with any deputies in the enjoyment of their legal rights guaranteed under the Fire and Police Employee Relations Act of Texas or under this Agreement.

ARTICLE 10 No Strike Clause

SECTION I

The Association agrees that during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow-downs or any other form of work stoppage or

interference with business of the County or Constable's Office, and will cooperate with the County and Constable in preventing and/or halting any such actions.

SECTION II

Subject to Article 25, "Disciplinary Actions," the Constables may discipline and/or discharge any deputy who instigates, participates, or gives leadership to any act or conduct prohibited by Section 1 of this Article. The Constables may also invoke any and all remedies at law in the event of any strike, work stoppage or slow-down.

ARTICLE 11

Maintenance of Standards

All standards, economic benefits, or other conditions of employment enjoyed by members of the Bargaining Unit at the effective date of this Agreement, which are not specifically included as a part of this Agreement, shall remain unchanged for the duration of the Agreement. Provided, however, that any such standards, economic benefits or other conditions of employment shall have previously been established by a specific written and signed directive of the Constable or by Commissioners' Court, or have been mandated by (and consistent with) all State or Federal laws or regulations; and shall have been applied uniformly throughout the Office to all members of the Bargaining Unit, and any required funds shall specifically have been provided in the budget for such standards, economic benefits or other conditions of employment.

ARTICLE 12

Uniforms and Equipment

SECTION I

Uniforms.

The County shall provide each deputy with required uniforms as follows. Uniforms that have been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the deputy.

- 1-long sleeve Class "A" uniform shirt;
- 1-pair of Class "A" pants;
- Rain coat;
- Jacket or windbreaker;
- 5 uniform shirts;
- 5 uniform pants and
- Bullet-proof vest with carrier.

SECTION II

Uniform Equipment.

The County shall issue to each deputy who is required to wear a uniform the following equipment:

- Badge;
- Constable pin;
- Under belt;
- Reflective traffic vest;
- Full Sam Browne, including keepers, holster, magazine holder, Asp, Asp holder, flashlight and flashlight holder;
- 2-pair handcuffs;
- 2-handcuff cases; and
- Taser and taser holder.

All equipment will be replaced on an as needed basis. Any item that has been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the deputy.

SECTION III

Radios.

The County shall provide each deputy with a portable radio for use while on-duty. Said radios shall be maintained in good operating condition and shall be replaced or repaired if not in working condition.

SECTION IV

Bullet-Proof Vests.

When required to be provided by this agreement, bullet-proof vests shall be replaced when:

- a. The vest has sustained job related damage that renders the vest unsafe for continued use.
- b. The age of the vest exceeds the time for use recommended by the manufacturer

SECTION V

Vehicle Maintenance, Replacement and Equipment.

All issued vehicles and vehicle equipment shall be maintained in good and safe working condition, and shall be replaced on an as needed basis. Any item that has been damaged shall be reported to the Constable. Deputies shall be responsible to deliver the vehicles to an appropriate County service center for regular maintenance when required.

Vehicles will be replaced when necessary as determined by the County Service Center Supervisor. If any deputy believes a vehicle in their department is in need of replacement, the deputy should inform the Constable or his/her designee, in writing, identifying the vehicle by VIN

number or license plate number and the detailed reason for the belief that the vehicle needs to be replaced. The Constable or his/her designee shall then inform, in writing, the County Service Center Supervisor, with a copy to be sent to the Jefferson County Auditor's Office. The County Service Center Supervisor will then determine whether the vehicle needs to be replaced and such determination will be presented to Commissioners' Court.

These determinations shall be made prior to the time that each Constable submits his office budget each year.

This procedure shall apply only to those vehicles that were purchased by the County through its usual vehicle acquisition procedure, and shall not apply to vehicles that were acquired by seizure or by other means.

The County shall furnish every Constable's Office vehicle with the following equipment: two-way radio; pump shotgun; flashlight and charger; first aid kit; and fire extinguisher. This equipment shall be maintained in good working condition, and shall be replaced on an as-needed basis. Any item that has been damaged due to abuse, misuse, or neglect shall be replaced at the expense of the Deputy causing the damage.

The Constables have the option to furnish the following equipment: cage; jumper cables, flares and reflective traffic triangles.

SECTION VI

Reference Materials.

The County shall provide each Constable's office with a current Family Code, Rules of Civil Procedure, Civil Practice and Remedies Code and Property Code. The County shall provide each deputy with a current Penal Code and Traffic Code.

ARTICLE 13

Seniority

SECTION I

Definition.

Seniority shall be defined as the length of service by a deputy in his/her Constable's Office.

SECTION II

Applicability.

Consistent with the Sections of this Article, seniority shall apply in the selection of days off and vacation days for a deputy in his/her Constable's Office.

SECTION III

Days Off/Vacations.

Seniority shall be the sole factor in the selection of vacations, and based upon overall time of employment as a deputy in his/her Constable's Office. Seniority shall be the sole factor in the selection of days off, and shall be based upon time of employment as a deputy constable in his/her Constable's Office.

ARTICLE 14

Retirement

Members of the bargaining unit shall continue to participate in the Texas County and District Retirement System in accordance with the statutes of the State of Texas now applicable, or as they may hereafter be amended.

ARTICLE 15

Contract Dispute Resolution

SECTION I

Scope.

All disputes concerning the proper interpretation and application of this Agreement, or alleged violations of this Agreement, except matters involving the budgetary power of Commissioners' Court, discipline which is subject to the procedure as set forth in Article 25, and except matters covered in Article 16, shall be resolved by the provisions in this article.

SECTION II

Time Limits.

The parties shall adhere to the time limits as set forth in this Article. In the event that a deputy or the Association fails to meet the time limits at Step One (1) or Step Two (2) of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by a deputy, the Association, the Constables, or the County to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. All parties agree that if any deadline falls upon a day when County business is not conducted such as a weekend, holiday, or county-wide leave, then the required deadline will be extended to the following business day. Any time restrictions in this Article may be waived by written, mutual agreement of the parties.

SECTION III

Process.

A dispute as defined in Section 1 above shall be handled as follows:

Step 1. Each deputy who alleges that a dispute exists shall, within fifteen (15) calendar days of the date the deputy knew or should have known of the existence of the alleged dispute, give written, dated notice to the Association President or his/her designee and the Deputy's immediate supervisor. The Association President, or his/her designee, and the aggrieved deputy shall first attempt to discuss the dispute with an immediate or intermediate supervisor, or the Constable, as applicable. The Deputy and the Association President or his/her designee are encouraged to attempt an informal solution with the supervisor or Constable within five days of the Deputy's notice of the dispute. If an informal discussion occurs, the supervisor or Constable with whom the dispute was discussed shall respond to the Association President or designee and the deputy with a written remedy or refusal within five days of the discussion so as to maintain a timeline for Step 2 if necessary. The written remedy or refusal is considered settlement negotiations and is confidential and cannot be used in any further step or proceeding under this contract. If the Association and Deputy agree to an offered remedy, the matter is resolved. If attempts to discuss informally were unsuccessful, there was no agreement after discussion, or if there was no response from a supervisor within 5 days of the Deputy's notice, the matter may proceed to Step 2. The Step 1 process shall not exceed twenty-five (25) days in its entirety from the date the Deputy's actual or constructive knowledge of the occurrence causing the problem.

Step 2. If the dispute is not resolved at Step One (1), then the grievant shall submit the issue in writing to the Constable within fifteen (15) calendar days of the Deputy's receipt of notice that the attempt to resolve informally in Step 1 was unsuccessful. The Constable shall determine whether the complaint should be answered by the Constable, the County Judge, or both. The Constable or his designee, and/or the County Judge, as applicable, shall provide a written response within twenty (20) calendar days after receipt of the complaint. Only grievances involving economic issues shall be filed with the County Judge.

The President of the Association, or his/her designee, may file a class action complaint with the Association on behalf of any Bargaining Unit member(s) similarly situated within thirty (30) calendar days of the Association President's actual or constructive knowledge of the occurrence or event causing the problem.

The complaint by an individual deputy or by the President of the Association shall include: (1) a statement of the complaint and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the signature of the deputy or Association President, as applicable.

Step 3. If the dispute is not resolved at Step 2, the grievant shall submit a copy of the written grievance filed at Step 2, and a copy of the response received, to the Association within ten (10) calendar days of the grievant's receipt of the Step 2 response.

A determination as to the validity of the complaint shall be made by an Association Grievance Committee created for that purpose. The Association Grievance Committee shall meet and render its decision within twenty (20) calendar days after receipt of the complaint.

In the event that the Association Grievance Committee decides that a valid grievance exists, the Association (and Deputy, if applicable) shall proceed to Step 4. In the event the Association Grievance Committee decides that no dispute exists, there shall be no further action under this procedure.

Step 4. If the complaint has not been settled at Step 3, the Association President, the Constable or the County Judge may request within ten (10) calendar days after receipt of the Association's decision, that the matter be submitted to negotiation.

If a request for negotiation is made, the parties shall meet and confer concerning the complaint for a period not to exceed thirty (30) calendar days from the date of the request in an effort to resolve the matter.

If the parties cannot resolve the dispute within the thirty (30) calendar days allotted for negotiation, they shall certify in writing that no resolution has been made.

Step 5. If the complaint has not been settled at Step 3, or no request is made by any party pursuant to Step 4 to submit the dispute for negotiation, then the Association shall have thirty (30) calendar days from the expiration of the time to request negotiation in Step 4, to give notice of its intention to submit the dispute to final, binding arbitration as hereinafter provided. If the complaint is submitted for resolution at Step 4, the Association shall have twenty (20) calendar days from the date the parties certify that they cannot resolve the matter to give notice of its intention to submit the dispute to final, binding arbitration as hereinafter provided.

The parties shall arbitrate consistent with the provisions set forth in Attachment 1, which is incorporated by reference into this Article.

The time limitations set forth above are to be strictly construed and the parties agree that the "mailbox rule" is not applicable to any time limitations set forth under this Agreement. Calendar days include weekends and holidays. The "mailbox rule" is defined as service by mail that is deemed complete upon deposit of the notice/document in a prepaid/properly addressed envelope in a post office or official depository under the care and custody of the United States Postal Service.

Failure to adhere to any time limits in this Article may be pled in bar to either arbitration or any legal action.

ARTICLE 16

Wages

SECTION I*

Wage Rates. Deputies shall be compensated on the basis of working 2,080 hours annually; and shall be compensated on a bi-weekly basis. The base salaries for the term of this Agreement shall be in accordance with the following schedule:

MONTHLY RATES/EFFECTIVE DATES -

<u>Monthly Ranges</u>	<u>October 1, 2022</u>
Deputy Constable – 1 (0 – 12)	\$5,149.33
Deputy Constable – 2 (12-24)	\$5,443.37
Deputy Constable – 3 (24-48)	\$5,677.03
Deputy Constable – 4 (48-72)	\$5,910.64
Deputy Constable - 5 (72-96)	\$6,119.77
Deputy Constable – 6 (96-120)	\$6,330.78
Deputy Constable – 7 (120 – 180)	\$6,519.13
Deputy Constable – 8 (180+)	\$6,711.38
Chief Deputy Constable	\$7,937.97

<u>Monthly Ranges</u>	<u>October 1, 2023</u>
Deputy Constable – 1 (0 – 12)	\$5,303.81
Deputy Constable – 2 (12-24)	\$5,606.67
Deputy Constable – 3 (24-48)	\$5,847.34
Deputy Constable – 4 (48-72)	\$6,087.96
Deputy Constable - 5 (72-96)	\$6,303.36
Deputy Constable – 6 (96-120)	\$6,520.70
Deputy Constable – 7 (120 – 180)	\$6,714.70
Deputy Constable – 8 (180+)	\$6,912.72
Chief Deputy Constable	\$8,176.11

<u>Monthly Ranges</u>	<u>October 1, 2024</u>
Deputy Constable – 1 (0 – 12)	\$5,462.92
Deputy Constable – 2 (12-24)	\$5,774.87
Deputy Constable – 3 (24-48)	\$6,022.76
Deputy Constable – 4 (48-72)	\$6,270.60
Deputy Constable - 5 (72-96)	\$6,492.46
Deputy Constable – 6 (96-120)	\$6,716.32
Deputy Constable – 7 (120 – 180)	\$6,916.14
Deputy Constable – 8 (180+)	\$7,120.10
Chief Deputy Constable	\$8,421.39

Effective October 1, 2022, all members of the bargaining unit shall receive a four percent (4%) across-the-board wage increase.

Effective October 1, 2023, all members of the bargaining unit shall receive a three percent (3%) across-the-board wage increase.

Effective October 1, 2024, all members of the bargaining unit shall receive a three percent (3%) across-the-board wage increase.

In the event that civilian, non-bargaining unit County employees, whose budgeted wages are under the control of Commissioners' Court, receive a wage increase of more than four percent (%) in fiscal year 2023 and more than three percent in fiscal years 2024 to 2025, then all members of the bargaining unit shall receive an increase of the difference so as to total the same percentage as these civilian employees.

Bargaining unit members will be compensated during emergency closures in accordance with County policy in effect as of May 2022.

SECTION II

Certification Pay.

A. A deputy will be provided \$75.00 monthly, in addition to the base rate, whenever the officer attains an Intermediate Certification through TCOLE.

A deputy, who attains an Advanced Certification through TCOLE, shall be provided \$100.00 per month in addition to the base rate, and in addition to the \$75.00 that is being provided for the Intermediate Certification or Associate Degree.

A deputy who attains a Masters Certification through TCOLE shall be provided \$125.00 per month in addition to the base rate, and in addition to the \$100.00 that is being provided for the Advanced Certification and the \$75.00 that is being provided for the Intermediate Certification.

A deputy will be provided \$100.00 monthly, in addition to the base rate and Certification Pay, whenever the officer attains a Civil Process Proficiency Certification through TCOLE.

B. No deputy in a Constable's Office compensated pursuant to Section A of this Article shall receive more than a total of \$400.00 monthly for the Certification pay.

SECTION III

Longevity Pay.

In addition to the base wage rates, deputies shall be compensated longevity pay at the rate of \$6.26 per month per year of service, to a maximum of twenty-five (25) years of service \$156.50 monthly maximum) by the County.

SECTION IV

Miscellaneous Pay Issues.

All Deputy Constable's hired after June 16, 1997 will be credited for any verifiable Texas State Law Enforcement experience for purposes of determining at which Deputy Constable rate

they will be paid. However, no new hire can enter employment at a rate greater than that specified as the Deputy Constable-5 step.

Deputy Constables may transfer within the same rank to other Constable precincts without a loss in pay.

ARTICLE 17

Hours of Work, Overtime, and Staffing

SECTION I

Work Day/Work Week.

Deputies shall ordinarily work eight (8) hours or ten (10) hours per shift, as applicable; and forty (40) hours per week. The work day for all deputies shall include any shift briefings and training required by the Constable's Office.

SECTION II

Overtime.

All work performed by a deputy in excess of his/her regularly scheduled forty (40) hour work week shall be deemed overtime and shall be compensated on the basis of time-and-one-half the deputy's regular rate of pay. Excused absences with pay (specifically vacation, holiday, compensatory time and funeral leave) shall be deemed time worked for the purpose of computing hours worked.

SECTION III

Court time.

Deputies attending court during off-duty time shall be paid at the rate of time and one-half, with a two (2) hour minimum. On duty time spent in court will be paid at straight time. This provision applies to any hearing a deputy is required to attend as a result of his employment.

SECTION IV

Call Back.

Any deputy called back to duty from off-duty or on a regularly-scheduled day off shall be compensated at a minimum of two (2) hours pay at overtime rate.

SECTION V

Standby.

In the event that a deputy is ordered to standby prior to or after completion of a regular shift, the deputy shall receive one (1) hours pay for each four hours of standby. Except in the event of an emergency declared by the County Judge, no deputy will be required to Standby for more than eight hours in any 24 hour period.

SECTION VI

Election.

A deputy may elect to receive payment of any overtime accumulated pursuant to this Article in cash or compensatory time provided, however, that overtime will be paid only as compensatory time unless sufficient budgeted funds remain for any cash payment.

SECTION VII

Training time.

Any training time required by a Constable's Office or by any State of Texas agency that takes place outside of regular work hours shall be treated as time worked as defined in this Article.

ARTICLE 18
Vacations

SECTION I

Vacation time shall not be taken until the member of the bargaining unit has been employed at least twelve (12) consecutive months. Upon completion of twelve (12) consecutive months, a Deputy shall be entitled to accrue vacation based on the following schedule during the remainder of the calendar year:

MONTH OF EMPLOYMENT	HOURS OF VACATION
January	80
February	72
March	64
April	60
May	56
June	48
July	40
August	32
September	24
October	20
November	16
December	8

SECTION II

All members of the Bargaining Unit shall be provided vacation time based on the schedule below. "Completed Years of Service" shall be measured from January 1 of the calendar year in which the deputy was first employed. Vacation hours are credited as of January 1 of each calendar year.

COMPLETED YEARS OF SERVICE	HOURS OF VACATION
1 through 4	80

5 through 9	120
10 through 14	160
15 and over	200

SECTION III

Members of the bargaining unit who separate from the County's employment prior to completing twelve (12) consecutive months of service shall not be entitled to payment for accrued vacation. Members of the bargaining unit who separate after having completed at least twelve (12) consecutive months of service with the County shall be paid upon separation for any accrued, unused vacation to which they are entitled.

SECTION IV

Members of the bargaining unit who have at least fifteen (15) years of continuous service may receive pay-in-lieu of no more than eighty (80) hours vacation annually. Any such pay for vacation shall be at the straight time rate; and shall be uniformly applied in any calendar year to all deputies making the request for the benefit. Provided, however, that to receive such pay, the request therefore must be made in writing to the Constable on or before May 31st of the calendar year prior to the year the benefit is to be paid and included in the budgetary request to the Commissioners' Court and approved and budgeted.

SECTION V

In compliance with the Family Medical Leave Act of 1993, in documented cases of hospitalization, serious illness or other unexpected emergency, a member of the bargaining unit who has commenced his/her vacation may submit a request to the Constable for the rescheduling of the affected vacation time. The granting of such request shall not be unreasonably withheld.

SECTION VI

The Constable shall be responsible for scheduling vacations.

SECTION VII

Any unused vacation shall be carried forward in whole or in part to the following calendar year; except that any vacation carried over must be taken by March 15 of the following year. Reasonable accommodation must be given to Deputies so that such vacation carried over may be used prior to March 15th. Members of the bargaining unit who carry vacation forward, but who terminate employment with the County prior to March 15 shall not receive payment for any unused vacation time carried forward that remains at the time of termination. Employees will not receive payment for vacation carried forward.

ARTICLE 19

Holidays

SECTION I

For purposes of this article one holiday is equal to eight (8) hours. Deputies shall receive the same holidays that all other County employees are provided by the County.

Based on the current holiday schedule provided the County and depending on the particular day of the week upon which Christmas occurs, the day after Christmas may sometimes be designated as the holiday in lieu of Christmas Eve.

SECTION II

If a holiday falls on a Deputy's regular day off, the County shall pay the Deputy eight (8) hours at straight time, in addition to the Deputy's regular pay. If a Deputy works a holiday, the Deputy shall be paid for eight (8) hours at time and one-half, in addition to the Deputy's regular pay.

SECTION III

In order to receive pay for a holiday, a bargaining unit member must work (if scheduled) the working day before and after the holiday. In the event of illness on either the day before or after the holiday, the bargaining unit member must provide a doctor's excuse for the day(s) absent in order to receive pay for the holiday.

ARTICLE 20

Sick Leave

Members of the bargaining unit shall be allowed sick leave with full pay in accordance with the following provisions:

SECTION I

Four (4) hours of sick leave shall be accumulated per pay period. Maximum hours that may be accumulated is fourteen-hundred forty (1440). Sick leave pay shall be at the regular rate of pay.

SECTION II

Sick leave accrual starts with the date of employment, but sick leave may not be used until the member of the bargaining unit completes ninety (90) calendar days service with the County. Sick leave does not accrue while using sick leave, and only that sick leave that has been accrued prior to the time of illness may be used.

SECTION III

Sick leave may be used for absence from duty because of personal illness, pregnancy, legal quarantine or illness in the immediate family or for any reason covered under the Family and

Medical Leave Act. Immediate family for the purpose of this subsection shall include spouse, parent, guardian or dependent child.

SECTION IV

The Constable may request and obtain verification of the circumstances surrounding any use of sick leave, and documentation of all sick leave shall be provided to the Auditor's office by the Constable. Failure to provide appropriate documentation for the use of sick leave may result in disciplinary action. While out on sick leave, a deputy must maintain regular contact with the appropriate supervisor. Sick leave benefits are contingent upon maintenance of regular contact.

SECTION V

Sick leave may be used for elective surgery only when the procedure is recognized as an allowable, reimbursable expense under the County's Health Insurance Plan.

SECTION VI

Members of the bargaining unit hired prior to October 1, 2002, with at least eight (8) years of continuous service who terminates employment may receive payment for one-half of their unused, accrued sick leave up to a maximum of seven-hundred twenty (720) hours. Members of the bargaining unit hired after October 1, 2002, with at least eight (8) years of continuous service who terminate employment may receive payment for 10% of their unused, accrued sick leave. However, any member of the bargaining unit who is re-employed by the County and who was previously paid for terminal sick leave shall not be entitled to any pay for sick leave upon his/her subsequent termination of employment.

SECTION VII

Funeral Leave.

In the event that a Deputy suffers a death in the family, the Deputy may take up to three (3) work days off with pay. The word "family" shall include spouse, child, parent, guardian, brother, sister, grandfather, grandmother or grandchild of the deputy, or of the deputy's spouse.

SECTION VIII

Deputies who complete one (1) calendar year of service without using any sick leave during such year shall be granted one (1) day of vacation time in addition to the amount of vacation time that the Deputy is entitled to under ARTICLE 18 of this Agreement.

SECTION IX

Personal Leave.

Subject to the approval of the Supervisor, deputies may be granted personal time off with pay for a period not to exceed two (2) days (16 hours). These sixteen (16) hours are to be used for

non-medical appointments, such as, parent-teacher conferences, personal business that deputies are unable to conduct during normal working hours because of work schedules or events such as school plays, etc., and time off to vote. Deputies must schedule personal time off at least twenty-four (24) hours in advance. Personal leave does not accrue from year to year and unused personal leave will not be paid upon separation from the County. Personal leave will not be counted as hours worked for the purposes of calculating overtime. Personal leave may not be used until the employee successfully completes ninety (90) calendar days of employment. Each deputy shall be credited with 16 hours of Personal Leave each January 1 or upon employment.

ARTICLE 21

Worker's Compensation

SECTION I

A deputy who is injured on the job shall receive medical benefits, temporary income benefits, and Workers' Compensation leave as prescribed by the Texas Workers' Compensation Act (TWCA) and Article 3, Section 52e, of the Texas Constitution. If the deputy remains incapacitated and/or in need of medical treatment after benefits available under Texas Constitution Article 3, Section 52e have been exhausted, the deputy will be entitled to medical and temporary income benefits, if any, available under the TWCA and the Jefferson County Workers' Compensation Policy as then in effect.

SECTION II

Workers' Compensation leave taken in accordance with Section I of this Article will not be charged against the deputy's other available leave accounts (sick leave, vacation leave, etc.) However, if a deputy's entitlement to Workers' Compensation leave under Article 3, Section 52e of the Texas Constitution is exhausted, and the deputy is receiving temporary income benefits under the TWCA and Jefferson County policy, the deputy may use other available leave to supplement temporary income benefits to provide for the deputy's full salary. The County may elect to count the deputy's use of Workers' Compensation leave to satisfy its leave obligations under the FMLA.

SECTION III

If a deputy has exhausted all Workers' Compensation benefits available under this Article and other law, the Commissioner's Court may, but is not required, to extend supplemental benefits to the deputy if desired.

ARTICLE 22

Leave of Absence

SECTION I

After a deputy's sick leave and all other available accrued leave have been exhausted and the deputy has been absent for eighty (80) hours without pay, the Constable shall recommend to the Commissioner's Court for approval to:

- A. Dismiss the deputy; or
- B. Place the deputy upon leave of absence without pay or benefits for a period of time not to exceed three (3) calendar months.

SECTION II

A leave of absence without pay may be granted at the discretion of the Constable, but not to exceed ten (10) calendar days per year. Additional days may be granted at the discretion of the Commissioner's Court.

SECTION III

No vacation, sick leave or credit for retirement service shall accrue while a deputy is on leave of absence without pay, for any reason.

SECTION IV

A deputy shall exhaust all other available forms of accrued leave before any unpaid leave can be granted.

ARTICLE 23 **Military Leave**

1. Leave with full pay shall be granted for Reserve Training or National Guard duty for a period of up to one hundred and twenty (120) hours per year. The deputy should notify the Auditor's Office in writing of such dates of service. Where the necessity for military leave is foreseeable, a deputy must provide at least thirty (30) calendar days' notice of intention to take military leave. When need for military leave is unforeseeable, notice as soon as practicable is required.

2. A Department Head/Elected Official must reschedule an affected deputy's work schedule, if at all possible, to avoid conflicts between work and Reserve or National Guard duty to ensure that the employee works a full week.

3. Deputies having a minimum of one (1) year of service, ordered to: 1) active military conflict duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government, shall be entitled to the following:

- A. Compensation

If the military pay is less than their base salary, the County pays the difference for a period not to exceed five (5) years. Military pay consists of base pay, plus allowance for longevity, subsistence, quarters, and dependents, plus pay for sea, flight, foreign, and hazardous pay. Military pay does not include reimbursement for travel expense. When military pay exceeds the employee's County pay, there will be no additional pay from the County.

To receive supplemental pay from the County, the deputy must furnish a certified statement of the military pay and allowances for the time off. The deputy must either: 1) endorse and forward his/her military paycheck to the County Auditor or 2) through any other method approved by the County Auditor. If the deputy fails to turn in the military pay or fails to adhere to the agreed upon method, he/she will not receive payments from the County.

B. Benefits

During the military leave, there is no accrual of sick leave, injury leave, or vacation. While vacation, injury leave and sick leave do not accrue for deputies on military leave, military leave does count towards longevity of employment for purposes of vacation and sick leave entitlement.

Time while on military leave is also counted as service credit in determining the eligibility for those benefits that are dependent upon length of service such as retirement, days off (Sheriff's Department), and shift assignments.

During the period of military leave, deputies shall be extended the option of continuing dependent insurance coverage under the County Health and Life Insurance Programs, with the employer contribution paid by the County and the employee contribution paid by the deputy. The County Health and Life Insurance Programs contain exclusions for acts of war. Deputies who are called to: 1) active military duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government should consult with the Insurance and Risk Management Department if they have questions about the advantages of continuing the County Health and Life Insurance coverage during periods of military leave. If the deputy discontinues coverage for dependents, he/she may re-enroll dependents consistent with the guidelines and benefits for the existing medical plan document.

The deputy must also contact the Payroll Department to continue or discontinue other deductions he/she might have.

Upon their return, such deputy will be restored to their former position, or to a position of like seniority, status and pay in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994.

ARTICLE 24

Jury Duty

Deputies may be granted leave with pay when required by court order to attend a court either as a prospective juror, juror or witness. Deputies shall return to work during the time not retained by the court. Court duty that is a result of an action taken by the employee which is unrelated to their employment with the County or that will personally affect him/her shall not be entitled to regular pay. In these instances, the employee will be required to use vacation, personal leave, or leave without pay.

ARTICLE 25

Disciplinary Actions

The purpose of this Article is to establish a procedure for the fair, expeditious and orderly adjustment of disciplinary actions taken by the Constable. For the purposes of this Article, "Discipline" means a suspension without pay or termination.

Officer Exclusions and Special Provisions

All deputies, including chief deputies, shall serve an initial probationary period of one year from the date of employment.

Any probationary deputy shall have benefit of all wages, hours and terms and conditions set forth in this Agreement, except that such deputy shall be excluded from coverage herein under Article 25, "Disciplinary Actions", specifically, the Constable may terminate a probationary deputy with or without cause, and no probationary deputy may appeal his or her termination pursuant to Article 25.

SECTION II

Upon notification of a complaint filed by any person, or initiated by the Constable due to job performance, the Constable shall thoroughly investigate within a reasonable period of time consistent with the nature of the complaint being investigated.

SECTION III

Upon completion of any investigation, the Constable shall determine the disciplinary action to be taken against the affected deputy. The decision of the Constable shall be based upon whether or not just cause exists for the discipline. For the purposes of this Section, the term "just cause" means that the disciplinary action of the Constable's Office was reasonable in light of all circumstances; or was done for good and sufficient reasons.

SECTION IV

APPEAL PROCESS

If the affected deputy desires to appeal the disciplinary decision of the Constable, the following steps must be taken.

STEP 1

Within seven (7) calendar days of the disciplinary action, the affected deputy must, in writing, inform the Association and Jefferson County Human Resources of his or her intent to submit his or her disciplinary matter to an informal meeting to discuss whether the Constable had “just cause” for the disciplinary action. The written request must state why the deputy believes the disciplinary action was “unjust”. The informal meeting between the affected deputy, the President of the Association, a representative of the Association membership not associated with the matter and not from the same Precinct, and a representative of Human Resources must take place within five (5) calendar days of the written appeal by the affected deputy. A Constable of another precinct not associated with the matter may also be part of the informal meeting.

Within three (3) calendar days after the informal meeting, the Association President will respond to the affected deputy in writing of the conclusion (s) or recommendation(s) of the informal meeting. At any time during the appeal process, the Constable who initiated the discipline may withdraw it or amend it to the affected deputy’s favor. The affected deputy may agree to informally resolve the dispute or move to Step 2.

STEP 2

Within five (5) calendar days after the affected deputy received notification from the President of the Association regarding the conclusion (s) or recommendation(s) of the informal meeting, the affected deputy must, in writing, inform the President of the Association with a copy to the Jefferson County Human Resources of his or her invoking his or her right to non-binding mediation with the Jefferson County Dispute Resolution Center. Non-binding mediation is to be conducted within twenty (20) calendar days of the affected deputy’s request for non-binding mediation. The purpose of non-binding mediation is to assist with dispute resolution. If no mutually-agreeable resolution has been accomplished for disposing of the dispute, the affected deputy may move to Step 3 for any unresolved discipline as defined in Article 25, Section 1.

STEP 3

Within fourteen (14) calendar days from the date of non-binding mediation’s conclusion, the Deputy may invoke his right to binding arbitration of discipline pursuant to the rules of the American Arbitration Association by submitting the request for arbitration in writing to the civil department for Jefferson County at facsimile 409-784-5893 or hand delivery to the Jefferson County Criminal District Attorney’s Office, ATTN: Civil Department, 1085 Pearl Street, 3rd Floor, Beaumont, Texas 77701. The time limitations set forth in this section is to be strictly construed and the parties agree that the “mailbox rule” is not applicable to this section.

Failure to adhere to any time limits in this Section may be pled in bar to either arbitration or any legal action.

ARTICLE 26 **Insurance**

SECTION I

The County agrees to provide health, dental and term life insurance under the County's Group Insurance Plan at the same specifications provided to all other County employees. The premium for bargaining unit members shall be paid entirely by the Employer.

SECTION II

At the option of a bargaining unit member, qualified dependents may also be insured under the Group Plan. A member of the bargaining unit shall pay one-half of the additional premium for the claims portion of dependent coverage. However, in the event that the dependent matching ratio for non-bargaining unit employees is changed to some ratio other than a half-match the dependent matching ratio for bargaining unit employees shall automatically be set at the same ratio as is applicable to non-bargaining unit employees, unless otherwise agreed upon by the parties.

SECTION III

Jefferson County is self-insured for liability exposure under the Texas Torts Claim Act. Operation and Insurance coverage regarding county vehicles is governed by the Jefferson County Policies and Procedures Section 6.3.

ARTICLE 27

Miscellaneous Provisions

SECTION I

The County shall reimburse any deputy for personal items stolen or damaged as a result of a work-related incident up to a maximum amount of \$500.00 per occurrence; provided that the Constable has approved the personal item as necessary and work related; provided the deputy files a written report of the incident within twenty-four (24) hours of the occurrence; provided that the subject property of the loss was not of the type provided by the County for the deputy's work; provided that the loss or damage was not due to the negligence of the deputy; and provided further that the deputy provides documentation acceptable to the County of the value of the item or cost of repair, if repairable, within thirty (30) calendar days of the occurrence. The County may, at its option, replace the item with an item of comparable worth and quality.

Excluded from this provision are any items that are prohibited by the Constable for use on the job, or any non-essential item that is used exclusively for the comfort or enjoyment of the Deputy that does not aid in the furtherance of the job duties.

SECTION II

Deputies may at any time review their personnel files consistent with the provisions of VTCS Article 6252-17, Section 3. Said review of personnel files shall take place during the regular business hours of the custodian of personnel records in the Department; and shall be under the supervision of the custodian of personnel records.

SECTION III

Deputies shall only perform bargaining unit work; specifically, that work which is normally and customarily related to the performance of duties. The County shall not request or order any deputy to perform non-bargaining unit work.

SECTION IV

Members of the bargaining unit shall have the following political rights:

A. Members of the bargaining unit shall be permitted to take an active part in any political campaign so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Constable's Office; or (3) not on duty.

B. Members of the bargaining unit shall not be required to contribute to any political fund or render any political service to any person or political party. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for making a political contribution or rendering political service to any person or political party; or by refusing to do so.

C. Members of the bargaining unit retain their constitutional right to support any candidate or measure of their choice. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for supporting or refusing to support any candidate or measure.

D. Members of the bargaining unit retain their constitutional right to demonstrate in public so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Constable's Office; or (3) not on duty.

SECTION V

A. All county personnel policies are located on the County's Website. The Constable shall provide the Constable's Office operations manual and rules and regulations.

B. The Association shall provide a copy of this Agreement to each member.

SECTION VI

Any bargaining unit member may be required to live within a fifty (50) mile radius of the Jefferson County Courthouse; however, residency within Jefferson County shall not be mandatory.

ARTICLE 28 RESERVE DEPUTY CONSTABLES

This article is to explain the extent of the reserve constables program for the mutual understanding of the parties.

The parties desire to express in written terms the extent to which the reserve constable's program will not affect members of the bargaining unit of the Constable's office or their rights under the collective bargaining agreement.

A. The Constable's Reserve Deputy Program is not designed to perform or replace the duties of a deputy constable. No reserve deputy constable will ever replace a deputy constable.

B. The Precincts Reserve Deputy Constables will be used only in emergency situations.

C. A Constable will hold no more than two (2) Reserve Deputy Constable positions (licenses) per his or her Precinct.

D. The Reserve Deputies are required to keep up the continuing education credits to maintain their licenses under TCOLE rules and under the Rules and Regulations of the Constable's office. All future reserve deputy constables will have to abide by the same rules and regulations.

ARTICLE 29 **Closing Statements**

SECTION I

Savings Clause.

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

SECTION II

Full and Final Scope of the Agreement.

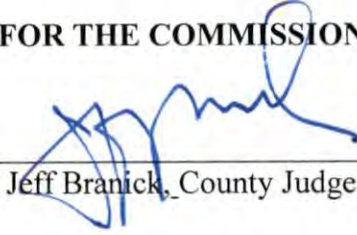
The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. Subject to the Maintenance of Standards clause (Article 11), the above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Subject to the Maintenance of Standards clause (Article 11), each party for the term of this Agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

SECTION III

Approval.

This Agreement was approved by the Jefferson County Commissioner's Court at a regular meeting held on the 20th day of September, 2022 and has been approved by the Constables by their signatures being affixed hereto, and has been ratified by the Jefferson County Deputy Constable's Association on the ____ day of _____, 2022.

FOR THE COMMISSIONER'S COURT:



 Jeff Branick, County Judge



ATTEST 

DATE 9-20-2022

FOR THE CONSTABLE:

 Jevonne Pollard, Constable Pct. 1

 Christopher Bates, Constable Pct. 2

 Charles B. Werner, Constable Pct. 4

 Joe Stevenson., Constable Pct. 6

 Robert Adams, Jr. Constable Pct. 7

 Gene Winston, Jr., Constable Pct. 8

FOR THE ASSOCIATION:

 Roderyck Daniels, President

ATTACHMENT 1
Arbitration

A. If a grievance is submitted to final, binding arbitration by the parties, the Constable and/or County and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA); or may be requested by one of the parties. Within five (5) working days from receipt of the list, the parties shall alternately strike names on the list and remaining name shall be the arbitrator.

B. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the AAA Expedited Labor Arbitration Rules.

C. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The Arbitrator's decision shall be final and binding upon the County, the Constable and the Association.

D. The Constable and/or County shall bear the expense of any witnesses called by the County. The Association shall bear the expense of any witnesses called by the Association, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The Constable and/or County and the Association shall share equally the fees and expenses of the arbitrator.

E. Notwithstanding any other provision in this agreement, a determination by the County that results in a reduction in the number of authorized, full-time paid deputy constable positions is not subject to arbitration and an arbitrator shall have no jurisdiction to render a decision increasing the number of authorized and budgeted deputy constable positions. The Arbitrator lacks jurisdiction on any issue wherein the Arbitrator changes or limits the budgetary power of the Jefferson County Commissioners' Court.



PROCLAMATION

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 20 day of September, 2022, on motion made by Everette 'Bo' Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Proclamation was adopted:

NATIONAL VOTER REGISTRATION DAY

WHEREAS, in September people we encourage all to register to vote and exercise the privilege we have to elect our leaders; AND

WHEREAS, there are millions of people of all ages living in communities throughout the United States are aiming to organize voter registration drives; AND

WHEREAS, we all share a responsibility to develop an interest in policies enacted at local, state, and national levels that affect our daily lives; AND

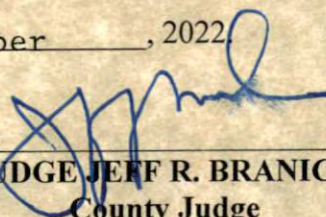
WHEREAS, getting the community involved in influencing public policies is essential if these policies are to meet the real needs of people who to live in the community; AND

WHEREAS, **National Registration Day** is a nonpartisan civic holiday celebrating our democracy; AND

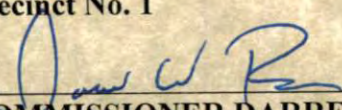
WHEREAS, members of many community civic groups are organizing a **National Voter Registration Day** on September 20, 2022 for Jefferson County citizens to become more civically active.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County designates **September 20, 2022** as **National Voter Registration Day**.

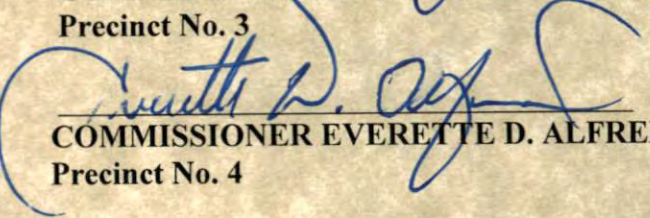
Signed this 20 day of September, 2022


JUDGE JEFF R. BRANICK
County Judge


COMMISSIONER VERNON PIERCE
Precinct No. 1


COMMISSIONER DARRELL BUSH
Precinct No. 2


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



SECOND AMENDMENT TO ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE REINVESTMENT ZONE

This Second Amendment Abatement Agreement for Property Located in the Reinvestment Zone (this "Amendment") is entered into by and between Jefferson County, Texas ("County") and Port Arthur LNG, LLC ("PALNG") and PALNG Common Facilities Company, LLC ("PALNG CFC") (PALNG and PALNG CFC hereinafter collectively referred to herein as "Owner"), to be effective as of March 25, 2019 ("Effective Date").

WHEREAS, the County and Owner entered into that certain Abatement Agreement For Property Located in the Reinvestment Zone dated March 25, 2019 and on January 14, 2020 the County and Owner entered into that certain Amendment to Abatement Agreement For Property Located in the Reinvestment Zone dated to be effective March 25, 2019 (collectively the "Tax Abatement Agreement"); and

WHEREAS, Owner is the owner of record in County's real property records of the real property on which the project that is the subject of this Amendment ("Project") will be constructed, and the owner of the improvements to the real property that will constitute the Project. Owner has requested that the County modify the Agreement to delay the beginning date of the tax abatement percentages agreed to and the real interests and obligations outlined in the Agreement; and

WHEREAS, it continues to be the intent of the Parties that all of the rights, duties and obligations granted or imposed by the Agreement with respect to Owner remain in full force and effect (as amended by this Amendment); and

WHEREAS, the Parties acknowledge that circumstances beyond the control of Owner, specifically difficulties occasioned by COVID-19 and other unanticipated exigencies, have delayed the commencement of construction of the Project and the Owner would suffer the loss of the intended benefits of the original Agreement if this Amendment were not entered into; and

WHEREAS, the County and Owner desire to further amend the Tax Abatement Agreement as more specifically set forth herein;

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual obligations and promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Tax Abatement Agreement is hereby amended as set forth in this Amendment:

1. Capitalized terms used in this Amendment have the same meanings given to them in the Agreement unless otherwise defined herein.
2. Amendment to Section 4. Section 4 of the Agreement is deleted in its entirety and replaced with the following:

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2026 and shall terminate on December 31, 2035, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2025, this AGREEMENT shall be null and void.

3. Amendments to Section 5. The date of "2024" in the first sentence of Section 5(a) of the Agreement is deleted in its entirety and replaced with the date of "2028". The date "January 1, 2023" in the first sentence of Section 5(a) of the Agreement is deleted in its entirety and replaced with the date of "January 1, 2028". The dollar amount "\$5.6 billion" in Section 5(c) of the Agreement is deleted in its entirety and replaced with the dollar amount "\$8 billion".
4. Amendments to Section 16. Owner contacts for Notice are deleted in their entirety and replaced with the following contacts:

OWNER: Port Arthur LNG, LLC
 PALNG Common Facilities Company, LLC
 1500 Post Oak Blvd, Suite 100
 Houston, TX 77056
 Attn: Asset Management
 Email: PALNGAssetManagement@SemptraGlobal.com

With a copy to: Semptra Infrastructure Partners, LP
 1500 Post Oak Blvd, Suite 100
 Houston, TX 77056
 Attn: Chief Legal Officer
 Email: SIGeneralCounsell@SemptraGlobal.com

5. Amendment to Tax Abatement Schedule. The Tax Abatement Schedule appended to the end of the Agreement is deleted in its entirety and replaced with the following:

"Tax Abatement Schedule"

Tax Year		Abatement Percentage
1.	2026	100%
2.	2027	100%
3.	2028	100%
4.	2029	100%
5.	2030	100%
6.	2031	100%
7.	2032	100%
8.	2033	100%
9.	2034	100%
10.	2035	100%

6. Ratification. The terms of the Agreement, as amended by this Amendment, comply in all respects with all applicable tax abatement policies, guidelines and criteria. To the extent required by applicable law, the parties agree that the Tax Abatement Agreement

is reinstated as of the Effective Date. As amended by this Amendment, all of the terms, covenants, and conditions of the Agreement, and all rights and obligations of the County and Owner thereunder remain in full force and effect, as amended by this Amendment. Owner re-confirms that it understands and will comply with Section 5(h) of the Agreement.

[remainder of this page blank – signatures follow]

This AMENDMENT is executed in duplicate this 13th day of September 2022 to be effective March 25, 2019.

FOR THE COUNTY:

By: [Signature]

Hon. Jeff R. Branick, County Judge

ATTEST:

By: [Signature] 9-13-2022

Laurie Laura Leister
County Clerk



FOR OWNER:

Port Arthur LNG, LLC

By: [Signature]

James R. Asay
Vice President – Tax

PALNG Common Facilities Company, LLC

By: [Signature]

James R. Asay
Vice President - Tax

COUNTY OF JEFFERSON
STATE OF TEXAS

IN THE COMMISSIONERS COURT
OF JEFFERSON COUNTY, TEXAS

ORDER

On this 20th day of September, 2022, came on to be considered, the setting of the tax rate of Jefferson County, and the Court further finding that at least four members of the Commissioners' Court are now present, as required by law.

It is ORDERED, upon motion made by Darrell Bush, Commissioner of Precinct No. 2, seconded by Michael Sinegal, Commissioner of Precinct No. 3 that the tax rate for 2022/2023 shall be:

(1) the debt service tax rate is hereby set at \$.019916 per one hundred dollars valuation for the County's 2022-23 debt service requirements; (2) the maintenance and operations tax rate is hereby set at \$.343268 per one hundred dollars valuation; (3) to maintain the residence homestead exemptions of 20% or \$5,000 and \$40,000 for over 65.

THIS RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEARS'S TAX RATE.

THE TAX WILL EFFECTIVELY BE RAISED BY 3.08 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$2.58

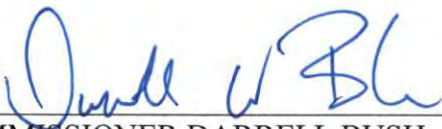
ORDERED and signed this 20th day of September, 2022.




JUDGE JEFF BRANICK
COUNTY JUDGE


COMMISSIONER VERNON PIERCE
PRECINCT NO. 1


COMMISSIONER MICHAEL SINEGAL
PRECINCT NO. 3


COMMISSIONER DARRELL BUSH
PRECINCT NO. 2


COMMISSIONER EVERETTE "BO" ALFRED
PRECINCT NO. 4

JEFFERSON COUNTY, TEXAS



ANNUAL BUDGET FISCAL YEAR 2022-2023

JEFF BRANICK
COUNTY JUDGE

VERNON PIERCE
COMMISSIONER, PCT. 1

DARRELL BUSH
COMMISSIONER, PCT. 2

**MICHAEL "SHANE"
SINEGAL**
COMMISSIONER, PCT. 3

EVERETTE "BO" ALFRED
COMMISSIONER, PCT. 4

PATRICK SWAIN
COUNTY AUDITOR

JEFFERSON COUNTY, TEXAS

ANNUAL BUDGET

This budget will raise more revenue from property taxes than last year's budget by an amount of \$7,645,445, which is an 8.44% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$1,728,268.

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:



Property Tax Rate Comparison

	2022-2023	2021-2022
Property Tax Rate:	\$0.363184/100	\$0.363184/100
No-New Revenue Tax Rate:	\$0.338172/100	\$0.363184/100
No-New Revenue Maintenance & Operations Tax	\$0.333011/100	\$0.342710/100
Voter-Approval Tax Rate:	\$0.476872/100	\$0.468596/100
Debt Rate:	\$0.019916/100	\$0.022498/100

Total debt obligation for Jefferson County secured by property taxes is \$26,780,000.

FISCAL YEAR 2022-2023

HISTORY OF JEFFERSON COUNTY, TEXAS



Jefferson County Courthouse

Jefferson County is a 937 square mile County situated in the Coastal Plain or Gulf Prairie region of extreme southeastern Texas. The County is comprised of mainly grassy plains, though it has a dense forest belt, marshy saltgrass terrain, and coastal prairie within its boundaries. The area is low and flat with altitudes rising from sea level to approximately 50 feet above. The County has a subtropical humid climate with a mean annual temperature of 69 degrees and averages fifty-three inches of annual rainfall. The average growing season is 225 days a year. Several incorporated towns make up the County including: Beaumont, Bevil Oaks, China, Groves, Nederland, Nome, Port Arthur, Port Neches, and Taylor Landing.

Jefferson County was formed in 1836 and organized in 1837. It was one of the original counties in the Republic of Texas. The first County seat was Jefferson (named after Thomas Jefferson) on the east bank of Cow Bayou and was replaced by Beaumont in 1838. The first Jefferson County courthouse was built in 1854 and later became a Confederate hospital during the Civil War. The second courthouse was a 3-story building, built in 1893. It was the County's seat of justice until demolished to make room for the current building. The courthouse as it stands today was built in 1931 for \$1,000,000. Since the building of the original courthouse in 1931, there have been

several extensions. The "New Courthouse" was built in the 1980's, and is attached to the original structure. The County also has a sub-courthouse located in Port Arthur. Other County Buildings and Annexes that house the operations and offices of the government are located at optimal points within the County.

The area that is Jefferson County has been claimed by several different nations. The first inhabitants were the Atakapa Indians, which settled in the Lower Neches and Sabine rivers. The French and Spanish disputed ownership of the area during the eighteenth century, and when the United States acquired Louisiana, the area was under Spanish control as part of the Atascosito District. Anglo settlement began in the area around 1821 with encouragement by the Mexican government. With the formation of the Texas Republic in 1836, residents of the newly formed County sought to increase settlement.

Jefferson County was changed drastically by the discovery of oil at Spindletop in 1901. Almost overnight, the area became a booming economic base for oil exploration and refining. Jefferson County's economy to this day is still rooted in the oil industry. Currently the economy of the County is based primarily on petroleum refining; the production and processing of petrochemicals and other chemicals; the fabrication of steel and steel products; shipping activity; the manufacture of wood, pulp, food and feed products; agriculture; and health care services. The County continues to diversify its economic base.

Jefferson County is the location of one of the fastest-growing industrial areas of Texas. The County endeavors to offer its citizens everything they seek in the way of employment, entertainment, cultural activities, and educational facilities. Jefferson County not only seeks to increase economic development in the area, but also seeks to provide its residents with an enriching community life.

SOURCES:

"JEFFERSON COUNTY." *The Handbook of Texas Online*.

<<http://www.tsha.utexas.edu/handbook/online/articles/view/JJ/hcj5.htm>> [Accessed Thu Sep 7 8:52:03 US/Central 2000].

"A History of Jefferson County, Texas From Wilderness To Reconstruction." W. T. Block, A Master of Arts Thesis at Lamar University. =<http://block.dynip.com/wtblockjr/History%20of%20Jefferson%20County/Introduction.htm> [Accessed Thu Sep 7 8:52:03 US/Central 2000].

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BUDGET SUMMARY



September 20, 2022

Honorable Commissioners' Court:

Jeff Branick, County Judge

Vernon Pierce, Commissioner, Precinct No. 1

Darrell Bush, Commissioner, Precinct No. 2

Michael "Shane" Sinegal, Commissioner, Precinct No. 3

Everette "Bo" Alfred, Commissioner, Precinct No. 4

The Commissioners' Court of Jefferson County, Texas was committed to adopting a budget for fiscal year 2022-2023, which would not require an increase in the County's overall property tax rate. We are proud to present a budget for the general fund that has increased by 5.7% from the 2021-2022 fiscal year adjusted budget, and maintains the same property tax rate. Therefore, in compliance with Section 111.033, Local Government Code, budget recommendations for fiscal year 2022-2023 are submitted for your consideration and approval.

This budget is prepared on the basis of \$28,613,947,685 of net taxable value, after exemptions, which is an increase of 9.4% over the previous year's net taxable value. The County's tax rate is \$.363184 per \$100 of assessed value, 7.4% above the No-new revenue tax rate. Net tax collections are estimated at 99% of the total levy.

The County's \$.363184 tax rate is allocated as follows:

General Fund	.343268
Debt Service	.019916

The fiscal year 2022-2023 budget provides for planned expenditures, net of contingency appropriations, for all operating funds totaling \$169,571,024. Contingencies in the amount of \$900,000 in the General Fund have also been appropriated. Such contingent appropriations are under the control of the Commissioners' Court and shall be distributed by that Court.

The Capital Projects for fiscal year 2022-2023, adopted independently of the operating budget, provides for planned expenditures of \$4,280,442.

Annual budgets are adopted for all funds except for enterprise funds, internal service funds, capital project funds, and certain special revenue funds where funds are designated for a specific purpose as identified in the grant award document, which adopts grant year or project length financial plans.

It is my opinion that the provisions of revenues and expenditures in this budget are adequate and that funds will be on hand to pay the obligations as set forth. All funds are expected to have sufficient resources to operate within the budgets as proposed. It is intended that each County department will operate within its total budget allocation.

Sincerely,

A handwritten signature in black ink, appearing to read 'PS', with a long horizontal stroke extending to the right.

Patrick Swain
County Auditor

BUDGET INITIATIVES, MAJOR GOALS AND ISSUES

The 2022-2023 budget year was a great challenge for the Commissioners' Court of Jefferson County. Commissioners' Court developed the current General Fund budget of \$155,496,215. In addition, Commissioners' Court was able to maintain the same property tax rate of .363184 cents per \$100 of taxable valuation, which is 7.4% above the No-new revenue tax rate. This property tax rate will enable Jefferson County to continue to provide services to its citizens and promote an atmosphere conducive to economic development within the County.

Budget initiatives for the current operating year include:

Provide a 5% salary increase for Sheriff Association union employees, Constable Association union employees, and all other employees. The increase in cost is approximately \$4.2 million including fringe benefits.

Commissioners' Court will utilize previously transferred funds and available grant funding to complete outstanding capital projects.

Maintain capital expenditures for durable goods to replace needed equipment to necessary levels.

On an on-going basis, County officials review and identify key issues facing the County and determine goals and objectives for the current operating year and the future. For the present and future years, the following represent the Commissioners' Court's list of major goals and issues:

- * Economic Development
- * Transportation Infrastructure
- * Coastal Protection
- * Organizational Development & Improvement

Economic Development - *Enhance the economic development climate in the County for future growth by focusing on workforce training and education, by exploiting our industrial and transportation infrastructure to attract and retain business and industry and utilizing existing legislation to incentivize the attraction of businesses that bring diversification to the economic base.*

Local Industry – Jefferson County is the largest crude & LNG exporter in the U.S. Several large projects are in construction, permitting, and development for the area and the County continues to work with other taxing entities to create a business environment conducive to this growth. These include such notables as Lucite, Air Products, Vitol, Golden Pass Products, OCI, Exxon Mobil, Phillips 66, Sempra Energy, Coastal Caverns,

Energy Transfer Partners, and others that cannot be disclosed at present because of confidentiality agreements. Of late, numerous “green” energy projects have begun design and construction activities in the county and numerous large agricultural landowners have begun to enter into agreements for land use for solar, wind, and carbon sequestration projects.

Petrochemical expansions at the Motiva, Exxon Mobil, Total, and Valero facilities located in Jefferson County represent approximately \$22 billion in project improvements. In addition, hundreds of millions of dollars are being spent on terminal and pipeline facilities to support these projects. Recent rail terminal facility expansions and new construction has significantly increased the transportation of Canadian tar sands oil and bitumen to our area for processing by area refineries. In total, announced expansion projects in our county exceed \$65 billion.

Cheniere, one of two companies with Liquefied Natural Gas Terminals on the border of the Texas/Louisiana Coast, is in the latter stages of construction of a \$10 billion liquefaction facility. Golden Pass LNG opened their terminal in mid 2011. With their opening, our ship channel is now home to over 50% of the nation’s LNG capacity. Golden Pass LNG has received a permit allowing it to build a \$10 billion gas liquefaction export facility in Jefferson County. Golden Pass LNG has made a final investment decision and is in the middle of construction. Sempra Energy has also begun permitting a multi-billion-dollar liquefaction facility to be built on 3,000 acres of land they currently own in Jefferson County and has entered into agreements for purchase of their LNG with foreign countries. Final investment decision is expected in 2023.

The County continues to work with industry leaders, the Texas Workforce Commission, Lamar Institute of Technology, Lamar University, Lamar State College, and non-profit groups to supply a workforce able to handle the growing labor needs of the County. This is critical given the interest of the international community in locating facilities in our county.

Hotel/Motel Tax – The County collects a 2% hotel occupancy tax from Jefferson County hotels. This tax enables the County to enhance tourism in the area by funding a variety of events and projects. The County funds the operational cost of the Ben J. Rogers Regional Visitors’ Center with revenue from the Hotel/Motel Tax.

Airport Development – The County continues to collaborate with American Airlines to provide direct flights to the Dallas area to enhance the Airport’s operations and link Jefferson County to worldwide destinations. Airport facility renovations are continual as part of the Airport’s master plan approved and funded by the FAA. The County has entered into several land lease contracts for economic development of the frontage road property in front of the Airport and construction of several projects are in process.

Transportation Infrastructure – *Provide adequate funding for County infrastructure.*

Sabine-Neches Waterway - The County has participated in a study by the U.S. Army Corps of Engineers into the feasibility of deepening the Sabine-Neches waterway. This will allow ports in Southeast Texas, the third largest in the nation, to accommodate newer deep draft vessels and thus remain competitive with other ports on the Gulf Coast. A few years ago, the U.S. Army Corps of Engineers issued their “Chief’s Report” which paves the way for federal funding of this project. The U.S. House and Senate recently passed legislation, which was signed by the President authorizing the construction of the waterway improvements at a cost in excess of \$1 billion. Congressional appropriations have been approved for engineering and design of the project and construction dollars have been appropriated and construction began in July 2020. The first “useable increment” of the deepened ship channel was completed in the fall of 2020. Work is ongoing and is anticipated to last six years. The waterway is expected to add 650 ships a year to current numbers with industrial construction currently in progress.

Coastal Protection – *Provide protection of the County’s natural resources.*

Protection measures – Hurricane Ike destroyed the beach dune system along the 20 miles of Jefferson County coastline. As a result, the 138,000 acres of marsh in Jefferson County are being continually assaulted by normal saltwater tidal changes, which will destroy the marshes’ regenerative growth. This marsh area is critical economically, environmentally, and recreationally, and acts as a significant buffer against hurricane related tidal surges. Jefferson County has collaborated with the U.S. Fish & Wildlife service, the Texas General Land office, Texas Commission on Environmental Quality, and Texas Parks & Wildlife department to address dune restoration issues. Jefferson County is currently working with State and Federal officials to leverage BP Oil Spill funding for coastal restoration projects. Thus far, state and federal resources in excess of \$200 million are currently being employed to address the issue and both state and federal officials are committed to further funding. Construction has begun on restoration projects and restoration of the beach dune system has begun and is anticipated to be completed in the second quarter of 2023. Other projects associated with coastal restoration and protection, including saltwater barriers and siphons that restore freshwater inflows, have recently been completed utilizing BP Oil Spill settlement proceeds, North American Wetlands Conservation Act funds, and other funding.

Organizational Development & Improvement - *Improve services to our citizens through development of employees within the County.*

Services – The County also intends to continue examining our business processes and use of technology to ensure that citizen’s needs are addressed in the most efficient and cost-effective manner possible. We are currently updating all document and records handling software programs to improve the efficiency of all departments.

Strategic Planning and Performance Measures – The County continues with development of a strategic plan for enhanced long term budget planning, including long range capital projects planning and help to a model of performance measures to assist with the budget process.

BUDGET HIGHLIGHTS

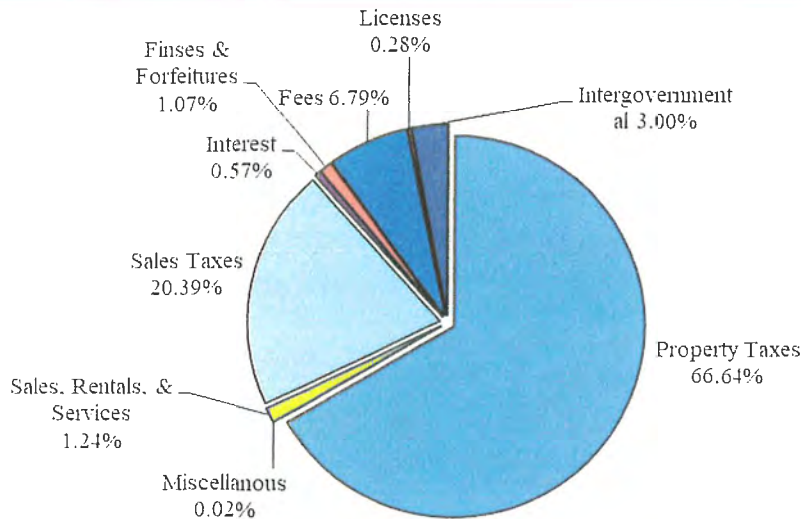
REVENUES

Jefferson County's budgeted revenues for the General Fund, Debt Service Fund, and Special Revenue Funds are derived as follows (excluding other sources):

Revenues by Source - All Funds Summary

	Approved 2021-2022	Approved 2022-2023	Percentage Change
Property Taxes	\$ 92,577,815	\$ 101,866,087	10.03%
Sales Taxes	31,055,000	31,175,000	0.39%
Fees	9,981,775	10,375,818	3.95%
Licenses	403,000	434,000	7.69%
Sales, Rentals, & Services	1,976,515	1,901,700	-3.79%
Intergovernmental	4,960,927	4,586,736	-7.54%
Fines & Forfeitures	1,705,000	1,630,000	-4.40%
Interest	164,764	865,896	425.54%
Miscellaneous	27,000	30,000	11.11%
Contributions	3,960	4,000	1.01%

Revenues by Source - All Funds Summary Fiscal Year 2022-2023



Property taxes are expected to increase by about \$9.3 million for 2022-2023. This amount is based on a net taxable value of \$28,613,947,685 and an adopted tax rate of \$.363184. The County is anticipating a 99% collection rate for this budget year. This increase is mainly due to increase in valuations for residential and commercial properties. Industrial values continue to be a challenge in association with the uniform and equal provision of the Texas Constitution. The County is hopeful that legislation will be passed to help bridge the gap between market values and appraised values for these commercial and industrial properties. Overall, net taxable values are relatively flat from values from six years ago as a result.

Sales taxes collections are budgeted at \$31,175,000. The County collects ½-cent on all taxable sales within the County. The ½-cent sales tax was adopted in 1989. In addition, the County collects sales tax on alcoholic beverages. The County collects a 2% hotel occupancy tax from area hotels. This tax is used to fund the Ben J. Rogers Regional Visitors' Center as well as tourism grants. Voters adopted a 1-cent sales tax in November 2018 for a special assistance district.

Taxes typically make up about 87% of all revenues for the County. Please refer to page 23 for a ten-year historical account of Tax Revenues by Source.

Fees represent the third largest source of revenue for the County. Fees are anticipated to increase by 3.95% because of return of more normal activity. Fees include all departmental fees. Fees depend on the provisions of state law, and are usually mandatory, but occasionally are optional with the approval of Commissioners' Court. Revenues from this source depend on collections by departments, the actions of courts, incidence of offenses, and various other external factors. The County uses historical trends of actual revenue collections to estimate for the current year with making adjustments for any changes in the fee schedules.

Road and Bridge Fees are generated from a \$10 annual assessment at the time of license tag renewal. The Road and Bridge precincts utilize these funds for road construction and maintenance of roads as stipulated by the Texas statutes.

Auto registration fees represent the County's portion of the annual renewal fees for State auto registration. Based upon Chapter 152 of the State Tax Code this fee provides funding for construction, maintenance, bridge construction, purchases of right-of-way, and for relocation of utilities.

Other revenues are made up of licenses, sales, intergovernmental revenue, fines and forfeitures, interest, and other miscellaneous items. The County uses historical trends of

actual revenue collections to estimate for the current year while making adjustments for any changes in circumstances or rates such as interest rates.

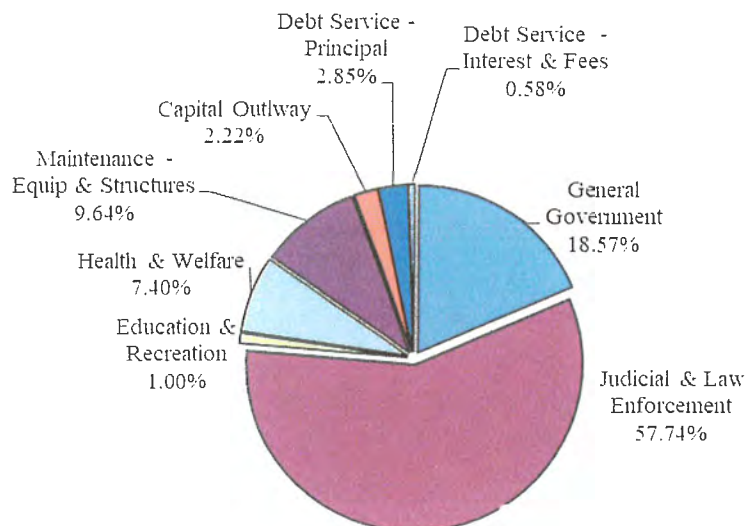
EXPENDITURES

Jefferson County's budgeted expenditures for the General Fund, Debt Service Fund, and Special Revenue Funds are derived as follows (excluding other uses):

Expenditures - All Funds Summary by Function

	Approved 2021-2022	Approved 2022-2023	Percentage Change
General Government	\$29,279,566	\$30,940,164	5.67%
Judicial & Law Enforcement	88,931,936	96,184,017	8.15%
Education & Recreation	1,450,004	1,665,938	14.89%
Health & Welfare	11,864,140	12,318,583	3.83%
Maintenance - Equipment & Structures	15,287,744	16,057,086	5.03%
Capital Outlay	5,523,786	3,695,222	-33.10%
Debt Service - Principal	4,515,000	4,745,000	5.09%
Debt Service - Interest and Commission	1,190,850	965,100	-18.96%
Debt Service - Transaction Fees	5,000	5,000	0.00%

Expenditures - All Funds Summary
Budgeted for Fiscal Year 2022-2023



General Fund expenditures make up 91.22% of total budgeted expenditures, while Debt Service makes up 3.35% and Special Revenue funds make up 5.43% percent. The overall change to the budget was an increase of \$8,454,092 from the 2021-2022 approved budget year. This includes an \$8,435,702 increase related to the General Fund. The increase from the 2021-2022 approved budget year to 2022-2023 related to the General Fund and will be discussed below. Debt Service had a slight increase. Special Revenue funds also had just a slight increase.

GENERAL FUND

The General Fund is used to account for the general governmental operations of the County. Included in these activities are budgets for the general government, judicial and law enforcement, education and recreation, health and welfare, maintenance of buildings and structures, capital outlay, and special purpose funding. Expenditures for fiscal year 2022-2023 including “transfers out” and contingency appropriation are approved at \$155,496,215. Revenues including “transfers in” are estimated at \$140,354,558.

Property Taxes represent 69% of the revenues generated by the General Fund. In 2022-2023 the budgeted property taxes for the General Fund is expected to increase approximately \$9.4 million dollars from the prior year’s budget. This increase is mainly due to the increase in valuations for residential and commercial properties. Budgeted property tax revenue for 2022-2023 is \$96,399,088 for the General Fund.

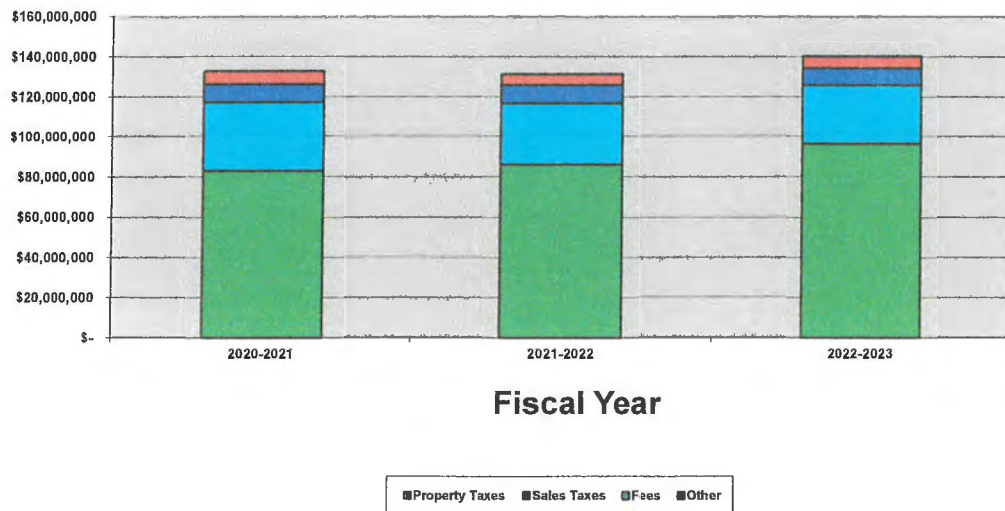
Budgeted sales tax revenue for 2022-2023 is \$29,700,000, which represents 21% of the revenues generated by the General Fund. Revenue from Sales taxes have seen an influx from industrial expansions. The County anticipates revenue from Sales taxes to remain relatively stable to current collections during the 2022-2023 budget year.

Fees collected by the County account for 6% of the General Fund revenues. Estimated revenues for fees are budgeted at \$8,358,970. Fees are expected to remain level during the 2022-2023 budget year.

Other revenue sources include intergovernmental revenue, contractual payments on the housing of inmates for area cities, and interest revenue. Other revenue sources accounts for 4% of the budgeted General Fund revenues. Estimated revenues from other revenue sources are budgeted at \$5,896,500. Other revenue sources are expected to increase about 12% from the prior year’s budget. A large portion of the increase is due to additional interest revenue because of a rise in interest rates.

The following graph shows the relationship of the major revenue sources for fiscal year 2020-2021 through 2022-2023:

General Fund (Revenues)



Expenditures budgeted for the 2022-2023 fiscal year total \$155,496,215, including contingency appropriations, and “transfers out”.

General Fund Expenditures by Category

	Percentage of Budget	Approved 2021-2022	Approved 2022-2023	Percentage Change
Personnel Services	67.43%	\$ 99,634,537	\$ 104,850,943	5.24%
Operating Expenditures	28.93%	40,346,746	44,988,236	11.50%
Capital Outlay	1.15%	3,433,868	1,782,122	-48.10%
Special Purpose Funding	2.49%	3,645,362	3,874,914	6.30%

Personnel services include salaries, wages, and fringe benefits of Jefferson County employees. The increase is due to a 5% salary increase for Sheriff Association union employees, Constable Association union employees, and all other employees, a 6% increase for Health insurance premiums effective 1/1/2023, and an increase in the employees’ retirement rate as set by TCDRS. The total number of positions are remaining the same as the previous year.

Operating expenditures include all materials and supplies, maintenance and utilities, and miscellaneous services. Departments were diligent in maintaining their budgets as closely to current levels as possible. A large part of the 11.5% increase is associated with an increase in the jail medical contractual payments, additional cost for food for inmates, fuel, road materials, increase in retirees’ health insurance, and increases in other contractual payments.

Capital outlay, which includes all capital equipment purchases over \$5,000 made by the County, decreased by \$1,651,746. The County will be replacing or purchasing necessary equipment, including equipment purchases in the Road & Bridge departments, and other offices as needed. Other capital outlay needs will be purchased with other funding including grants, where available.

Special Purpose Funding is used to account for expenditures that are non-operational in nature or do not specifically belong to a department. It consists of contingency appropriations and “transfers out”. This budget year the following transfers are budgeted: Ford Park - \$1,655,319 and County match for Grant funds - \$1,319,595. Contingency appropriations are budgeted at \$900,000.

In 2022-2023, the County will anticipate utilizing \$15,141,657 of the General Fund reserves to balance the operating requirements of the County. The County’s ending available fund balance will be 21.44% of budgeted expenditures, which complies with the County’s fund balance policy. The amount that the County will utilize of the General Fund reserves will be used to fund capital outlay and special purpose funding.

General Fund Expenditures by Function

	Percentage of Budget	Approved 2021-2022	Approved 2022-2023	Percentage Change
General Government	20.21%	\$28,637,308	\$ 30,275,031	5.72%
Judicial & Law Enforcement	60.66%	83,893,289	90,892,495	8.34%
Education & Recreation	0.32%	458,066	473,330	3.33%
Health & Welfare	8.22%	11,864,140	12,318,583	3.83%
Maintenance - Equipment & Structures	10.60%	15,128,480	15,879,740	4.97%

The General Government increase is mainly due to a 5% salary increase for employees, increase in health insurance cost for both active employees and retirees, and an increase in employees’ retirement rate. General Government is made up of the administrative functions of the County including the Tax Office, Auditor’s Office, County Clerk, County Treasurer, Purchasing, MIS, and others.

Judicial and Law Enforcement increases are in large part due to 5% salary increase for Sheriff Association union employees, Constable Association union employees, and for all other employees. Increases in the employees’ retirement rate, health insurance cost, Jail medical contract cost, and increase in food cost of County inmates have also caused increases to this category.

The Education and Recreation Division increase is due to a 5% salary increase to all employees, increase for health insurance costs, and an increase in the employees’

retirement rate. The only department for this division is the Agriculture Extension Service, which offers the citizens of Jefferson County access to a wealth of knowledge and experience on agricultural topics.

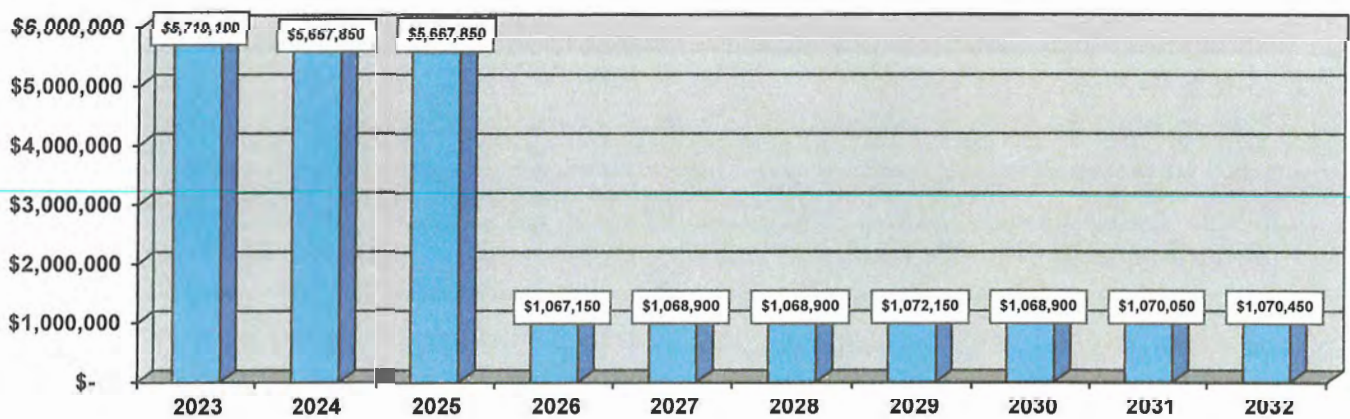
Health & Welfare increase is due to a 5% salary increase to all employees, increase in health insurance costs, and an increase in the employees' retirement rate. This division provides health care for the indigent citizens of the County, support of the Child Protective Services of the State of Texas, mosquito control practices throughout the County, emergency management, and environmental control functions for the County.

Maintenance – Equipment & Structures increase is due to a 5% salary increase to all employees, increase for health insurance cost, an increase in the employees' retirement rate, and increase in cost of road materials and fuel. This division is responsible for the maintenance and operation of all County facilities and roadways.

DEBT SERVICE FUND

The Debt Service Fund is a legally restricted fund utilized to account for revenues recognized to liquidate the debt service requirements for the County's debt. This income is primarily earned through the allocation of property taxes to the fund.

Debt Service Requirements Next 10 Years



On October 1, 2022, the County has debt issues outstanding of \$26,780,000. Revenues are budgeted at \$5,487,599 for 2022-2023, of which 99.6% comes from the allocation of property taxes. The remaining portion of funding to debt service is interest. Expenditures of \$5,715,100 are budgeted to meet the current debt service requirements. The County does not have any plans to issue additional debt for 2022-2023 fiscal year.

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for revenues allocated for restricted purposes as specified by statute. The County's funds are comprised of revenues generated from

road fees, confiscated goods, security fees, contributions, and other sources. Revenues for 2022-2023 are budgeted at \$7,690,847 and expenditures are budgeted at \$9,259,709. The County is implementing a new Court and Jail software program to increase technology features, records management, and efficiencies for many departments within the County. The Marine Division is classified as a Special Revenue Fund since it is fully funded by the Sabine Neches Navigation District. The Marine Division provides law enforcement presence on the navigable waterways, terminals, and ship channels of the County. In addition, Courthouse security will continue to be a high priority. Finally, the Ben J. Rogers Regional Visitors' Center is fully functioning, and the Hotel Occupancy Tax Fund will continue to fund the operations and improvements to Ford Park.

CAPITAL PROJECTS

The County maintains an ongoing capital improvement program. General government capital improvements have been funded by a combination of bond proceeds, general fund transfers, and grant funding. The focus of the County's capital improvement program is related to Transportation, Environmental Infrastructure, Equipment Upgrades and Asset Protection.

Expenditures of \$4,280,442 are estimated for projects in the 2022-2023 fiscal year. Funding for these expenditures is already transferred in previous budget years. As other projects are identified, the County could use available fund balance above the minimum fund balance policy to budget transfers in future years in order to minimize debt issuances. The current expenditures will affect the County on several levels including:

Transportation Infrastructure –The County is estimating to spend \$3,313,154 in 2022-2023 to repair road damage on the Major Drive Extension between Hwy 124 and Labelle Road. The proposed repairs will strengthen the road in order to handle heavy truck traffic along this section of the road.

Environmental Infrastructure –As part of this long-term project, the County has funded various environmental studies regarding shoreline erosion, sand source feasibility, and wetlands mitigation. The County is estimating to spend \$43,738 in 2022-2023 to assist the County with Federal or State funding for the shoreline project along McFaddin Beach.

Equipment Upgrades and Asset Protection – The County has allocated \$923,550 in 2022-2023 to upgrade the County's phone system and Courthouse waterproofing. These enhancements are expected to provide the citizens and employees with more efficient and safer operations.

ACKNOWLEDGMENTS

Acknowledgments The dedicated service and hard work of the entire staff of the Auditor's Office achieved the preparation of the 2022-2023 Annual Operating Budget. Sincere appreciation to the elected and appointed officials for their cooperation in completing this budget in a timely manner is also warranted. Commissioners' Court is also commended for exercising fiscal responsibility in their deliberations in setting the expenditures for the proposed fiscal year.

BUDGET POLICY & PROCEDURES

The overall goal of the County's budget policy and procedures are to establish and maintain effective management of the County's financial resources. Formal policy statements and major objectives provide the foundation for achieving this goal. Accordingly, this section outlines the policies and procedures used in guiding the preparation and management of the County's overall budget and the major objectives to be accomplished.

The County follows the policies below in establishing the budget.

Guidelines

- ⌘ The budget will be prepared in such a manner as to facilitate its understanding by citizens of the County, elected officials, and employees.
- ⌘ Financial information systems will be maintained to monitor operations of the County on an ongoing basis. Also, the accounting and financial reporting systems will be maintained in compliance with current generally accepted accounting principles.
- ⌘ The Auditors' Office will review all departmental budgets to identify possible increases or reductions, and will analyze all budget requests in detail.

Interim Financial Reporting

- ⌘ Commissioners Court and all Departments will be provided with monthly budget reports comparing actual versus budgeted revenue and expense activity.

Balanced Budget

- ⌘ The budget will be structurally balanced; total expenditures do not exceed total resources, or total estimated revenues plus reserves. The County will avoid budgetary procedures that balance current expenditures at the expense of meeting future years' expenses, such as postponing expenditures or accruing future year's revenues.

Capital Improvement Policies

- ⌘ The budget will provide for adequate maintenance of capital, infrastructure, equipment, and for their logical replacement. No “carryover” capital outlay will be budgeted unless specifically approved by Commissioners’ Court during the current year’s budget hearings.
- ⌘ The County will establish an appropriate mix of general fund transfers, state grant funds, and general obligation debt in the funding of capital projects.

Debt Management Policies

- ⌘ The County will confine long-term debt to capital improvements or projects that cannot be financed from current revenues.
- ⌘ The County will not use long-term debt for current operations.
- ⌘ The County will strive to have the final maturity of general obligation bonds at, or below thirty years, and within a period not to exceed the estimated useful life of the project.

Fund Balance Policies

- ⌘ The County will strive to maintain an unreserved, available fund balance of approximately 15% of budgeted expenditures for the General Fund. Fund balance for Debt Service funds will be maintained according to debt covenants, usually 1/12th of the next year’s debt principle payment requirements. Fund balance for Special Revenue funds will be maintained to ensure a positive fund balance for the individual funds.
- ⌘ It is the intent of the County to use excess available fund balances above the 15% to help fund capital replacement and capital projects in order to reduce the need for future debt.

Investment Policies

- ⌘ These Investment Policies apply to the investment of short-term operating funds of the County in excess of those funds required to meet current expenditures. Topics included in the investment policy are quite detailed and include information of Strategy, Scope, Objectives and Priorities, Responsibility and Control, Reporting, Institutions, Instruments, Procedures, Collateral and Safekeeping, and Policy Review and Amendments. The

complete policy can be reviewed in the separate Investment Policy Manual maintained by the Treasurer's office.

Capital Asset Procedures

- ⌘ Capital assets include buildings, roads, bridges, equipment, computers, furniture, and vehicles. Jefferson County's monetary criteria is \$10,000 or more and with a useful life of more than one year. Once purchased, all capital assets are maintained in the physical inventory until disposed.

The County follows the procedures below in establishing the budget.

- ⌘ Jefferson County's fiscal year begins on October 1st each year and ends on September 30th. The budget process for each upcoming fiscal year begins in May with the preparation of Budget Workpapers which are distributed to all County Departments. Each department is asked to project their financial requirements for the upcoming year. The Budget Workpapers are a guide for initial budget requests.
- ⌘ Departmental annual budget requests are then submitted by the Department or Agency Head to the County Auditor in June. The County Auditor compiles the initial requests and in July, budget hearings are held for each department. Commissioners' Court, which includes the County Judge and the four County Commissioners oversee the Budget Hearings. These hearings give Department Heads the opportunity to discuss with Commissioners' Court any changes in their budget, and items that are a priority. The public is invited to attend all budget hearings, which are posted according to the Open Meetings Act.
- ⌘ In conjunction with compiling departmental budget requests, the County Auditor prepares an estimate of available resources in each fund for the upcoming fiscal year. Expenditures budgeted in the various funds may not exceed the fund balances as of the first day of the fiscal year plus the anticipated revenue for the year as estimated by the County Auditor.
- ⌘ In September, the County Auditor prepares the proposed annual operating budget to be presented to the Commissioners' Court for their consideration. The budget represents the financial plan for the new fiscal year. Public hearings are held on the proposed budget.
- ⌘ The Commissioners' Court must adopt an annual operating budget by a majority vote of the Commissioners' Court before October 1. The adopted budget must be balanced; that is, available resources must be sufficient to

support annual appropriations. Accountability is then required for operations to remain within available resources.

- ⌘ The department is the legal level of budgetary control. Total expenditures cannot exceed the final appropriation once the budget has been adopted. Commissioners' Court can amend the total appropriations for an individual department. To comply with expenditure limitations, when one department's total appropriation is increased, another department's appropriation must be reduced by an equal amount. Commissioners' Court may also approve the transfer of appropriations within funds. All such amendments require Commissioners' Court approval.
- ⌘ The County uses funds to report its financial position and results of its operations. Funds for budget purposes are classified as Governmental and Fiduciary. Governmental Funds are used to account for the majority of the County's general activities, including the collection and disbursement of earmarked monies (Special Revenue Funds), the acquisition or construction of general fixed assets (Capital Projects Funds), and the servicing of general long-term debt (Debt Service Funds). The General Fund is used to account for all activities of the County not accounted for in any other fund. Proprietary Funds are used to account for activities similar to those found in the private sector (Enterprise Funds), where the determination of net income (loss) is necessary and/or useful to sound financial management.
- ⌘ Annual budgets are legally adopted for the General Fund and Debt Service Fund. Budgets for Special Revenue Funds are established pursuant to statute guidelines, and budgets for Capital Projects are established on a project basis. Enterprise funds have submitted an estimated net loss. The amount of the annual subsidy needed for the Enterprise funds are budgeted in the General Fund as a transfer.
- ⌘ All transactions affecting the acquisition and disposition of anything of value by the County are recorded in detail in the accounting system adopted by the Jefferson County Auditor.
- ⌘ The budgets of general government type funds (i.e. General Fund and Special Revenue Funds) are prepared on the modified accrual basis. Briefly, this means that obligations of the County are budgeted as expenditures, but revenues are recognized only when they are measurable and available.
- ⌘ Encumbrance accounting is used for all funds. Encumbrance accounting means that an estimated cost is recorded on the books at the time of an order of goods and services so that all obligations are booked. When the actual

cost is known, it is booked, and the encumbrance is reversed. All encumbrances lapse at year-end for all budgeted funds.

- ⌘ The Comprehensive Annual Financial Report shows the status of the County's finances on the basis of "generally accepted accounting principles" (GAAP). The Annual Report and the budget are prepared on a basis consistent with GAAP using the modified accrual basis.
- ⌘ The budget document does not include Enterprise Funds, Internal Service Funds, and Special Revenue Funds that are grants. Grants are restricted for specific purposes. Since these grants are presented to Commissioners' Court throughout the year and some run on different fiscal years, the grant budgets and accountings are maintained separately from this document.

JEFFERSON COUNTY, TEXAS

CALENDAR FOR BUDGET PREPARATION

Dates are approximate

APRIL 27 – Budget preparation packets sent to all County departments by County Auditor.

MAY 31 – Budget preparation packets are due back to the County Auditor's office.

JUNE 1 – JULY 17 – Compile initial budget requests, and estimate of available resources.

JULY 18 – 22 – Budget Hearings.

AUGUST 4 – Publish notice of public hearing on annual compensation of County Auditor, Assistant Auditors, and Court Reporters. (Section 152.905 LGC)

AUGUST 10 – Budget Workshop to discuss pending items for budget.

AUGUST 16 – Commissioner Court Meeting to discuss tax rate and schedule public hearing and call for election if needed including record of vote.

AUGUST 18 – Public hearings on Auditors and Court Reporters budget with District Judges. (Section 152.905 LGC)

SEPTEMBER 8 – Notify Elected officials of salaries and allowances. (Section 152.013 LGC)

SEPTEMBER 9 – Notice of proposed increases in elected officials' salaries and allowances published in local newspaper. (Section 152.013 LGC)

SEPTEMBER 9 – Publish notice for budget public hearing. (Section 111.0385 LGC)

SEPTEMBER 9 – File budget with County Clerk. (Section 111.037 LGC)

SEPTEMBER 9 – Notice of Public hearing for Tax Rate.

SEPTEMBER 20 – Public hearing on tax rate.

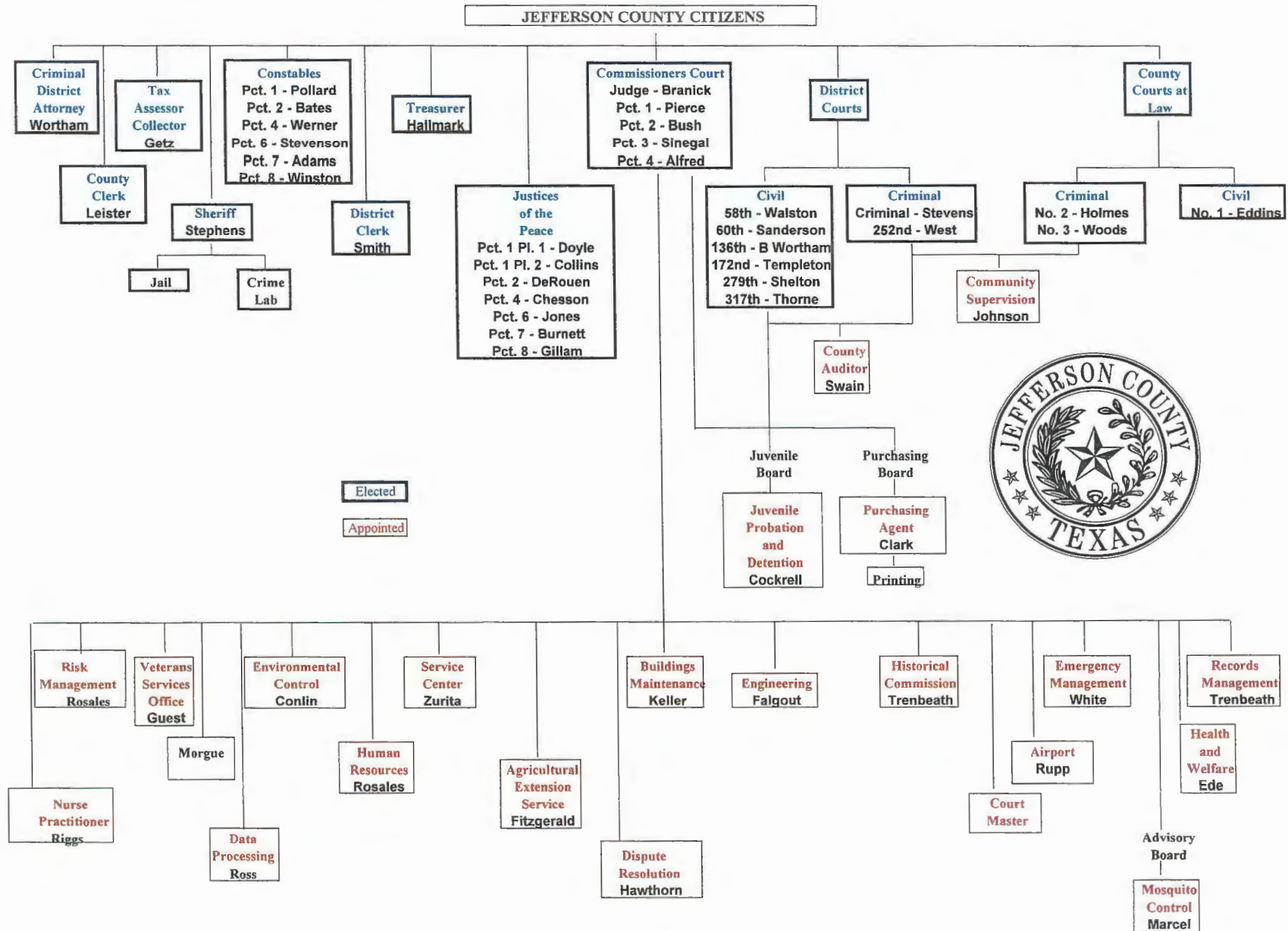
SEPTEMBER 20 – Adopt tax rate.

SEPTEMBER 20 – Public hearing and adopt budget. (Section 111.039 LGC)

SEPTEMBER 27 – Receive & file budget.

ORGANIZATION CHART OF JEFFERSON COUNTY

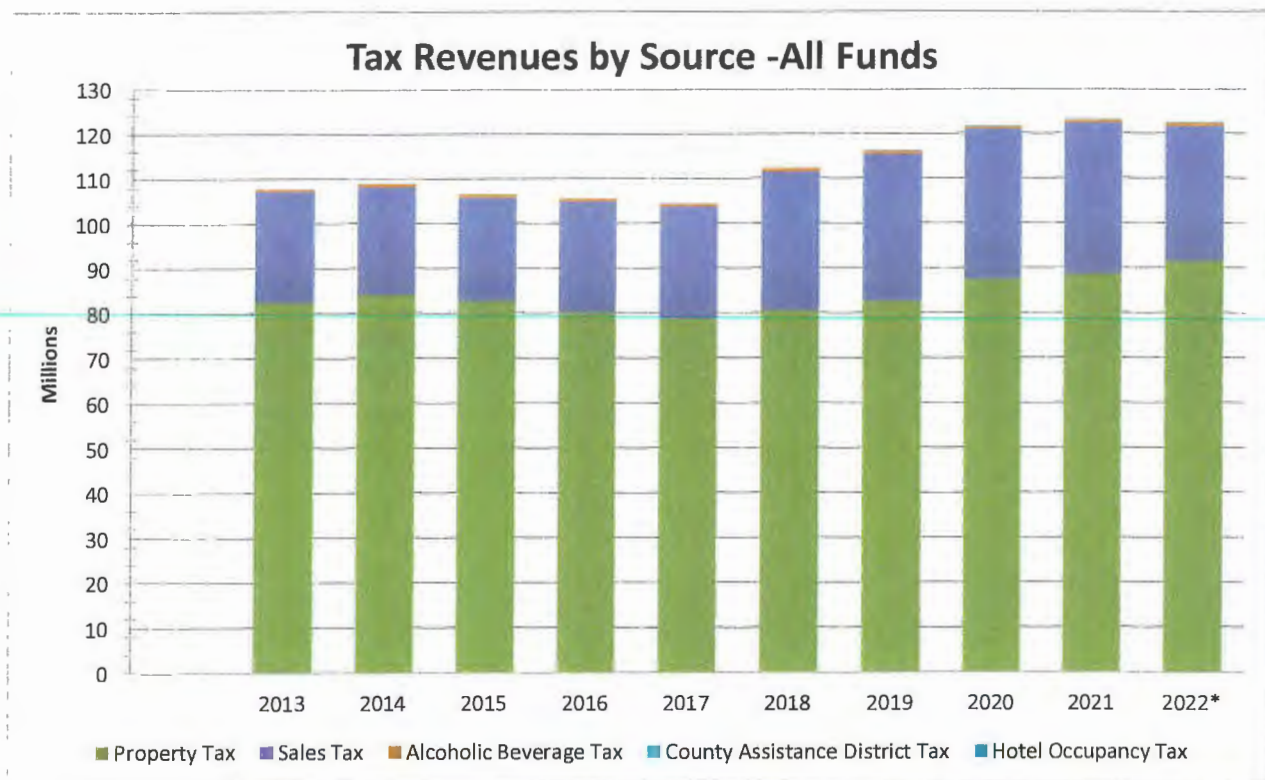
As of September 30, 2022



TAX REVENUES BY SOURCE - ALL FUNDS
LAST TEN FISCAL YEARS

Fiscal Year	Property Tax	Sales Tax	Alcoholic Beverage Tax	Hotel Occupancy Tax	County Assistance District Tax	Total
2013	\$82,593,407	\$24,695,194	\$475,162	\$1,015,651	\$ -	\$108,779,414
2014	84,262,722	24,064,857	614,384	1,150,383	-	110,092,346
2015	82,850,758	23,047,286	656,678	1,291,716	-	107,846,438
2016	80,400,650	24,595,048	673,135	1,211,569	-	106,880,402
2017	78,856,965	24,984,470	689,240	1,187,625	-	105,718,300
2018	80,704,782	30,911,766	743,739	1,696,852	-	114,057,139
2019	82,794,242	32,759,242	753,954	1,422,345	48,980	117,778,763
2020	87,564,321	33,497,873	590,925	1,537,054	95,332	123,285,505
2021	88,722,128	33,621,425	755,519	1,507,187	76,404	124,682,663
2022*	91,711,858	30,000,000	802,272	1,468,728	77,376	124,060,234

* Estimate for current year



**RATIO OF ANNUAL DEBT SERVICE EXPENDITURES
FOR GENERAL BONDED DEBT TO TOTAL GENERAL
EXPENDITURES**

LAST TEN FISCAL YEARS

Fiscal Year	Debt Service			General Expenditures	Ratio of Debt Service To General Expenditures
	Principal	Interest	Total Debt Service		
2012	\$ 4,430,000	\$ 2,169,209	\$ 6,599,209	\$ 143,444,952	4.60%
2013	3,965,000	1,960,536	5,925,536	142,672,765	4.15%
2014	4,280,000	1,837,099	6,117,099	141,963,383	4.31%
2015	4,420,000	1,691,644	6,111,644	147,375,682	4.15%
2016	4,590,000	1,534,121	6,124,121	142,043,535	4.31%
2017	4,690,000	1,410,930	6,100,930	143,919,630	4.24%
2018	3,640,000	1,264,258	4,904,258	148,191,679	3.31%
2019	3,450,000	1,236,395	4,686,395	157,519,701	2.98%
2020	4,120,000	1,590,578	5,710,578	167,091,311	3.42%
2021	4,270,000	1,404,350	5,674,350	155,567,512	3.65%

ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN TAX YEARS

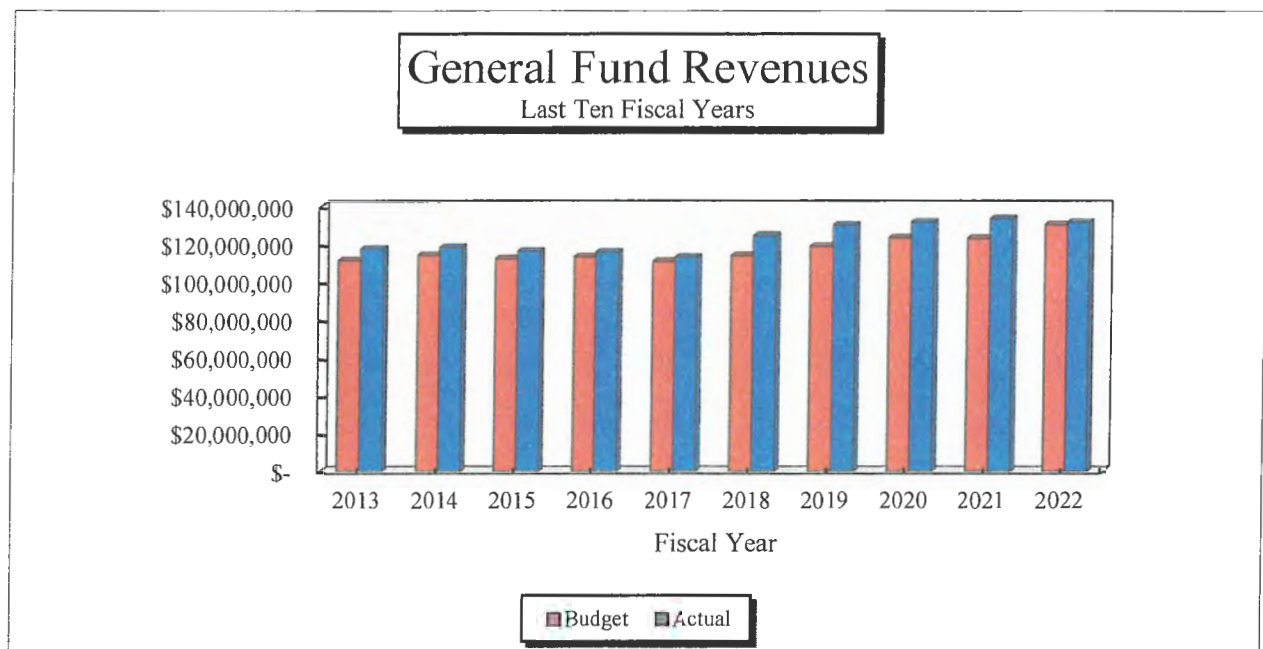
Tax Year	Assessed Value					Assessment Ratio	Estimated Actual Value
	Real Property	Less (a) Exemptions	Real Property (Net)	Personal Property	Total (b)		
2012	22,320,153,198	3,198,328,907	19,121,824,291	6,131,164,990	25,252,989,281	100%	28,451,318,188
2013	25,832,370,800	6,667,443,764	19,164,927,036	6,742,185,740	25,907,112,776	100%	32,574,556,540
2014	24,783,401,488	6,385,170,071	18,398,231,417	6,995,371,050	25,393,602,467	100%	31,778,772,538
2015	25,362,781,856	6,399,625,866	18,963,155,990	5,942,276,123	24,905,432,113	100%	31,305,057,979
2016	24,934,838,353	6,033,364,824	18,901,473,529	5,443,263,208	24,344,736,737	100%	30,378,101,561
2017	26,292,511,780	7,709,373,774	18,583,138,006	5,804,730,594	24,387,868,600	100%	32,097,242,374
2018	25,859,294,809	7,921,774,579	17,937,520,230	6,380,436,697	24,317,956,927	100%	32,239,731,506
2019	27,633,568,872	8,807,616,190	18,825,952,682	6,723,174,842	25,549,127,524	100%	34,356,743,714
2020	27,578,075,911	9,328,538,631	18,249,537,280	6,547,102,115	24,796,639,395	100%	34,125,178,026
2021	29,090,791,892	8,934,010,700	20,156,781,192	5,766,438,643	25,923,219,835	100%	34,857,230,535

- (a) Exemptions are evenly divided between regular homesteads, homestead property of person 65 years or older, veteran, abatements, charitable organizations, agriculture, and pollution control.
- (b) Net of exemptions.

GENERAL FUND REVENUES & TRANSFERS

LAST TEN FISCAL YEARS

Fiscal Year	Adjusted Budget	Actual
2013	\$ 111,504,653	\$ 117,560,491
2014	114,209,840	118,381,543
2015	112,399,235	116,326,116
2016	113,455,177	115,827,182
2017	110,906,958	113,123,519
2018	114,110,807	124,545,505
2019	119,007,589	129,940,900
2020	123,540,366	131,514,349
2021	123,274,642	133,381,810
2022	130,251,466	131,503,413 *

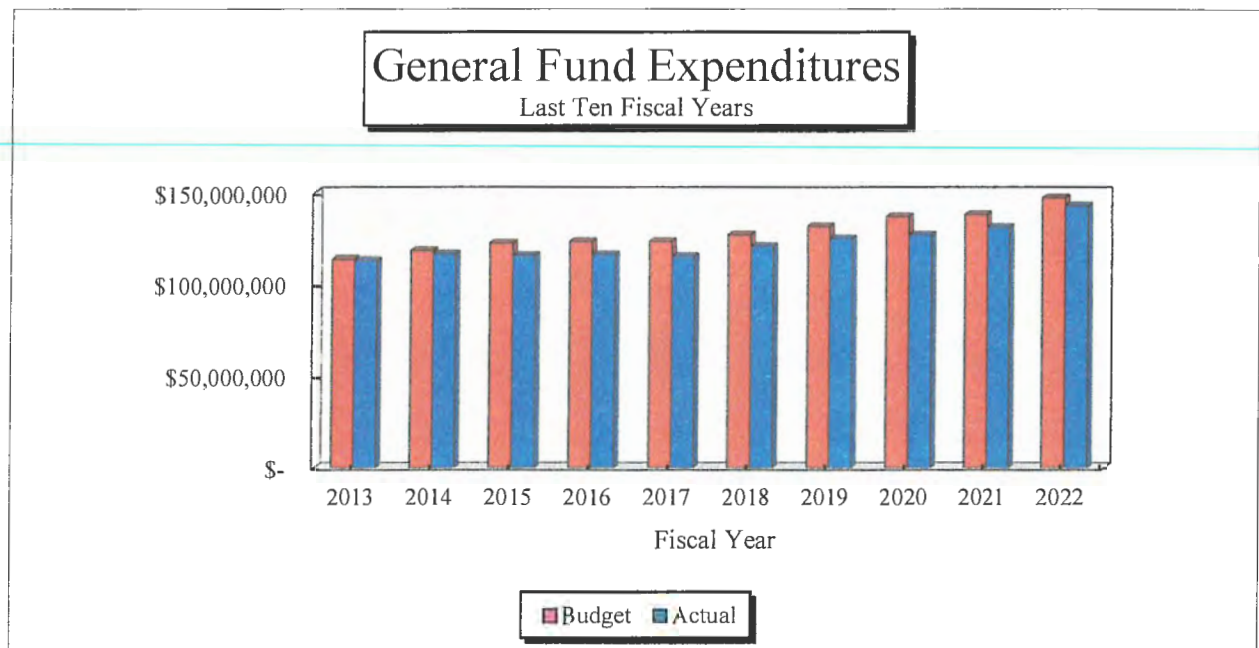


* Estimate for current year.

GENERAL FUND EXPENDITURES & TRANSFERS

LAST TEN FISCAL YEARS

Fiscal Year	Adjusted Budget	Actual
2013	\$ 113,800,000	\$ 113,163,205
2014	118,522,516	116,658,252
2015	122,481,618	115,709,659
2016	123,408,154	116,198,012
2017	123,384,980	115,155,856
2018	127,033,326	120,727,104
2019	131,666,480	125,025,840
2020	137,034,870	126,955,786
2021	138,212,956	131,188,268
2022	147,060,513	142,749,700 *



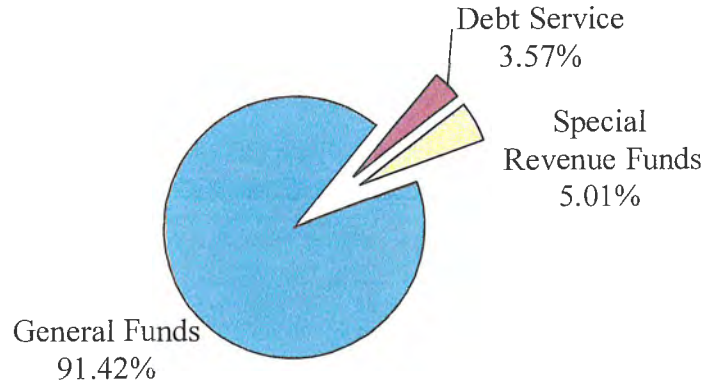
* Estimate for current year.

JEFFERSON COUNTY, TEXAS
ALL FUNDS SUMMARY

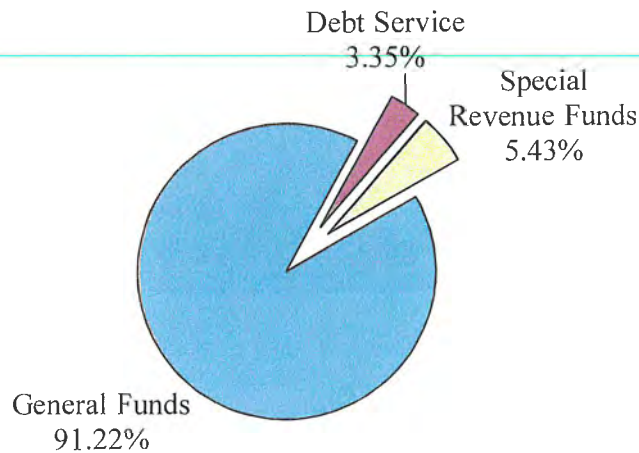
	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
REVENUES			
Property Taxes	\$ 88,722,128	\$ 91,711,858	\$ 101,866,087
Sales Taxes	35,960,535	32,348,376	31,175,000
Fees	10,809,424	11,205,159	10,375,818
Licenses	805,528	479,432	434,000
Sales, Rentals & Services	2,723,308	1,825,473	1,901,700
Intergovernmental	4,274,185	4,813,092	4,586,736
Fines & Forfeitures	1,690,112	1,696,746	1,630,000
Interest	187,632	342,800	865,896
Miscellaneous	34,942	34,949	30,000
Contributions	<u>125</u>	<u>240</u>	<u>4,000</u>
Total Revenues	\$ <u>145,207,919</u>	\$ <u>144,458,125</u>	\$ <u>152,869,237</u>
OTHER SOURCES			
Capital Lease Obligations	\$ 457,860	\$ -	\$ -
Transfers In	<u>645,294</u>	<u>654,170</u>	<u>663,767</u>
Total Other Sources	\$ <u>1,103,154</u>	\$ <u>654,170</u>	\$ <u>663,767</u>
Total Revenues & Other Sources	\$ <u>146,311,073</u>	\$ <u>145,112,295</u>	\$ <u>153,533,004</u>
EXPENDITURES			
General Government	\$ 26,206,287	\$ 28,157,851	\$ 30,940,164
Judicial & Law Enforcement	80,731,585	87,491,982	96,184,017
Education & Recreation	1,161,501	1,388,727	1,665,938
Health & Welfare	10,382,653	10,845,708	12,318,583
Maintenance - Equipment & Structures	12,613,063	14,219,967	16,057,086
Capital Outlay	3,187,795	5,029,117	3,695,222
Debt Service -			
Principal	4,270,000	4,515,000	4,745,000
Interest and Commission	1,404,350	1,190,850	965,100
Transaction Fees	<u>3,550</u>	<u>3,550</u>	<u>5,000</u>
Total Expenditures	\$ <u>139,960,784</u>	\$ <u>152,842,752</u>	\$ <u>166,576,110</u>
OTHER USES			
Transfers Out	\$ 2,733,072	\$ 3,073,425	\$ 2,994,914
Contingency Appropriation	<u>-</u>	<u>-</u>	<u>900,000</u>
Total Other Uses	\$ <u>2,733,072</u>	\$ <u>3,073,425</u>	\$ <u>3,894,914</u>
Total Appropriations	\$ <u>142,693,856</u>	\$ <u>155,916,177</u>	\$ <u>170,471,024</u>
BEGINNING FUND BALANCE	\$ <u>69,952,348</u>	\$ <u>73,569,565</u>	\$ <u>62,765,683</u>
ENDING FUND BALANCE	\$ 73,569,565	\$ 62,765,683	\$ 45,827,663
RESERVED FUND BALANCE	<u>1,672,277</u>	<u>1,658,639</u>	<u>1,431,138</u>
ENDING AVAILABLE FUND BALANCE	\$ <u><u>71,897,288</u></u>	\$ <u><u>61,107,044</u></u>	\$ <u><u>44,396,525</u></u>

JEFFERSON COUNTY, TEXAS
ALL FUNDS SUMMARY

FY 2023 - Revenues and Other Sources



FY 2023 - Expenditures and Other Uses





GENERAL FUND

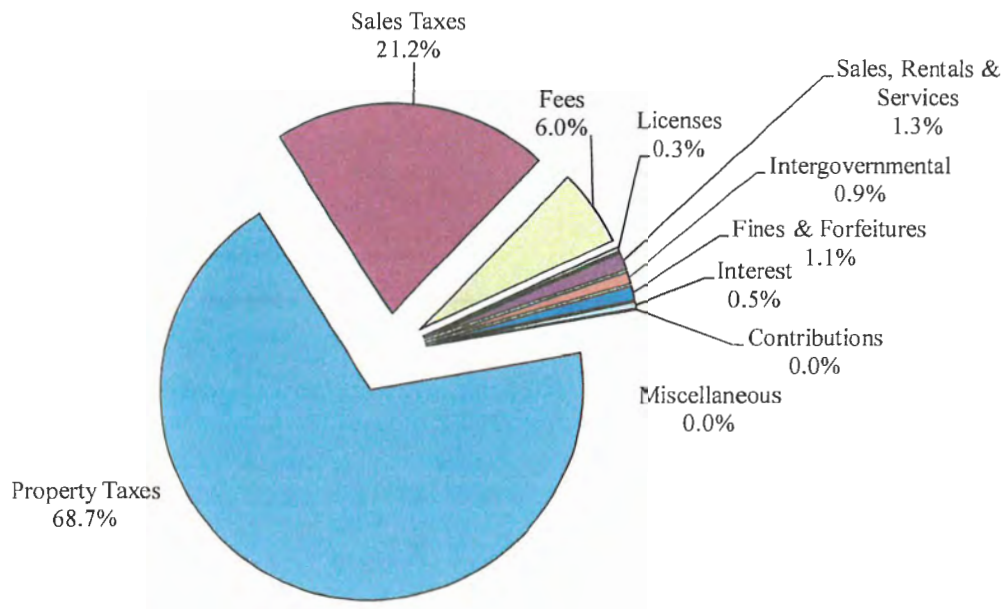
GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
REVENUES			
Property Taxes	\$ 82,820,021	\$ 86,025,096	\$ 96,399,088
Sales Taxes	34,376,944	30,802,272	29,700,000
Fees	9,086,877	9,132,115	8,358,970
Licenses	805,528	479,432	434,000
Sales, Rentals & Services	2,637,197	1,771,500	1,875,200
Intergovernmental	1,453,346	1,503,058	1,311,000
Fines & Forfeitures	1,557,804	1,450,606	1,500,000
Interest	155,066	308,050	746,200
Miscellaneous	31,042	31,044	30,000
Contributions	125	240	100
Total Revenues	<u>\$ 132,923,950</u>	<u>\$ 131,503,413</u>	<u>\$ 140,354,558</u>
OTHER SOURCES			
Capital Lease Obligations	<u>\$ 457,860</u>	<u>\$ -</u>	<u>\$ -</u>
Total Other Sources	<u>\$ 457,860</u>	<u>\$ -</u>	<u>\$ -</u>
Total Revenues & Other Sources	<u>\$ 133,381,810</u>	<u>\$ 131,503,413</u>	<u>\$ 140,354,558</u>
EXPENDITURES			
General Government	\$ 25,931,863	\$ 27,603,460	\$ 30,275,031
Judicial & Law Enforcement	76,925,274	83,432,651	90,892,495
Education & Recreation	357,110	362,373	473,330
Health & Welfare	10,382,653	10,845,708	12,318,583
Maintenance - Equipment & Structures	12,570,635	14,149,153	15,879,740
Capital Outlay	<u>2,417,514</u>	<u>3,606,474</u>	<u>1,782,122</u>
Total Expenditures	<u>\$ 128,585,049</u>	<u>\$ 139,999,819</u>	<u>\$ 151,621,301</u>
OTHER USES			
Transfers Out	\$ 2,603,219	\$ 2,749,881	\$ 2,974,914
Contingency Appropriation	<u>-</u>	<u>-</u>	<u>900,000</u>
Total Other Uses	<u>\$ 2,603,219</u>	<u>\$ 2,749,881</u>	<u>\$ 3,874,914</u>
Total Appropriations	<u>\$ 131,188,268</u>	<u>\$ 142,749,700</u>	<u>\$ 155,496,215</u>
BEGINNING FUND BALANCE	<u>\$ 58,769,714</u>	<u>\$ 60,963,256</u>	<u>\$ 49,716,969</u>
ENDING FUND BALANCE	<u>\$ 60,963,256</u>	<u>\$ 49,716,969</u>	<u>\$ 34,575,312</u>
RESERVED FUND BALANCE	<u>1,237,726</u>	<u>1,237,726</u>	<u>1,237,726</u>
ENDING AVAILABLE FUND BALANCE	<u><u>\$ 59,725,530</u></u>	<u><u>\$ 48,479,243</u></u>	<u><u>\$ 33,337,586</u></u>

**GENERAL FUND
SUMMARY OF REVENUES**

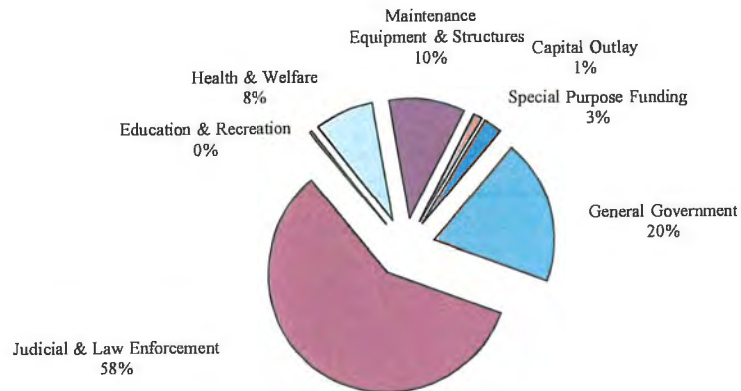
REVENUES	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Property Taxes	\$ 82,820,021	\$ 86,025,096	\$ 96,399,088
Sales Taxes	34,376,944	30,802,272	29,700,000
Fees	9,086,877	9,132,115	8,358,970
Licenses	805,528	479,432	434,000
Sales, Rentals & Services	2,637,197	1,771,500	1,875,200
Intergovernmental	1,453,346	1,503,058	1,311,000
Fines & Forfeitures	1,557,804	1,450,606	1,500,000
Interest	155,066	308,050	746,200
Miscellaneous	31,042	31,044	30,000
Contributions	125	240	100
Total	\$ 132,923,950	\$ 131,503,413	\$ 140,354,558

Approved 2022-2023

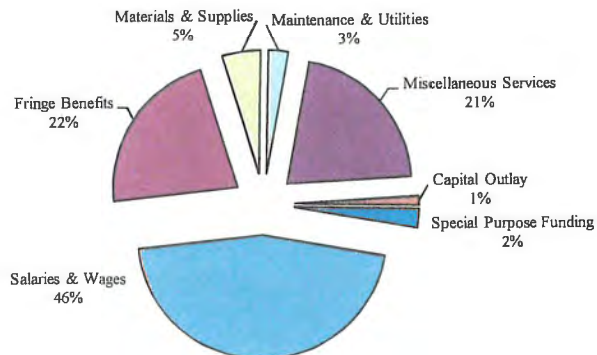


GENERAL FUND SUMMARY OF EXPENDITURES

<u>Department</u>	<u>APPROVED 2022-2023 BUDGET</u>	<u>% OF TOTAL</u>
General Government	\$ 30,275,031	19.48%
Judicial & Law Enforcement	90,892,495	58.45%
Education & Recreation	473,330	0.30%
Health & Welfare	12,318,583	7.92%
Maintenance - Equipment Structures	15,879,740	10.21%
Capital Outlay	1,782,122	1.15%
Special Purpose Funding	3,874,914	2.49%
Total	<u>\$ 155,496,215</u>	<u>100.00%</u>



<u>Category</u>	<u>APPROVED 2022-2023 BUDGET</u>	<u>% OF TOTAL</u>
Salaries & Wages	\$ 70,819,612	45.54%
Fringe Benefits	34,031,331	21.89%
Materials & Supplies	7,790,795	5.01%
Maintenance & Utilities	4,040,364	2.60%
Miscellaneous Services	33,157,077	21.32%
Capital Outlay	1,782,122	1.15%
Special Purpose Funding	3,874,914	2.49%
Total	<u>\$ 155,496,215</u>	<u>100.00%</u>



GENERAL FUND
SUMMARY OF EXPENDITURES BY DIVISION

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>Department / Division</u>			
General Government			
Tax Assessor-Collector	\$ 3,996,690	\$ 4,116,290	\$ 4,718,125
Human Resources	454,824	482,879	544,786
County Auditor	1,584,434	1,660,023	1,796,059
County Clerk	2,104,877	2,211,677	2,632,690
County Judge	872,725	958,413	1,077,634
Risk Management	285,956	278,744	327,343
County Treasurer	408,865	425,174	453,516
Printing	139,411	146,760	166,425
Purchasing Agent	609,549	628,000	673,017
General Services	12,478,010	13,009,937	14,132,837
Management Information Systems	1,985,346	2,136,910	2,307,149
Voters Registration Department	102,959	178,769	168,425
Elections Department	592,931	1,031,307	904,162
Veterans Services	315,286	338,577	372,863
	<u>\$ 25,931,863</u>	<u>\$ 27,603,460</u>	<u>\$ 30,275,031</u>
Total General Government	\$ 25,931,863	\$ 27,603,460	\$ 30,275,031
Judicial & Law Enforcement			
District Attorney	\$ 6,751,538	\$ 7,510,977	\$ 8,145,644
District Clerk	2,108,188	2,199,829	2,357,677
District Courts	4,933,401	5,445,807	5,902,488
Jury	290,085	429,354	500,212
Justice of the Peace	2,665,571	2,763,050	3,142,185
County Courts at Law	1,942,782	2,088,399	2,190,988
Court Master	322,995	429,023	763,334
Dispute Resolution Center	233,406	268,764	327,113
Community Supervision	9,604	9,604	15,390
Sheriff	14,257,779	15,245,880	17,004,401
Crime Laboratory	1,354,871	1,395,447	1,743,692
Jail	34,221,497	37,176,298	38,975,289
Juvenile Probation	1,349,316	1,512,040	1,861,455
Juvenile Detention Home	1,913,717	2,101,571	2,566,321
Constables	3,336,428	3,429,039	3,796,306
County Morgue	1,234,096	1,427,569	1,600,000
	<u>\$ 76,925,274</u>	<u>\$ 83,432,651</u>	<u>\$ 90,892,495</u>
Total Judicial & Law Enforcement	\$ 76,925,274	\$ 83,432,651	\$ 90,892,495
Education & Recreation			
Agricultural Extension Service	\$ 357,110	\$ 362,373	\$ 473,330
	<u>\$ 357,110</u>	<u>\$ 362,373</u>	<u>\$ 473,330</u>
Total Education & Recreation	\$ 357,110	\$ 362,373	\$ 473,330

GENERAL FUND
SUMMARY OF EXPENDITURES BY DIVISION

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>Department / Division</u>			
Health & Welfare			
Health & Welfare Unit 1	\$ 1,315,863	\$ 1,358,790	\$ 1,570,446
Health & Welfare Unit 2	1,250,577	1,256,120	1,398,373
Nurse Practitioner	339,574	357,037	383,685
Child Welfare	112,562	107,362	120,000
Environmental Control	367,859	369,987	475,366
Indigent Medical Service	4,751,247	4,955,124	5,175,888
Mosquito Control	1,826,396	2,013,254	2,702,674
Emergency Management	218,575	228,034	272,151
Tobacco Settlement	200,000	200,000	220,000
	<u>10,382,653</u>	<u>10,845,708</u>	<u>12,318,583</u>
Total Health & Welfare	\$ 10,382,653	\$ 10,845,708	\$ 12,318,583
Maintenance - Equipment & Structures			
Courthouse & Annexes	\$ 2,441,377	\$ 2,670,588	\$ 3,059,227
Port Arthur Buildings	805,693	847,615	951,134
Mid-County Buildings	237,809	248,944	257,015
Road & Bridge Pct. #1	1,496,481	1,878,331	2,056,965
Road & Bridge Pct. #2	1,628,687	1,779,499	2,031,152
Road & Bridge Pct. #3	1,867,810	1,976,283	2,283,955
Road & Bridge Pct. #4	1,832,485	1,997,793	2,345,739
Engineering	1,008,665	911,934	1,043,671
Parks & Recreation	142,194	184,012	227,068
GIS	-	216,377	234,325
Service Center	1,109,434	1,437,777	1,389,489
	<u>12,570,635</u>	<u>14,149,153</u>	<u>15,879,740</u>
Total Maintenance - Equipment & Structures	\$ 12,570,635	\$ 14,149,153	\$ 15,879,740
Capital Outlay	<u>\$ 2,417,514</u>	<u>\$ 3,606,474</u>	<u>\$ 1,782,122</u>
Special Purpose Funding			
Contingency Appropriation	\$ -	\$ -	\$ 900,000
Transfers Out	2,603,219	2,749,881	2,974,914
	<u>2,603,219</u>	<u>2,749,881</u>	<u>3,874,914</u>
Total Special Purpose Funding	\$ 2,603,219	\$ 2,749,881	\$ 3,874,914
Total General Fund Expenditures	<u>\$ 131,188,268</u>	<u>\$ 142,749,700</u>	<u>\$ 155,496,215</u>

GENERAL GOVERNMENT

General Government includes the Tax Assessor-Collector, Human Resources, County Auditor, County Clerk, County Judge, Risk Management, County Treasurer, Printing, Purchasing Agent, General Services, Management Information Systems, Voters Registration Department, Elections Department, and Veterans Services.

Tax Assessor Collector – main duties are to assess and collect property taxes; to issue certificates of title and license plates for motor vehicles and trailers. Elected for a four-year term by the voters of the County.

Human Resources – main duties are to provide staff support services for personnel administration. The personnel administration function includes obtaining qualified applicants to fill various job vacancies, maintaining equitable and competitive compensation practices, providing consultation to all departments on personnel related issues, reviewing and/or resolving employee concerns, grievance and appeals, ensuring compliance with federal and state laws, and developing/interpreting policy.

County Auditor – main duties are to act as the chief financial officer of the County; responsible for substantially all County finance and accounting control functions. Such functions include auditing, accounting systems design, financial planning, financial relations, and payroll.

County Clerk – main duties are to serve as clerk for both Commissioners' Court and County Courts; responsible for filing, indexing, and recording all legal instruments affecting real property titles; recording security instruments, births and deaths, and issuing marriage licenses. Elected for a four-year term by the voters of the County.

County Judge – main duties are: presiding officer of the Commissioners' Court; judge of the Probate Court; handles hearings on admittance to state hospital for the mentally ill and mentally challenged; and is head of civil defense and disaster relief. Elected for a four-year term by the voters of the County.

Risk Management – provides staff support services for benefits and risk administration. The benefits function includes administering the health and dental plan for the County, workers' compensation program, safety program, and retirement program.

County Treasurer – duties include receiving all money collected by the County, investing County revenue, paying and applying County funds as directed by the Commissioners' Court, and signing all County checks. Elected for a four-year term by the voters of the County.

Printing – provides support in the printing of all stationery, court dockets, Comprehensive Annual Financial Report, and the Annual Budget of the County.

Purchasing Agent – responsible for the procurement of goods, materials, and services for all departments and offices of the County. The department recommends award of bids to Commissioners' Court and administers bids and various contracts. The Purchasing Agent is also in charge of reviewing all requisitions, making proper buying decisions and processing purchase orders for same.

General Services – provides accounting control for expenditures of the County that are not allocated to specific departments.

Management Information Systems (M.I.S.) – provides all County departments with computer based systems support. This includes analysis of manual and automated procedures and the feasibility of implementing data and word processing systems. M.I.S. is also the interface between departments and users in the operation of systems. The department is responsible for the ongoing evolution of Countywide data systems.

Voters Registration Department – provides accounting for expenditures associated with the Tax Assessor Collector's responsibility to issue voter registration applications and certificates; and to compile election poll lists.

Elections Department – provides accounting for expenditures associated with the County Clerk's duties to provide general supervisory authority over all elections held within the County.

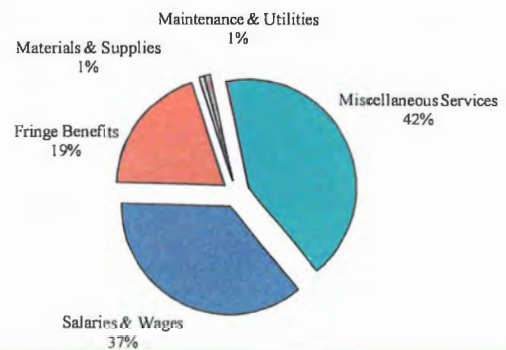
Veterans Services Office – develops and submits claims for benefits to the Department of Veterans Affairs for disability compensation, pension, death pension, medical benefits, burial benefits, insurance, education, home loans, records requests, and various benefits through other government agencies.

**GENERAL GOVERNMENT
DEPARTMENT SUMMARY**

	<u>ACTUAL 2020-2021</u>	<u>ESTIMATED 2021-2022</u>	<u>APPROVED 2022-2023</u>
<u>DEPARTMENTS</u>			
Tax Assessor-Collector	\$ 3,996,690	\$ 4,116,290	\$ 4,718,125
Human Resources	454,824	482,879	544,786
County Auditor	1,584,434	1,660,023	1,796,059
County Clerk	2,104,877	2,211,677	2,632,690
County Judge	872,725	958,413	1,077,634
Risk Management	285,956	278,744	327,343
County Treasurer	408,865	425,174	453,516
Printing	139,411	146,760	166,425
Purchasing Agent	609,549	628,000	673,017
General Services	12,478,010	13,009,937	14,132,837
Management Information Systems	1,985,346	2,136,910	2,307,149
Voters Registration Department	102,959	178,769	168,425
Elections Department	592,931	1,031,307	904,162
Veterans Services	315,286	338,577	372,863
Total	<u>\$ 25,931,863</u>	<u>\$ 27,603,460</u>	<u>\$ 30,275,031</u>

APPROPRIATIONS CATEGORY

Salaries & Wages	\$ 11,067,887
Fringe Benefits	5,885,282
Materials & Supplies	248,345
Maintenance & Utilities	238,345
Miscellaneous Services	12,835,172
Total	<u>\$ 30,275,031</u>



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Tax Assessor-Collector	1	54	-	-	-	-	-	55
Human Resources	-	4	-	-	-	-	-	4
County Auditor	-	15	-	-	-	-	-	15
County Clerk	1	30	-	-	-	-	-	31
County Judge	1	6	-	-	-	-	1	8
Risk Management	-	3	-	-	-	-	-	3
County Treasurer	1	3	-	-	-	-	-	4
Printing	-	-	-	1	-	-	-	1
Purchasing Agent	-	6	-	-	-	-	-	6
General Services	4	-	-	-	-	-	-	4
Management Information Systems	-	19	-	-	-	-	-	19
Voters Registration Department	-	1	-	-	-	-	-	1
Elections Department	-	5	-	-	-	-	-	5
Veterans Services	-	2	-	-	-	2	-	4
Total	8	148	-	1	-	2	1	160

**GENERAL GOVERNMENT
DIVISION SUMMARY**

	<u>ACTUAL 2020-2021</u>	<u>ESTIMATED 2021-2022</u>	<u>APPROVED 2022-2023</u>
<u>Tax Assessor-Collector</u>			
Salaries & Wages	\$ 2,511,303	\$ 2,567,711	\$ 2,937,569
Fringe Benefits	1,309,771	1,326,800	1,536,458
Materials & Supplies	40,611	45,674	45,100
Maintenance & Utilities	84,502	96,627	110,753
Miscellaneous Services	50,503	79,478	88,245
Total	<u>\$ 3,996,690</u>	<u>\$ 4,116,290</u>	<u>\$ 4,718,125</u>
<u>Human Resources</u>			
Salaries & Wages	\$ 286,953	\$ 302,712	\$ 337,761
Fringe Benefits	138,219	147,180	161,725
Materials & Supplies	2,771	2,544	3,384
Maintenance & Utilities	245	346	1,000
Miscellaneous Services	26,636	30,097	40,916
Total	<u>\$ 454,824</u>	<u>\$ 482,879</u>	<u>\$ 544,786</u>
<u>County Auditor</u>			
Salaries & Wages	\$ 1,048,074	\$ 1,093,116	\$ 1,172,627
Fringe Benefits	461,649	483,348	531,557
Materials & Supplies	6,810	7,506	10,175
Maintenance & Utilities	2,434	2,522	2,800
Miscellaneous Services	65,467	73,531	78,900
Total	<u>\$ 1,584,434</u>	<u>\$ 1,660,023</u>	<u>\$ 1,796,059</u>
<u>County Clerk</u>			
Salaries & Wages	\$ 1,377,030	\$ 1,439,700	\$ 1,698,298
Fringe Benefits	689,167	723,132	875,360
Materials & Supplies	11,955	13,957	17,095
Maintenance & Utilities	14,579	15,225	18,500
Miscellaneous Services	12,146	19,663	23,437
Total	<u>\$ 2,104,877</u>	<u>\$ 2,211,677</u>	<u>\$ 2,632,690</u>
<u>County Judge</u>			
Salaries & Wages	\$ 568,745	\$ 589,089	\$ 666,427
Fringe Benefits	276,526	299,112	332,586
Materials & Supplies	4,504	5,114	5,171
Maintenance & Utilities	558	832	1,150
Miscellaneous Services	22,392	64,266	72,300
Total	<u>\$ 872,725</u>	<u>\$ 958,413</u>	<u>\$ 1,077,634</u>
<u>Risk Management</u>			
Salaries & Wages	\$ 195,104	\$ 187,300	\$ 210,830
Fringe Benefits	86,156	83,752	102,013
Materials & Supplies	1,276	1,522	2,840
Maintenance & Utilities	892	1,437	2,500
Miscellaneous Services	2,528	4,733	9,160
Total	<u>\$ 285,956</u>	<u>\$ 278,744</u>	<u>\$ 327,343</u>

**GENERAL GOVERNMENT
DIVISION SUMMARY**

	<u>ACTUAL 2020-2021</u>	<u>ESTIMATED 2021-2022</u>	<u>APPROVED 2022-2023</u>
<u>County Treasurer</u>			
Salaries & Wages	\$ 263,923	\$ 272,856	\$ 287,108
Fringe Benefits	132,291	136,536	144,923
Materials & Supplies	3,274	3,637	3,650
Maintenance & Utilities	5,023	6,186	10,000
Miscellaneous Services	4,354	5,959	7,835
Total	<u>\$ 408,865</u>	<u>\$ 425,174</u>	<u>\$ 453,516</u>
<u>Printing</u>			
Salaries & Wages	\$ 60,005	\$ 62,196	\$ 71,705
Fringe Benefits	32,387	33,528	37,720
Materials & Supplies	31,072	35,000	37,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	15,947	16,036	20,000
Total	<u>\$ 139,411</u>	<u>\$ 146,760</u>	<u>\$ 166,425</u>
<u>Purchasing Agent</u>			
Salaries & Wages	\$ 380,412	\$ 400,380	\$ 421,577
Fringe Benefits	185,727	188,880	209,145
Materials & Supplies	2,872	2,413	3,150
Maintenance & Utilities	2,420	1,627	1,600
Miscellaneous Services	38,118	34,700	37,545
Total	<u>\$ 609,549</u>	<u>\$ 628,000</u>	<u>\$ 673,017</u>
<u>General Services</u>			
Salaries & Wages	\$ 1,405,910	\$ 1,034,220	\$ 1,103,400
Fringe Benefits	1,035,575	904,864	919,051
Materials & Supplies	40,762	50,000	60,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	9,995,763	11,020,853	12,050,386
Total	<u>\$ 12,478,010</u>	<u>\$ 13,009,937</u>	<u>\$ 14,132,837</u>
<u>Management Information Systems</u>			
Salaries & Wages	\$ 1,292,592	\$ 1,387,884	\$ 1,506,464
Fringe Benefits	595,631	640,356	699,979
Materials & Supplies	26,214	28,856	30,780
Maintenance & Utilities	59,732	55,700	51,292
Miscellaneous Services	11,177	24,114	18,634
Total	<u>\$ 1,985,346</u>	<u>\$ 2,136,910</u>	<u>\$ 2,307,149</u>
<u>Voters Registration Department</u>			
Salaries & Wages	\$ 53,412	\$ 57,312	\$ 66,974
Fringe Benefits	30,548	32,112	36,399
Materials & Supplies	4,869	12,286	15,500
Maintenance & Utilities	13,758	25,000	22,500
Miscellaneous Services	372	52,059	27,052
Total	<u>\$ 102,959</u>	<u>\$ 178,769</u>	<u>\$ 168,425</u>

**GENERAL GOVERNMENT
DIVISION SUMMARY**

	<u>ACTUAL 2020-2021</u>	<u>ESTIMATED 2021-2022</u>	<u>APPROVED 2022-2023</u>
<u>Elections Department</u>			
Salaries & Wages	\$ 266,327	\$ 323,040	\$ 365,647
Fringe Benefits	125,781	150,720	161,310
Materials & Supplies	8,192	13,000	10,250
Maintenance & Utilities	6,268	10,000	15,000
Miscellaneous Services	186,363	534,547	351,955
Total	<u>\$ 592,931</u>	<u>\$ 1,031,307</u>	<u>\$ 904,162</u>
<u>Veterans Services</u>			
Salaries & Wages	\$ 202,289	\$ 208,548	\$ 221,500
Fringe Benefits	109,274	117,804	137,056
Materials & Supplies	1,282	3,606	4,250
Maintenance & Utilities	509	545	1,250
Miscellaneous Services	1,932	8,074	8,807
Total	<u>\$ 315,286</u>	<u>\$ 338,577</u>	<u>\$ 372,863</u>

JUDICIAL & LAW ENFORCEMENT

Judicial & Law Enforcement includes District Attorney, District Clerk, District Courts, Jury, Justices of the Peace, County Courts at Law, Court Master, Dispute Resolution Center, Community Supervision, Sheriff, Crime Laboratory, Jail, Juvenile Correctional Probation, Juvenile Detention Home, Constables, and County Morgue.

District Attorney – responsible for the prosecution of felony and misdemeanor criminal cases in the County; serves as legal advisor to Commissioners' Court and other County officials. Elected for a four-year term by the voters of the County.

District Clerk – duties revolve around the District Courts; specifically serves as legal record keeper for all documents filed in District Courts. Elected for a four-year term by the voters of the County.

District Courts – serve as trial courts of general jurisdiction of Texas. The geographical area served by each court is established by the Legislature, but each County must be served by at least one District Court. District Courts have original jurisdiction in all felony criminal cases, divorce cases, cases involving title to land, election contest cases, civil matters in which the amount in controversy (the amount of money or damages involved) is \$200 or more, and any matters in which jurisdiction is not placed in another trial court. There are eight District Courts in Jefferson County: Criminal, 58th, 60th, 136th, 172nd, 252nd, 279th, and the 317th. Elected for a four-year term by the voters of the County.

Jury – department responsible for expenditures related to selection of the petit and grand juries seated in Jefferson County.

Justice of the Peace – presiding officer over the Justice and Small Claims Court; courts have original jurisdiction in Class C misdemeanor criminal cases, which are less serious minor offenses; courts have jurisdiction over minor civil matters; may issue search or arrest warrants; serve as the coroner in Jefferson County. There are seven Justice of the Peace Courts in Jefferson County. Justices of the Peace are elected for a four-year term by the voters of the County.

County Courts at Law – legal jurisdiction varies considerably and is established by statute, which creates the particular court. The jurisdiction of statutorily created County Courts at Law is concurrent with the jurisdiction of the County and District Courts in the County. There are three County Courts at Law in Jefferson County. Judges are elected for a four-year term by the voters of the County.

Court Master – is allocated all expenditures associated with the Drug Impact Court of Jefferson County.

Dispute Resolution Center – responsible for working with individuals, families, community groups, government agencies, and businesses to assist them in resolving conflict. Through the use of constructive means like mediation and facilitation, the Center has helped in thousands of matters to prevent the need for costly litigation, or escalation to the point of violence.

Sheriff's Office – diversified in its responsibilities by statute. The Sheriff provides security for the Courthouse. The Sheriff is responsible for prisoner transportation. Civil Warrants, Writs of Execution, Levies on and Posting of Property, and the sale of Real Property after foreclosure proceedings are functions which most people associate with the Office of the Sheriff. The Sheriff also oversees the following: The **Crime Lab** is allocated all expenditures associated with the examination of crime scene evidence in Jefferson County. The **Jail** is allocated all expenditures associated with the operation of the Jefferson County Correctional Facility. Elected for a four-year term by the voters of the County.

Community Supervision – represents maintenance and equipment expenditures mandated by the state to be provided to the Adult Probation Department.

Juvenile Probation and Juvenile Detention Home – represents all operating expenditures for the Jefferson County Juvenile Probation Department and Detention Facility.

Constables – are constitutionally authorized peace officers elected by precinct. While they may perform patrol functions and make criminal investigations, the main duty of most Constables is to serve as executive officer of the Justice of the Peace Courts. Constables serve subpoenas and other papers. Elected for a four-year term by the voters of the County.

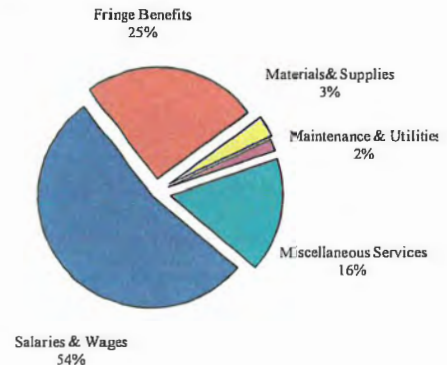
County Morgue – responsible for costs of laboratory and pathological services (autopsies) in Jefferson County.

**JUDICIAL & LAW ENFORCEMENT
DEPARTMENT SUMMARY**

	<u>ACTUAL 2020-2021</u>	<u>ESTIMATED 2021-2022</u>	<u>APPROVED 2022-2023</u>
<u>DEPARTMENTS</u>			
District Attorney	\$ 6,751,538	\$ 7,510,977	\$ 8,145,644
District Clerk	2,108,188	2,199,829	2,357,677
District Courts	4,933,401	5,445,807	5,902,488
Jury	290,085	429,354	500,212
Justice of the Peace	2,665,571	2,763,050	3,142,185
County Courts at Law	1,942,782	2,088,399	2,190,988
Court Master	322,995	429,023	763,334
Dispute Resolution Center	233,406	268,764	327,113
Juvenile Alternative School	-	-	-
Community Supervision	9,604	9,604	15,390
Sheriff	14,257,779	15,245,880	17,004,401
Crime Laboratory	1,354,871	1,395,447	1,743,692
Jail	34,221,497	37,176,298	38,975,289
Juvenile Probation	1,349,316	1,512,040	1,861,455
Juvenile Detention Home	1,913,717	2,101,571	2,566,321
Constables	3,336,428	3,429,039	3,796,306
County Morgue	1,234,096	1,427,569	1,600,000
Total	\$ 76,925,274	\$ 83,432,651	\$ 90,892,495

APPROPRIATIONS CATEGORY

	<u>APPROVED 2022-2023</u>
Salaries & Wages	\$ 48,613,236
Fringe Benefits	22,886,396
Materials & Supplies	2,876,280
Maintenance & Utilities	1,596,182
Miscellaneous Services	14,920,401
Total	\$ 90,892,495



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Unclassified or Contract	TOTAL
District Attorney	1	24	-	-	-	-	36	61
District Clerk	1	26	-	-	-	-	-	27
District Courts	8	18	-	-	-	1	10	37
Jury	-	1	-	-	-	-	1	2
Justice of the Peace	7	21	-	-	-	-	-	28
County Courts at Law	3	9	-	-	-	-	3	15
Court Master	-	3	-	-	-	-	2	5
Dispute Resolution Center	-	-	-	-	-	3	-	3
Sheriff	1	19	12	-	-	-	104	136
Crime Laboratory	-	-	11	-	-	-	-	11
Jail	-	11	2	6	-	-	240	259
Juvenile Probation	-	2	-	-	-	15	-	17
Juvenile Detention Home	-	1	19	-	-	1	-	21
Constables	6	8	-	-	-	-	14	28
County Morgue	-	-	-	-	-	-	-	-
Total	27	143	44	6	-	20	410	650

**JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>District Attorney</u>			
Salaries & Wages	\$ 4,582,098	\$ 5,038,077	\$ 5,449,523
Fringe Benefits	2,031,457	2,277,316	2,470,397
Materials & Supplies	36,579	44,139	48,852
Maintenance & Utilities	7,518	7,429	12,000
Miscellaneous Services	93,886	144,016	164,872
Total	<u>\$ 6,751,538</u>	<u>\$ 7,510,977</u>	<u>\$ 8,145,644</u>
<u>District Clerk</u>			
Salaries & Wages	\$ 1,379,378	\$ 1,435,908	\$ 1,533,174
Fringe Benefits	681,475	702,768	758,018
Materials & Supplies	23,536	31,900	25,365
Maintenance & Utilities	17,290	16,425	18,725
Miscellaneous Services	6,509	12,828	22,395
Total	<u>\$ 2,108,188</u>	<u>\$ 2,199,829</u>	<u>\$ 2,357,677</u>
<u>Criminal District Court</u>			
Salaries & Wages	\$ 525,861	\$ 544,302	\$ 586,977
Fringe Benefits	250,838	252,288	276,720
Materials & Supplies	3,303	2,693	7,785
Maintenance & Utilities	238	157	1,200
Miscellaneous Services	645,197	785,590	953,445
Total	<u>\$ 1,425,437</u>	<u>\$ 1,585,030</u>	<u>\$ 1,826,127</u>
<u>58th District Court</u>			
Salaries & Wages	\$ 211,632	\$ 218,208	\$ 237,916
Fringe Benefits	85,820	88,632	105,881
Materials & Supplies	836	3,008	2,000
Maintenance & Utilities	73	124	150
Miscellaneous Services	3,437	7,153	7,375
Total	<u>\$ 301,798</u>	<u>\$ 317,125</u>	<u>\$ 353,322</u>
<u>60th District Court</u>			
Salaries & Wages	\$ 217,459	\$ 224,160	\$ 237,691
Fringe Benefits	101,589	104,892	121,844
Materials & Supplies	1,698	1,797	2,250
Maintenance & Utilities	89	275	500
Miscellaneous Services	3,703	6,028	7,450
Total	<u>\$ 324,538</u>	<u>\$ 337,152</u>	<u>\$ 369,735</u>
<u>136th District Court</u>			
Salaries & Wages	\$ 211,152	\$ 222,804	\$ 236,489
Fringe Benefits	98,306	107,724	125,192
Materials & Supplies	4,344	4,922	1,000
Maintenance & Utilities	124	160	300
Miscellaneous Services	2,463	6,131	7,350
Total	<u>\$ 316,389</u>	<u>\$ 341,741</u>	<u>\$ 370,331</u>

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>172nd District Court</u>			
Salaries & Wages	\$ 216,639	\$ 220,020	\$ 236,715
Fringe Benefits	87,355	93,924	105,545
Materials & Supplies	1,884	4,561	2,631
Maintenance & Utilities	103	68	300
Miscellaneous Services	5,011	6,132	6,620
Total	<u>\$ 310,992</u>	<u>\$ 324,705</u>	<u>\$ 351,811</u>
<u>252nd District Court</u>			
Salaries & Wages	\$ 223,995	\$ 231,000	\$ 251,530
Fringe Benefits	109,486	113,520	123,060
Materials & Supplies	3,393	3,355	4,700
Maintenance & Utilities	1,995	2,038	3,000
Miscellaneous Services	687,307	870,269	994,687
Total	<u>\$ 1,026,176</u>	<u>\$ 1,220,182</u>	<u>\$ 1,376,977</u>
<u>279th District Court</u>			
Salaries & Wages	\$ 171,866	\$ 177,108	\$ 295,309
Fringe Benefits	92,020	89,220	141,617
Materials & Supplies	1,277	1,559	2,750
Maintenance & Utilities	23	123	250
Miscellaneous Services	204,575	233,399	221,450
Total	<u>\$ 469,761</u>	<u>\$ 501,409</u>	<u>\$ 661,376</u>
<u>317th District Court</u>			
Salaries & Wages	\$ 394,226	\$ 449,684	\$ 253,032
Fringe Benefits	154,648	177,684	119,972
Materials & Supplies	607	666	2,300
Maintenance & Utilities	5	6	650
Miscellaneous Services	208,824	190,423	216,855
Total	<u>\$ 758,310</u>	<u>\$ 818,463</u>	<u>\$ 592,809</u>
<u>Jury</u>			
Salaries & Wages	\$ 148,469	\$ 153,492	\$ 164,582
Fringe Benefits	67,957	70,308	75,630
Materials & Supplies	149	385	17,500
Maintenance & Utilities	-	-	-
Miscellaneous Services	73,510	205,169	242,500
Total	<u>\$ 290,085</u>	<u>\$ 429,354</u>	<u>\$ 500,212</u>
<u>J.P. Precinct No. 1 - Place No. 1</u>			
Salaries & Wages	\$ 258,232	\$ 249,420	\$ 292,779
Fringe Benefits	136,674	134,724	156,312
Materials & Supplies	5,065	3,021	4,325
Maintenance & Utilities	2,111	1,705	2,500
Miscellaneous Services	4,742	6,767	6,671
Total	<u>\$ 406,824</u>	<u>\$ 395,637</u>	<u>\$ 462,587</u>

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>J.P. Precinct No. 1 - Place No. 2</u>			
Salaries & Wages	\$ 263,563	\$ 273,984	\$ 291,723
Fringe Benefits	138,456	148,368	160,922
Materials & Supplies	2,843	2,397	3,100
Maintenance & Utilities	1,835	1,721	2,400
Miscellaneous Services	4,003	5,571	5,338
Total	<u>\$ 410,700</u>	<u>\$ 432,041</u>	<u>\$ 463,483</u>
<u>J.P. Precinct No. 2</u>			
Salaries & Wages	\$ 201,373	\$ 221,430	\$ 269,090
Fringe Benefits	93,425	103,452	131,238
Materials & Supplies	2,351	2,910	3,850
Maintenance & Utilities	1,789	1,774	2,000
Miscellaneous Services	345	3,784	6,000
Total	<u>\$ 299,283</u>	<u>\$ 333,350</u>	<u>\$ 412,178</u>
<u>J.P. Precinct No. 4</u>			
Salaries & Wages	\$ 251,441	\$ 263,760	\$ 294,449
Fringe Benefits	131,955	140,880	153,913
Materials & Supplies	2,165	2,243	3,300
Maintenance & Utilities	2,851	3,146	3,000
Miscellaneous Services	1,753	3,754	6,596
Total	<u>\$ 390,165</u>	<u>\$ 413,783</u>	<u>\$ 461,258</u>
<u>J.P. Precinct No. 6</u>			
Salaries & Wages	\$ 261,892	\$ 263,625	\$ 291,166
Fringe Benefits	131,402	123,840	145,198
Materials & Supplies	3,539	3,988	4,500
Maintenance & Utilities	1,450	1,607	3,100
Miscellaneous Services	3,944	7,062	6,085
Total	<u>\$ 402,227</u>	<u>\$ 400,122</u>	<u>\$ 450,049</u>
<u>J.P. Precinct No. 7</u>			
Salaries & Wages	\$ 259,129	\$ 269,152	\$ 293,954
Fringe Benefits	123,901	125,508	138,156
Materials & Supplies	3,395	2,873	4,600
Maintenance & Utilities	3,778	4,421	5,460
Miscellaneous Services	1,659	4,385	4,090
Total	<u>\$ 391,862</u>	<u>\$ 406,339</u>	<u>\$ 446,260</u>
<u>J.P. Precinct No. 8</u>			
Salaries & Wages	\$ 242,024	\$ 249,420	\$ 294,435
Fringe Benefits	113,046	117,412	138,274
Materials & Supplies	5,266	6,410	5,500
Maintenance & Utilities	1,447	2,146	1,500
Miscellaneous Services	2,727	6,390	6,661
Total	<u>\$ 364,510</u>	<u>\$ 381,778</u>	<u>\$ 446,370</u>

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>County Court at Law #1</u>			
Salaries & Wages	\$ 359,777	\$ 378,721	\$ 398,917
Fringe Benefits	155,079	164,388	175,006
Materials & Supplies	839	2,000	2,000
Maintenance & Utilities	136	215	500
Miscellaneous Services	4,695	9,385	7,875
Total	<u>\$ 520,526</u>	<u>\$ 554,709</u>	<u>\$ 584,298</u>
<u>County Court at Law #2</u>			
Salaries & Wages	\$ 369,806	\$ 382,032	\$ 431,065
Fringe Benefits	146,840	140,448	165,108
Materials & Supplies	2,991	4,925	3,750
Maintenance & Utilities	543	588	750
Miscellaneous Services	98,354	141,527	112,960
Total	<u>\$ 618,534</u>	<u>\$ 669,520</u>	<u>\$ 713,633</u>
<u>County Court at Law #3</u>			
Salaries & Wages	\$ 499,563	\$ 517,164	\$ 539,740
Fringe Benefits	218,053	228,648	243,703
Materials & Supplies	2,391	1,889	5,900
Maintenance & Utilities	550	506	750
Miscellaneous Services	83,165	115,963	102,964
Total	<u>\$ 803,722</u>	<u>\$ 864,170</u>	<u>\$ 893,057</u>
<u>Court Master</u>			
Salaries & Wages	\$ 175,991	\$ 225,804	\$ 410,982
Fringe Benefits	92,109	120,972	190,172
Materials & Supplies	1,344	1,439	3,750
Maintenance & Utilities	97	58	250
Miscellaneous Services	53,454	80,750	158,180
Total	<u>\$ 322,995</u>	<u>\$ 429,023</u>	<u>\$ 763,334</u>
<u>Dispute Resolution Center</u>			
Salaries & Wages	\$ 153,862	\$ 165,396	\$ 201,993
Fringe Benefits	64,810	79,068	103,184
Materials & Supplies	1,184	1,643	1,185
Maintenance & Utilities	217	232	500
Miscellaneous Services	13,333	22,425	20,251
Total	<u>\$ 233,406</u>	<u>\$ 268,764</u>	<u>\$ 327,113</u>

**JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL 2020-2021</u>	<u>ESTIMATED 2021-2022</u>	<u>APPROVED 2022-2023</u>
<u>Community Supervision</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	3,364	3,364	8,150
Maintenance & Utilities	-	-	1,000
Miscellaneous Services	6,240	6,240	6,240
Total	<u>\$ 9,604</u>	<u>\$ 9,604</u>	<u>\$ 15,390</u>
<u>Sheriff</u>			
Salaries & Wages	\$ 9,487,344	\$ 10,129,933	\$ 11,129,136
Fringe Benefits	4,325,870	4,573,619	5,162,714
Materials & Supplies	127,738	145,806	203,214
Maintenance & Utilities	55,301	82,128	122,900
Miscellaneous Services	261,526	314,394	386,437
Total	<u>\$ 14,257,779</u>	<u>\$ 15,245,880</u>	<u>\$ 17,004,401</u>
<u>Crime Laboratory</u>			
Salaries & Wages	\$ 859,951	\$ 872,237	\$ 1,086,116
Fringe Benefits	358,315	366,800	460,701
Materials & Supplies	54,781	54,025	71,600
Maintenance & Utilities	3,198	2,345	8,000
Miscellaneous Services	78,626	100,040	117,275
Total	<u>\$ 1,354,871</u>	<u>\$ 1,395,447</u>	<u>\$ 1,743,692</u>
<u>Jail</u>			
Salaries & Wages	\$ 16,635,499	\$ 18,088,054	\$ 17,758,661
Fringe Benefits	7,303,143	7,768,535	8,480,682
Materials & Supplies	1,687,746	1,702,684	2,231,210
Maintenance & Utilities	1,113,114	1,232,220	1,231,330
Miscellaneous Services	7,481,995	8,384,805	9,273,406
Total	<u>\$ 34,221,497</u>	<u>\$ 37,176,298</u>	<u>\$ 38,975,289</u>
<u>Juvenile Probation</u>			
Salaries & Wages	\$ 847,458	\$ 955,912	\$ 1,178,891
Fringe Benefits	475,624	480,788	575,402
Materials & Supplies	5,750	6,996	10,414
Maintenance & Utilities	1,518	2,143	4,267
Miscellaneous Services	18,966	66,201	92,481
Total	<u>\$ 1,349,316</u>	<u>\$ 1,512,040</u>	<u>\$ 1,861,455</u>
<u>Juvenile Detention Home</u>			
Salaries & Wages	\$ 1,059,651	\$ 1,160,564	\$ 1,467,040
Fringe Benefits	555,618	582,464	717,618
Materials & Supplies	99,140	108,981	119,543
Maintenance & Utilities	132,150	165,356	158,900
Miscellaneous Services	67,158	84,206	103,220
Total	<u>\$ 1,913,717</u>	<u>\$ 2,101,571</u>	<u>\$ 2,566,321</u>

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>Constable Precinct No. 1</u>			
Salaries & Wages	\$ 534,832	\$ 535,604	\$ 554,093
Fringe Benefits	248,640	244,956	273,657
Materials & Supplies	22,630	22,086	26,771
Maintenance & Utilities	2,575	2,332	3,000
Miscellaneous Services	9,626	11,946	12,490
Total	<u>\$ 818,303</u>	<u>\$ 816,924</u>	<u>\$ 870,011</u>
<u>Constable Precinct No. 2</u>			
Salaries & Wages	\$ 319,841	\$ 331,072	\$ 374,211
Fringe Benefits	147,415	141,728	172,040
Materials & Supplies	6,901	7,675	9,163
Maintenance & Utilities	185	500	650
Miscellaneous Services	7,620	7,288	6,002
Total	<u>\$ 481,962</u>	<u>\$ 488,263</u>	<u>\$ 562,066</u>
<u>Constable Precinct No. 4</u>			
Salaries & Wages	\$ 317,239	\$ 335,580	\$ 365,844
Fringe Benefits	138,613	145,524	168,055
Materials & Supplies	7,796	8,607	6,000
Maintenance & Utilities	508	506	1,000
Miscellaneous Services	4,705	8,254	8,446
Total	<u>\$ 468,861</u>	<u>\$ 498,471</u>	<u>\$ 549,345</u>
<u>Constable Precinct No. 6</u>			
Salaries & Wages	\$ 381,067	\$ 386,232	\$ 450,906
Fringe Benefits	163,750	168,780	204,126
Materials & Supplies	26,465	8,750	11,507
Maintenance & Utilities	816	936	2,250
Miscellaneous Services	7,078	11,914	11,643
Total	<u>\$ 579,176</u>	<u>\$ 576,612</u>	<u>\$ 680,432</u>
<u>Constable Precinct No. 7</u>			
Salaries & Wages	\$ 338,661	\$ 355,836	\$ 381,083
Fringe Benefits	158,271	163,944	175,994
Materials & Supplies	2,058	2,224	4,200
Maintenance & Utilities	750	870	1,100
Miscellaneous Services	2,662	3,998	6,169
Total	<u>\$ 502,402</u>	<u>\$ 526,872</u>	<u>\$ 568,546</u>
<u>Constable Precinct No. 8</u>			
Salaries & Wages	\$ 323,713	\$ 345,432	\$ 374,024
Fringe Benefits	146,297	154,932	170,345
Materials & Supplies	11,485	13,464	11,615
Maintenance & Utilities	715	1,915	2,000
Miscellaneous Services	3,514	6,154	7,922
Total	<u>\$ 485,724</u>	<u>\$ 521,897</u>	<u>\$ 565,906</u>

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>County Morgue</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,234,096	1,427,569	1,600,000
Total	\$ <u>1,234,096</u>	\$ <u>1,427,569</u>	\$ <u>1,600,000</u>

EDUCATION & RECREATION

Education and Recreation includes the Agricultural Extension Service of the County.

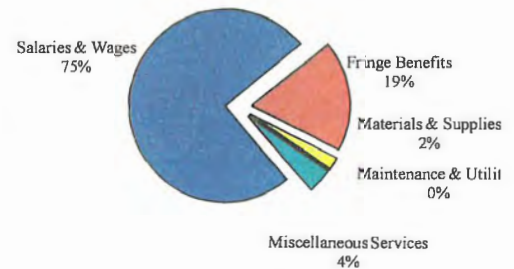
Agricultural Extension Service – County shares cost with Texas A&M University System to provide expert advice, assistance and training for a wide range of subjects under the four areas of family and consumer sciences, urban development, agriculture and natural resources, and 4-H and youth. Some of the subjects are horticulture, nutrition, health and wellness, agriculture awareness, pesticide management, parenting, money management, tourism, sustainable agriculture, youth development, waste management, preservation of nature, and water quality.

**EDUCATION & RECREATION
DEPARTMENT SUMMARY**

	<u>ACTUAL 2020-2021</u>	<u>ESTIMATED 2021-2022</u>	<u>APPROVED 2022-2023</u>
<u>DEPARTMENTS</u>			
Agricultural Extension Service	\$ 357,110	\$ 362,373	\$ 473,330
Total	\$ 357,110	\$ 362,373	\$ 473,330

APPROPRIATIONS CATEGORY

	<u>APPROVED 2022-2023</u>
Salaries & Wages	\$ 355,504
Fringe Benefits	87,483
Materials & Supplies	9,770
Maintenance & Utilities	500
Miscellaneous Services	20,073
Total	\$ 473,330



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Agricultural Extension Service	-	3	-	-	-	-	5	8
Total	-	3	-	-	-	-	5	8

**EDUCATION & RECREATION
DIVISION SUMMARY**

	<u>ACTUAL 2020-2021</u>	<u>ESTIMATED 2021-2022</u>	<u>APPROVED 2022-2023</u>
<u>Agriculture Extension Service</u>			
Salaries & Wages	\$ 269,573	\$ 274,524	\$ 355,504
Fringe Benefits	68,212	64,536	87,483
Materials & Supplies	6,212	7,876	9,770
Maintenance & Utilities	163	400	500
Miscellaneous Services	12,950	15,037	20,073
Total	\$ <u>357,110</u>	\$ <u>362,373</u>	\$ <u>473,330</u>

HEALTH & WELFARE

Health & Welfare includes Health & Welfare Units 1 and 2, Nurse Practitioner, Child Welfare, Environmental Control, Indigent Medical Service, Mosquito Control, Emergency Management, and Tobacco Settlement.

Health & Welfare Units 1 & 2 – responsible for the public health of all County citizens within the framework of County government. Provides medical care, mental health, and protective services for indigent care individuals and families. Cooperates with other community health providers, concerned citizens, and committed volunteers who help achieve its mission. Unit 1 is located in Beaumont, and Unit 2 is located in Port Arthur.

Nurse Practitioner – responsible for the County's in-house employee health care program. The Nurse Practitioner's primary function is preventive health care for all Jefferson County employees. This includes diagnosis and treatment of employees and their dependents.

Child Welfare – represents allocated expenditures that are associated with the County's support of the child protective services of the State of Texas.

Environmental Control – responsible for an integrated management program with elements designed to safeguard the quality of water supplies, to protect the groundwater resource from non-potable elements and contaminants, minimizing the impact of need residential, commercial and industrial development, and to promote water conservation. Environmental Control also identifies the best means of sewage collection, treatment and disposal; oversees new construction; issues State-mandated permits for industrial waste, sewage treatment plants and large-volume sewage discharges, and inspects and enforces permit conditions.

Indigent Medical Service – represents the expenditures incurred for outside medical and prescription service associated with the indigent population of Jefferson County.

Mosquito Control – represents expenditures associated with the control of mosquitoes in the County. By significantly reducing the mosquito population, the event of epidemic disease from occurring is reduced.

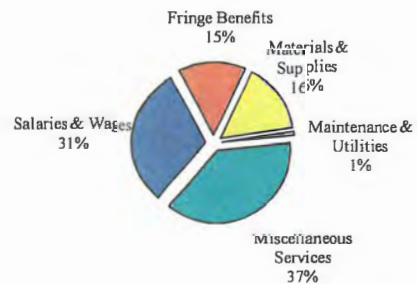
Emergency Management – responsible for the support systems and other statutory functions to help individuals and the community prepare for disasters regardless of the cause.

Tobacco Settlement – represents expenditures for special indigent health related services using tobacco settlement proceeds.

**HEALTH & WELFARE
DEPARTMENT SUMMARY**

	<u>ACTUAL 2020-2021</u>	<u>ESTIMATED 2021-2022</u>	<u>APPROVED 2022-2023</u>
<u>DEPARTMENTS</u>			
Health & Welfare Unit 1	\$ 1,315,863	\$ 1,358,790	\$ 1,570,446
Health & Welfare Unit 2	1,250,577	1,256,120	1,398,373
Nurse Practitioner	339,574	357,037	383,685
Child Welfare	112,562	107,362	120,000
Environmental Control	367,859	369,987	475,366
Indigent Medical Service	4,751,247	4,955,124	5,175,888
Mosquito Control	1,826,396	2,013,254	2,702,674
Emergency Management	218,575	228,034	272,151
Tobacco Settlement	200,000	200,000	220,000
Total	<u>\$ 10,382,653</u>	<u>\$ 10,845,708</u>	<u>\$ 12,318,583</u>

	<u>APPROVED 2022-2023</u>
<u>APPROPRIATIONS CATEGORY</u>	
Salaries & Wages	\$ 3,825,800
Fringe Benefits	1,822,345
Materials & Supplies	1,939,775
Maintenance & Utilities	92,195
Miscellaneous Services	4,638,468
Total	<u>\$ 12,318,583</u>



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Health & Welfare Unit 1	-	4	-	1	4	4	-	13
Health & Welfare Unit 2	-	4	-	1	3	4	-	12
Nurse Practitioner	-	-	-	-	3	-	-	3
Environmental Control	-	2	-	-	3	-	-	5
Indigent Medical Services	-	-	-	1	3	-	-	4
Mosquito Control	-	1	-	13	-	-	-	14
Emergency Management	-	-	1	-	-	-	1	2
Tobacco Settlement	-	-	-	-	-	-	-	-
Total	-	11	1	16	16	8	1	53

**HEALTH & WELFARE
DIVISION SUMMARY**

	<u>ACTUAL 2020-2021</u>	<u>ESTIMATED 2021-2022</u>	<u>APPROVED 2022-2023</u>
<u>Health & Welfare Unit 1</u>			
Salaries & Wages	\$ 689,776	\$ 699,446	\$ 820,912
Fringe Benefits	304,540	321,318	410,692
Materials & Supplies	14,777	14,557	21,350
Maintenance & Utilities	3,876	4,091	4,800
Miscellaneous Services	302,894	319,378	312,692
Total	<u>\$ 1,315,863</u>	<u>\$ 1,358,790</u>	<u>\$ 1,570,446</u>
<u>Health & Welfare Unit 2</u>			
Salaries & Wages	\$ 681,449	\$ 681,400	\$ 762,985
Fringe Benefits	339,123	327,390	388,210
Materials & Supplies	12,549	13,669	17,600
Maintenance & Utilities	2,778	3,574	5,150
Miscellaneous Services	214,678	230,087	224,428
Total	<u>\$ 1,250,577</u>	<u>\$ 1,256,120</u>	<u>\$ 1,398,373</u>
<u>Nurse Practitioner</u>			
Salaries & Wages	\$ 209,410	\$ 220,420	\$ 233,711
Fringe Benefits	90,247	94,488	101,131
Materials & Supplies	22,584	23,724	29,012
Maintenance & Utilities	-	-	350
Miscellaneous Services	17,333	18,405	19,481
Total	<u>\$ 339,574</u>	<u>\$ 357,037</u>	<u>\$ 383,685</u>
<u>Child Welfare</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	112,562	107,362	120,000
Total	<u>\$ 112,562</u>	<u>\$ 107,362</u>	<u>\$ 120,000</u>
<u>Environmental Control</u>			
Salaries & Wages	\$ 236,017	\$ 241,586	\$ 310,873
Fringe Benefits	124,374	116,584	150,855
Materials & Supplies	983	2,444	2,250
Maintenance & Utilities	1,746	1,793	2,045
Miscellaneous Services	4,739	7,580	9,343
Total	<u>\$ 367,859</u>	<u>\$ 369,987</u>	<u>\$ 475,366</u>
<u>Indigent Medical Service</u>			
Salaries & Wages	\$ 297,243	\$ 331,848	\$ 430,329
Fringe Benefits	92,165	133,384	182,040
Materials & Supplies	684,307	805,812	862,463
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,677,532	3,684,080	3,701,056
Total	<u>\$ 4,751,247</u>	<u>\$ 4,955,124</u>	<u>\$ 5,175,888</u>

**HEALTH & WELFARE
DIVISION SUMMARY**

	<u>ACTUAL 2020-2021</u>	<u>ESTIMATED 2021-2022</u>	<u>APPROVED 2022-2023</u>
<u>Mosquito Control</u>			
Salaries & Wages	\$ 772,747	\$ 838,299	\$ 1,072,243
Fringe Benefits	385,863	402,954	512,863
Materials & Supplies	597,557	680,137	1,006,800
Maintenance & Utilities	49,880	59,213	79,650
Miscellaneous Services	20,349	32,651	31,118
Total	\$ <u>1,826,396</u>	\$ <u>2,013,254</u>	\$ <u>2,702,674</u>
<u>Emergency Management</u>			
Salaries & Wages	\$ 168,929	\$ 176,220	\$ 194,747
Fringe Benefits	49,576	51,744	76,554
Materials & Supplies	70	70	300
Maintenance & Utilities	-	-	200
Miscellaneous Services	-	-	350
Total	\$ <u>218,575</u>	\$ <u>228,034</u>	\$ <u>272,151</u>
<u>Tobacco Settlement</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	200,000	200,000	220,000
Total	\$ <u>200,000</u>	\$ <u>200,000</u>	\$ <u>220,000</u>

MAINTENANCE – EQUIPMENT & STRUCTURES

Maintenance – Equipment & Structures includes Courthouse & Annexes, Port Arthur Buildings, Mid-County Buildings, Road & Bridge Precincts, Engineering, Parks & Recreation, GIS, and Service Center.

Courthouse & Annexes, Port Arthur Buildings, and Mid-County Buildings – responsible for building services of Jefferson County. These departments direct activities associated with building maintenance and communications. Building Maintenance is responsible for structural maintenance and repair of the County's buildings, including electrical, heating, air conditioning, roofing, and mechanical systems. Communications includes the maintenance of the County's internal telephone system.

Road & Bridge Precincts – represents the expenditures associated with the maintenance of the County roads. There are four Road and Bridge Precincts, which are governed by the elected Commissioner of each precinct. Each Commissioner is elected to a four-year term by the voters of each precinct, and serves with the County Judge to make up the Commissioners' Court.

Engineering – responsible for the acquisition of land and the design and construction of capital improvement projects involving roadways, bridges, drainage systems, and buildings. Engineering updates and maintains the various maps and files of County owned properties and ROW, and manages inter-local agreements for engineering and construction projects. This department provides survey work for the County.

Parks and Recreation – represents expenditures associated with maintenance of the County parks, boat ramps, and beach cleaning.

GIS – represents expenditures associated with data collection using geographic information system technology in an effort to provide more efficient processes.

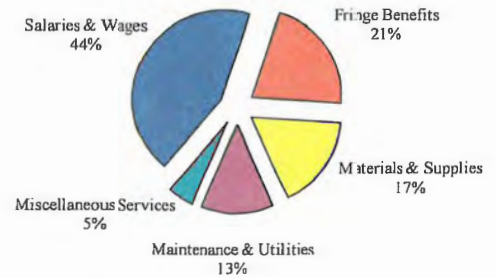
Service Center – represents expenditures associated with maintenance of all County owned vehicles.

**MAINTENANCE - EQUIPMENT & STRUCTURES
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>DEPARTMENTS</u>			
Courthouse & Annexes	\$ 2,441,377	\$ 2,670,588	\$ 3,059,227
Port Arthur Buildings	805,693	847,615	951,134
Mid-County Buildings	237,809	248,944	257,015
Road & Bridge Pct. #1	1,496,481	1,878,331	2,056,965
Road & Bridge Pct. #2	1,628,687	1,779,499	2,031,152
Road & Bridge Pct. #3	1,867,810	1,976,283	2,283,955
Road & Bridge Pct. #4	1,832,485	1,997,793	2,345,739
Engineering	1,008,665	911,934	1,043,671
Parks & Recreation	142,194	184,012	227,068
GIS	-	216,377	234,325
Service Center	1,109,434	1,437,777	1,389,489
Total	\$ 12,570,635	\$ 14,149,153	\$ 15,879,740

APPROPRIATIONS CATEGORY

	<u>APPROVED</u> <u>2022-2023</u>
Salaries & Wages	\$ 6,957,185
Fringe Benefits	3,349,825
Materials & Supplies	2,716,625
Maintenance & Utilities	2,113,142
Miscellaneous Services	742,963
Total	\$ 15,879,740



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Courthouse & Annexes	-	2	-	12	-	-	-	14
Port Arthur Buildings	-	1	-	6	-	-	-	7
Mid-County Buildings	-	-	-	1	-	-	-	1
Road & Bridge Pct. #1	1	1	-	11	-	-	-	13
Road & Bridge Pct. #2	1	1	-	14	-	-	-	16
Road & Bridge Pct. #3	1	1	-	14	-	-	-	16
Road & Bridge Pct. #4	1	2	-	14	-	-	1	18
Engineering	-	1	-	7	-	-	-	8
Parks & Recreation	-	-	-	-	-	-	-	-
GIS	-	-	-	2	-	-	-	2
Service Center	-	-	-	4	-	-	-	4
Total	4	9	-	85	-	-	1	99

MAINTENANCE - EQUIPMENT & STRUCTURES
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>Courthouse & Annexes</u>			
Salaries & Wages	\$ 618,826	\$ 689,008	\$ 851,705
Fringe Benefits	325,452	356,464	428,680
Materials & Supplies	75,217	84,204	90,500
Maintenance & Utilities	1,044,303	1,141,210	1,285,977
Miscellaneous Services	377,579	399,702	402,365
Total	<u>\$ 2,441,377</u>	<u>\$ 2,670,588</u>	<u>\$ 3,059,227</u>
<u>Port Arthur Buildings</u>			
Salaries & Wages	\$ 350,438	\$ 378,030	\$ 424,058
Fringe Benefits	165,413	171,520	207,097
Materials & Supplies	24,047	30,102	18,914
Maintenance & Utilities	150,922	152,690	182,565
Miscellaneous Services	114,873	115,273	118,500
Total	<u>\$ 805,693</u>	<u>\$ 847,615</u>	<u>\$ 951,134</u>
<u>Mid-County Buildings</u>			
Salaries & Wages	\$ 78,725	\$ 90,564	\$ 88,847
Fringe Benefits	40,671	38,028	35,829
Materials & Supplies	2,862	2,367	3,900
Maintenance & Utilities	60,156	61,199	71,300
Miscellaneous Services	55,395	56,786	57,139
Total	<u>\$ 237,809</u>	<u>\$ 248,944</u>	<u>\$ 257,015</u>
<u>Road & Bridge Pct. #1</u>			
Salaries & Wages	\$ 796,948	\$ 837,197	\$ 946,877
Fringe Benefits	380,287	394,756	463,553
Materials & Supplies	245,172	522,530	559,320
Maintenance & Utilities	52,177	63,834	68,300
Miscellaneous Services	21,897	60,014	18,915
Total	<u>\$ 1,496,481</u>	<u>\$ 1,878,331</u>	<u>\$ 2,056,965</u>
<u>Road & Bridge Pct. #2</u>			
Salaries & Wages	\$ 920,343	\$ 973,926	\$ 1,110,251
Fringe Benefits	467,248	464,124	552,626
Materials & Supplies	189,137	280,023	279,455
Maintenance & Utilities	42,797	50,489	73,500
Miscellaneous Services	9,162	10,937	15,320
Total	<u>\$ 1,628,687</u>	<u>\$ 1,779,499</u>	<u>\$ 2,031,152</u>
<u>Road & Bridge Pct. #3</u>			
Salaries & Wages	\$ 967,919	\$ 992,292	\$ 1,110,501
Fringe Benefits	486,342	499,576	545,535
Materials & Supplies	334,411	384,147	526,799
Maintenance & Utilities	70,313	88,222	84,300
Miscellaneous Services	8,825	12,046	16,820
Total	<u>\$ 1,867,810</u>	<u>\$ 1,976,283</u>	<u>\$ 2,283,955</u>

MAINTENANCE - EQUIPMENT & STRUCTURES
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>Road & Bridge Pct. #4</u>			
Salaries & Wages	\$ 953,487	\$ 1,014,137	\$ 1,257,082
Fringe Benefits	451,170	484,804	576,867
Materials & Supplies	216,713	316,242	378,700
Maintenance & Utilities	179,298	145,689	82,250
Miscellaneous Services	31,817	36,921	50,840
Total	<u>\$ 1,832,485</u>	<u>\$ 1,997,793</u>	<u>\$ 2,345,739</u>
<u>Engineering</u>			
Salaries & Wages	\$ 675,865	\$ 600,882	\$ 686,962
Fringe Benefits	301,554	274,232	312,616
Materials & Supplies	18,064	19,266	24,399
Maintenance & Utilities	1,513	970	1,100
Miscellaneous Services	11,669	16,584	18,594
Total	<u>\$ 1,008,665</u>	<u>\$ 911,934</u>	<u>\$ 1,043,671</u>
<u>Parks & Recreation</u>			
Salaries & Wages	\$ 34,920	\$ 46,653	\$ 47,199
Fringe Benefits	9,628	12,997	13,192
Materials & Supplies	39,780	54,477	86,038
Maintenance & Utilities	40,559	45,330	51,900
Miscellaneous Services	17,307	24,555	28,739
Total	<u>\$ 142,194</u>	<u>\$ 184,012</u>	<u>\$ 227,068</u>
<u>GIS</u>			
Salaries & Wages	\$ -	\$ 140,053	\$ 153,665
Fringe Benefits	-	52,896	69,100
Materials & Supplies	-	18,498	7,450
Maintenance & Utilities	-	-	50
Miscellaneous Services	-	4,930	4,060
Total	<u>\$ -</u>	<u>\$ 216,377</u>	<u>\$ 234,325</u>
<u>Service Center</u>			
Salaries & Wages	\$ 237,780	\$ 266,268	\$ 280,038
Fringe Benefits	120,527	134,268	144,730
Materials & Supplies	539,864	792,787	741,150
Maintenance & Utilities	202,129	233,919	211,900
Miscellaneous Services	9,134	10,535	11,671
Total	<u>\$ 1,109,434</u>	<u>\$ 1,437,777</u>	<u>\$ 1,389,489</u>

CAPITAL OUTLAY

Capital Outlay is the detail of all capital equipment purchases approved by Commissioners' Court for the fiscal year. All capital equipment purchases not listed require a budget amendment approved by the Court.

**CAPITAL OUTLAY
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>DEPARTMENTS</u>			
Tax Assessor-Collector	\$ 23,036	\$ 1,061	\$ -
Human Resources	-	-	7,100
County Auditor	3,714	4,476	6,000
County Clerk	-	1,517	-
County Judge	4,464	3,402	-
Risk Management	3,413	-	-
County Treasurer	3,061	-	-
Printing	-	-	1,100
Purchasing Agent	-	-	-
General Services	457,860	-	-
Management Information Systems	895,942	1,006,178	1,132,499
Voters Registration Department	-	-	-
Elections Department	-	7,380	5,500
Veterans Services	-	-	-
District Attorney	7,600	33,864	23,480
District Clerk	3,391	1,860	1,100
District Courts	30,678	4,030	1,100
Jury Fund	1,432	-	-
Justice of the Peace	-	-	-
County Courts at Law	4,754	-	1,600
Court Master	-	-	-
Dispute Resolution Center	5,325	-	-
Community Supervision	2,863	8,692	5,511
Sheriff	218,451	358,796	47,800
Crime Laboratory	3,324	51,257	-
Jail	184,533	369,866	408,295
Juvenile Probation	-	-	2,200
Juvenile Detention Home	-	-	-
Constables	90,402	127,788	-
County Morgue	-	-	-
Agricultural Extension Service	1,251	1,695	1,800
Health & Welfare Unit 1	-	10,684	5,500
Health & Welfare Unit 2	-	3,856	5,500
Nurse Practitioner	-	-	-
Environmental Control	-	-	5,500
Indigent Medical Services	-	8,100	-
Emergency Management	-	-	2,200
Mosquito Control	8,760	-	-
Courthouse & Annexes	12,455	286,275	39,448
Port Arthur Buildings	32,945	81,443	17,000
Mid-County Buildings	-	-	-
Road & Bridge Pct. #1	142,137	448,252	4,400
Road & Bridge Pct. #2	142,219	268,702	1,476
Road & Bridge Pct. #3	36,732	185,439	19,300
Road & Bridge Pct. #4	61,172	289,145	25,113
Engineering	35,600	5,068	-
Parks & Recreation	-	-	-
GIS	-	5,429	1,600
Service Center	-	32,219	10,000
Total Capital Outlay	\$ <u>2,417,514</u>	\$ <u>3,606,474</u>	\$ <u>1,782,122</u>

**CAPITAL OUTLAY
DIVISION SUMMARY**

Human Resources

120-1012-415-60-02	5 - COMPUTERS	\$ 5,500	
120-1012-415-60-02	1 - LAPTOP	1,600	
			\$ 7,100

County Auditor

120-1013-415-60-02	4 - COMPUTERS	4,400	
120-1013-415-60-02	1 - LAPTOP	1,600	
			\$ 6,000

Printing

120-1018-419-60-02	1 - COMPUTER	1,100	
			1,100

Management Information Systems

120-1025-415-60-02	1 - DELL EMC SERVER	32,031	
120-1025-415-60-02	2 - DELL POWEREDGE R440 SERVERS - REPLACE	10,894	
120-1025-415-60-02	1 - DELL STORAGE SERVER (SAN) UPGRADE - MORE SPACE	27,788	
120-1025-415-60-02	ALCATEL 10 GB SWITCH (MAIN CRTHSE)-LICENSES/MODULE	9,065	
120-1025-415-60-02	ALCATEL 10 GB SWITCH (MAIN) OPTICS	6,156	
120-1025-415-60-02	CISCO CATALYST ROUTER & 48 PORT POE SWITCH	61,320	
120-1025-415-60-02	SAN SUPPORT/MAINTENANCE - RENEWAL	2,800	
120-1025-415-60-02	3 - LAPTOP - HIGH END	4,650	
120-1025-415-60-02	5 - HIGH END COMPUTERS	9,770	
120-1025-415-60-02	WIRELESS ACCESS POINTS - INCREASE NETWORK	2,000	
120-1025-415-60-02	1 - RACK MOUNT UPS	4,176	
120-1025-415-60-02	BATTERIES FOR HIGH END UPS FOR THE PHONE SYSTEM	1,600	
120-1025-415-60-53	IBM SOFTWARE SUBSCRIPTION - RENEW	3,275	
120-1025-415-60-53	MICRO FOCUS (RUMBA) SITE LICENSE RENEW	2,111	
120-1025-415-60-53	HAWKEYE-PATHFINDER - PROGRAMMING AS400 - RENEW	750	
120-1025-415-60-53	WATCHGUARD FIREWALL SW SUITE - RENEW	13,470	
120-1025-415-60-53	BARRICUDA - BACKUP SERVERS - RENEW	15,000	
120-1025-415-60-53	LINOMA GOANYWHERE MAINTENANCE - FTP TRANSFER-RENEW	1,473	
120-1025-415-60-53	PEERNET TIFF IMAGE PRINTER SOFTWARE - SERVER-RENEW	850	
120-1025-415-60-53	EVERGREEN ISERIES REPORT DOWNLOADER - RENEW	350	
120-1025-415-60-53	SITEIMPROVE WEB SITE DEVELOPMENT - RENEW	2,900	
120-1025-415-60-53	PER-ZIP ADDRESS VERIFICATION - RENEW	3,348	
120-1025-415-60-53	PITNEY-BOWES ADDRESS VERIFICATION - RENEW	3,000	
120-1025-415-60-53	SPOTLIGHT ON SQL SERVER ENTERPRISE - 2- RENEW	937	
120-1025-415-60-53	SMS MESSAGING SERVER-USED BY JURY SYSTEM TXT MESSA	261	
120-1025-415-60-53	SOLARWINDS SUPPORT/UPDATE - LAN/WAN	902	
120-1025-415-60-53	BACKUP EXEC - BACKUP FOR PHONE SYSTEM - RENEW	1,400	
120-1025-415-60-53	HELP SYSTEM - POWERTECH MAINTENANCE FOR AS/400 ANTIVIRUS AND EXIT POINT LOCK DOWN	4,942	
120-1025-415-60-53	TYLER TECHNOLOGIES SAAS FEE - FEE FOR SOFTWARE - COURTS, JAIL, DA, COUNTY CLERK, JP, & CONSTABLES	725,000	
120-1025-415-60-53	SOPHOS ENDPOINT SECURITY-REPLACES NORTON-1100 USER	30,701	
120-1025-415-60-53	QUEST TOAD RENEWAL	740	
120-1025-415-60-53	KNOWBE4 RENEWAL	13,629	
120-1025-415-60-53	MERIPLEX FORTINET MONITORED SIEM - NEW	50,000	
120-1025-415-60-53	OFFICE 365 LICENSES	62,844	
120-1025-415-60-53	STEEPMEADOW OFFICE 365 INSTALLATION	12,500	
120-1025-415-60-53	VPN WATCHGUARD LICENSES	4,000	
120-1025-415-60-53	BOXCAST (STREAMING SERVICE FOR COMM COURT)	1,266	
120-1025-415-60-53	SPS VAR TOTAL CARE RECOVERY	4,600	
			1,132,499

Elections Department

120-1034-414-60-02	5 - COMPUTERS	5,500	
			5,500

District Attorney

120-2030-412-60-02	8 - ADOBE PRO	3,980	
120-2030-412-60-02	1 - LAPTOP	1,600	
120-2030-412-60-02	3 - COMPUTERS	3,300	
120-2030-412-60-02	7 - LAPTOPS & DOCKING STATION - INVESTIGATORS	14,600	
			23,480

**CAPITAL OUTLAY
DIVISION SUMMARY**

District Clerk

120-2031-412-60-02	1 - COMPUTER	1,100	
			1,100

317th District Court

120-2039-412-60-02	1 - COMPUTER	1,100	
			1,100

County Court at Law #2

120-2052-412-60-02	1 - LAPTOP	1,600	
			1,600

Community Supervision

120-3058-424-60-09	22 - PANIC BUTTONS - SECURITY UPGRADES - PORT ARTHUR	5,511	
			5,511

Sheriff's Office

120-3059-421-60-02	11 - COMPUTERS	12,100	
120-3059-421-60-02	3 - COMPUTERS FOR PATROL	4,500	
120-3059-421-60-07	3 - K-9 KENNEL REPLACEMENTS FOR TAHOES	8,700	
120-3059-421-60-07	MRAP VEHICLE MAINTENANCE	4,000	
120-3059-421-60-14	3 - LIVESTOCK - 12'X20'X LOAFING SHEDS	8,500	
120-3059-421-60-18	COBAN IN-CAR REPAIR	10,000	
			47,800

Jail

120-3062-423-60-02	11 - SCANNERS - TYLER	5,100	
120-3062-423-60-02	6 - SIGNATURE PADS - TYLER	2,915	
120-3062-423-60-02	10 - COMPUTERS	11,000	
120-3062-423-60-02	5 - INDOOR CAMERAS	2,483	
120-3062-423-60-02	5 - OUTDOOR CAMERAS	4,195	
120-3062-423-60-02	2 - NETWORK VIDEO RECORDS	18,707	
120-3062-423-60-02	LICENSE FOR CAMERAS & NETWORK VIDEO RECORDERS	9,070	
120-3062-423-60-13	REPLACE WATER TOWER FILL AND DRIFT ELIMINATORS FOR THE COOLING TOWER	61,550	
120-3062-423-60-14	NEW GAS LINES FOR THE KITCHEN	6,720	
120-3062-423-60-14	HOOD SUPPRESSION SYSTEM FOR VENT-A-HOOD KITCHEN	12,500	
120-3062-423-60-14	REPLACEMENT SHROUDS FOR PURGE FANS P&Q DORM	30,400	
120-3062-423-60-14	SECURITY FENCINGS FOR P&Q DORM	18,200	
120-3062-423-60-14	ROOF REPAIR M&N DORM	17,900	
120-3062-423-60-14	FENCING REPAIRS AND ADDITIONAL FENCING - FACILITY	40,000	
120-3062-423-60-18	1 - WASHING MACHINE	10,755	
120-3062-423-60-18	1 - DRYER	6,910	
120-3062-423-60-18	1 - GOLF CART	6,205	
120-3062-423-60-18	30 - WEARABLE CAMERAS	40,185	
120-3062-423-60-53	SCHEDULING SOFTWARE - RENEWAL	28,500	
120-3062-423-60-53	FEE AND INMATE TRACKING PROGRAM - NEW	75,000	
			408,295

Juvenile Probation

120-3063-424-60-02	2 - COMPUTERS	2,200	
			2,200

Agriculture Extension Services

120-4071-461-60-02	3 - COMPUTERS - COST SHARE	1,800	
			1,800

Health & Welfare I

120-5074-441-60-02	5 - COMPUTERS	5,500	
			5,500

Health & Welfare II

120-5075-441-60-02	5 - COMPUTERS	5,500	
			5,500

Environmental Control

120-5078-446-60-02	5 - COMPUTERS	5,500	
			5,500

**CAPITAL OUTLAY
DIVISION SUMMARY**

Emergency Management

120-5080-429-60-02 2 - COMPUTERS	2,200	
		2,200

Courthouse & Annexes

120-6083-416-60-02 3 - COMPUTERS	3,300	
120-6083-416-60-03 6" CONCRETE FLOOR IN FREIGHT ELEVATOR SHAFT W/ BOX DRAIN	4,634	
120-6083-416-60-03 COURTHOUSE CAFE - REHAB	16,104	
120-6083-416-60-03 REPLACE COUNTY CLERK CARPET, ADA THRESHOLD & MOLD	11,230	
120-6083-416-60-03 EXPANSION OF COURTHOUSE SECURITY BOOTH	4,180	
		39,448

Port Arthur Buildings

120-6084-416-60-18 1 - 61 IN 40 HP RIDING ZERO TURN MOWER	17,000	
		17,000

Road & Bridge Pct. #1

111-0109-431-60-02 4 - COMPUTERS	4,400	
		4,400

Road & Bridge Pct. #2

112-0208-431-60-02 1 - COMPUTER	1,100	
112-0209-431-60-02 1 - UPGRADE COMPUTER	376	
		1,476

Road & Bridge Pct. #3

113-0308-431-60-14 CARPORT FOR GENERATOR	8,000	
113-0309-431-60-02 1 - LAPTOP	1,600	
113-0309-431-60-02 2 - COMPUTERS	2,200	
113-0309-431-60-18 1 - AIR COMPRESSOR	7,500	
		19,300

Road & Bridge Pct. #4

114-0409-431-60-02 2 - COMPUTERS	2,200	
114-0409-431-60-35 6 - MOBILE RADIOS	22,913	
		25,113

GIS

115-0515-431-60-02 1 - LAPTOP	1,600	
		1,600

Service Center

120-8095-417-60-18 1 - FUEL DISPENSER FOR AIRPORT FUEL TANK	10,000	
		10,000

Total Capital Outlay

\$ 1,782,122

SPECIAL PURPOSE FUNDING

Special Purpose Funding is used to account for expenditures that are non-operational or non-departmental in nature. Transfers to other funds include transfers to Special Revenue Funds, Capital Projects Funds, Jack Brooks Regional Airport Enterprise Fund, and to Ford Park Enterprise Fund to provide for improvements and operational expenditures. Contingency Appropriations are also noted here.

**SPECIAL PURPOSE FUNDING
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>DEPARTMENTS</u>			
Contingency Appropriation			
General Fund	\$ <u> -</u>	\$ <u> -</u>	\$ <u> 900,000</u>
Total Contingency Appropriation	\$ <u> -</u>	\$ <u> -</u>	\$ <u> 900,000</u>
Transfers Out			
General Fund	\$ <u> 2,603,219</u>	\$ <u> 2,749,881</u>	\$ <u> 2,974,914</u>
Total Transfers Out	\$ <u> 2,603,219</u>	\$ <u> 2,749,881</u>	\$ <u> 2,974,914</u>

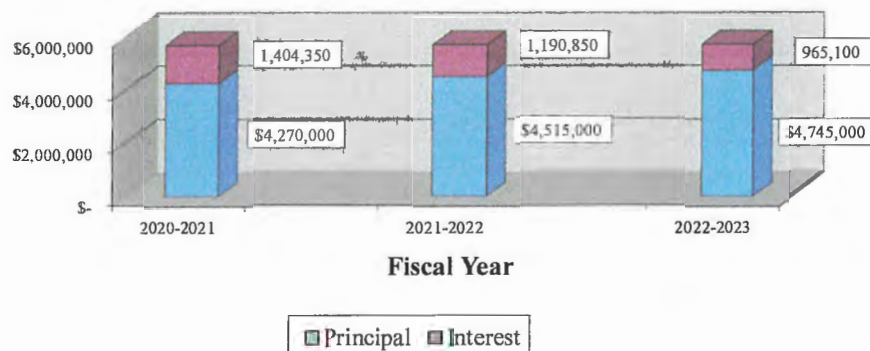


DEBT SERVICE

DEBT SERVICE FUND
SUMMARY OF REVENUES AND EXPENDITURES

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
REVENUES			
Property Taxes	\$ 5,902,107	\$ 5,686,762	\$ 5,466,999
Interest	5,250	9,000	20,600
Total Revenues	<u>\$ 5,907,357</u>	<u>\$ 5,695,762</u>	<u>\$ 5,487,599</u>
OTHER SOURCES			
Transfers In	\$ -	\$ -	\$ -
Total Other Sources	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Revenues & Other Sources	<u>\$ 5,907,357</u>	<u>\$ 5,695,762</u>	<u>\$ 5,487,599</u>
EXPENDITURES			
Principal Payments	\$ 4,270,000	\$ 4,515,000	\$ 4,745,000
Interest Payments	1,404,350	1,190,850	965,100
Transaction Fees	3,550	3,550	5,000
Total Expenditures	<u>\$ 5,677,900</u>	<u>\$ 5,709,400</u>	<u>\$ 5,715,100</u>
OTHER USES			
Transfers Out	\$ -	\$ -	\$ -
Total Other Uses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Appropriations	<u>\$ 5,677,900</u>	<u>\$ 5,709,400</u>	<u>\$ 5,715,100</u>
BEGINNING FUND BALANCE	<u>\$ 205,094</u>	<u>\$ 434,551</u>	<u>\$ 420,913</u>
ENDING FUND BALANCE	<u>\$ 434,551</u>	<u>\$ 420,913</u>	<u>\$ 193,412</u>
RESERVED FOR DEBT SERVICE	<u>\$ 434,551</u>	<u>\$ 420,913</u>	<u>\$ 193,412</u>

Principal & Interest Payments



DEBT SERVICE FUND
SUMMARY OF ANNUAL DEBT SERVICE REQUIREMENTS

<u>FISCAL YEAR</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>
2023	\$ 4,745,000	\$ 965,100	\$ 5,710,100
2024	4,930,000	727,850	5,657,850
2025	5,100,000	567,850	5,667,850
2026	665,000	402,150	1,067,150
2027	700,000	368,900	1,068,900
2028	735,000	333,900	1,068,900
2029	775,000	297,150	1,072,150
2030	795,000	273,900	1,068,900
2031	820,000	250,050	1,070,050
2032	845,000	225,450	1,070,450
2033	870,000	200,100	1,070,100
2034	895,000	174,000	1,069,000
2035	925,000	147,150	1,072,150
2036	950,000	119,400	1,069,400
2037	980,000	90,900	1,070,900
2038	1,010,000	61,500	1,071,500
2039	1,040,000	31,200	1,071,200
	<u>\$ 26,780,000</u>	<u>\$ 5,236,550</u>	<u>\$ 32,016,550</u>

**DEBT SERVICE FUND
SUMMARY OF TOTAL INDEBTEDNESS**

<u>ISSUE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE</u>	<u>MATURITIES</u>	<u>OUTSTANDING 10/1/2022</u>
2012 Refunding - General Obligation	2025	\$ 47,305,000	\$ 34,345,000	\$ 12,960,000
2019 Certificates of Obligation	2039	15,395,000	1,575,000	13,820,000
Total				<u>\$ 26,780,000</u>

COMPUTATION OF LEGAL DEBT MARGIN

Assessed Value of Real Property \$21,571,349,624

Assessed Value of All Taxable Property \$28,619,947,685

**Bonds Issued Under Article III,
Section 52 of the Texas Constitution:**

The County is authorized under Article III, Section 52 of the State Constitution to issue bonds payable from ad valorem taxes for the construction and maintenance of roads. There is no constitutional or statutory limit as to the rate on bonds issued pursuant to such constitutional provision. However, the amount of bonds which may be issued is limited to 25% of the assessed valuation of real property in the County.

Debt Limit, 25% of Real Property Assessed Value \$ 5,392,837,406

Amount of Debt Applicable to Constitutional

Debt Limit:

Total Bonded Applicable Debt	\$ 26,780,000	
Less Amount Available in Debt Service Fund	<u>420,913</u>	<u>26,359,087</u>

LEGAL DEBT MARGIN, BONDS ISSUED
UNDER ARTICLE III, SECTION 52
OF THE TEXAS CONSTITUTION

\$ 5,366,478,319

Bonds Issued Under Article VIII, Section 9:

In addition to unlimited tax bonds, the County may issue statutorily authorized bonds payable from the proceeds of a limited ad valorem tax provided for in Article VII, Section 9 of the State Constitution. Such constitutional provision provides that a County is limited to an ad valorem tax rate of \$0.80 per \$100 of assessed valuation for general fund, permanent improvement fund, road and bridge fund, and jury fund purposes.

Certain of the County's bonds payable from such limited tax may be issued under the provisions of Government Code 1301.003 (c). The principal amount of all bonds which may be issued under the provision of such Code is limited in the aggregate to 5% of the assessed valuation. The debt limit under Government Code 1301.003 (c) is approximately \$1,430,997,384 compared to applicable bonds outstanding at October 1, 2022 of \$26,780,000.

DEBT SERVICE FUND
SCHEDULE OF CURRENT DEBT SERVICE REQUIREMENTS

ISSUE	BALANCE OUTSTANDING					BALANCE OUTSTANDING	
	10/1/2022	PRINCIPAL	INTEREST	FEEs	TOTAL	10/1/2023	
2012 Refunding - General Obligation	\$ 12,960,000	\$ 4,170,000	\$ 472,200	\$ 2,500	\$ 4,644,700	\$ 8,790,000	
2019 Certificates of Obligation	13,820,000	575,000	492,900	2,500	1,070,400	13,245,000	
	<u>\$ 26,780,000</u>	<u>\$ 4,745,000</u>	<u>\$ 965,100</u>	<u>\$ 5,000</u>	<u>\$ 5,715,100</u>	<u>\$ 22,035,000</u>	

SPECIAL REVENUE FUNDS

SPECIAL REVENUE FUNDS
SUMMARY OF REVENUES AND EXPENDITURES

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
REVENUES			
Sales Taxes	\$ 1,583,591	\$ 1,546,104	\$ 1,475,000
Fees	1,722,547	2,073,044	2,016,848
Sales, Rentals & Services	86,111	53,973	26,500
Intergovernmental	2,820,839	3,310,034	3,275,736
Fines & Forfeitures	132,308	246,140	130,000
Interest	27,316	25,750	99,096
Contributions	<u>3,900</u>	<u>3,905</u>	<u>3,900</u>
Total Revenues	\$ <u>6,376,612</u>	\$ <u>7,258,950</u>	\$ <u>7,027,080</u>
OTHER SOURCES			
Transfers In	\$ <u>645,294</u>	\$ <u>654,170</u>	\$ <u>663,767</u>
Total Other Sources	\$ <u>645,294</u>	\$ <u>654,170</u>	\$ <u>663,767</u>
Total Revenues & Other Sources	\$ <u>7,021,906</u>	\$ <u>7,913,120</u>	\$ <u>7,690,847</u>
EXPENDITURES			
General Government	\$ 274,424	\$ 554,391	\$ 665,133
Judicial & Law Enforcement	3,806,311	4,059,331	5,291,522
Education & Recreation	804,391	1,026,354	1,192,608
Maintenance - Equipment & Structures	42,428	70,814	177,346
Capital Outlay	<u>770,281</u>	<u>1,422,643</u>	<u>1,913,100</u>
Total Expenditures	\$ <u>5,697,835</u>	\$ <u>7,133,533</u>	\$ <u>9,239,709</u>
OTHER USES			
Transfers Out	\$ <u>129,853</u>	\$ <u>323,544</u>	\$ <u>20,000</u>
Total Other Uses	\$ <u>129,853</u>	\$ <u>323,544</u>	\$ <u>20,000</u>
Total Appropriations	\$ <u>5,827,688</u>	\$ <u>7,457,077</u>	\$ <u>9,259,709</u>
BEGINNING FUND BALANCE	\$ <u>10,977,540</u>	\$ <u>12,171,758</u>	\$ <u>12,627,801</u>
ENDING AVAILABLE FUND BALANCE	\$ <u><u>12,171,758</u></u>	\$ <u><u>12,627,801</u></u>	\$ <u><u>11,058,939</u></u>

SPECIAL REVENUE FUNDS
SUMMARY OF EXPENDITURES BY DIVISION

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
Department / Division			
General Government			
County Clerk - Records Management	\$ 157,626	\$ 167,500	\$ 184,375
County Clerk - Records Archive	66,253	231,827	403,996
County Records Management	50,545	155,064	47,440
Tax Office Auto Dealer	-	-	29,322
	<u> </u>	<u> </u>	<u> </u>
Total General Government	\$ 274,424	\$ 554,391	\$ 665,133
Judicial & Law Enforcement			
Breath Alcohol Testing	\$ 3,544	\$ 11,655	\$ 11,650
Security Fee	587,587	538,376	655,743
DWI Pretrial Division	103,371	97,970	107,847
Misdemeanor Pretrial	1,445	1,445	1,750
Veteran's Pretrial	1,444	707	20
Law Officer Training	48,254	70,908	76,350
SCAAP Grant	-	7,200	10,000
D.A.R.E. Contributions	3,401	5,500	8,300
Family Protection Fee Fund	10,500	13,500	3,600
Deputy Sheriff Education	19,399	19,399	25,000
Constable Pct 1 - Education	1,329	2,000	4,000
Constable Pct 2 - Education	-	1,000	1,500
Constable Pct 4 - Education	-	500	1,000
Constable Pct 6 - Education	-	1,200	1,800
Constable Pct 7 - Education	-	500	1,000
Constable Pct 8 - Education	3,917	1,150	3,564
J.P. Courtroom Technology Fee	2,535	2,763	20,000
District Clerk - Records Management	15,855	15,204	39,717
Justice Court Building Security	-	-	-
Child Abuse Prevention	-	-	24,000
D.A.'s Forfeiture	55,819	106,000	137,000
Sheriff's Forfeiture	56,736	144,729	218,700
D.A.'s Hot Check	11,679	9,972	37,000
Justice Court Support Fund	-	-	186,000
Court Facility Fund	-	-	20,000
Language Access Fund	-	-	30,000
Local Truancy Prevention	-	-	50,000
Guardianship Fee	1,500	5,000	20,000
Juvenile Delinquency Prevention	-	-	100
County & District Court Technology Fund	2,382	3,000	4,000
District Court Records Technology Fund	52,212	51,121	11,330
Marine Division	2,476,903	2,570,247	3,171,236
Sheriff - Spindletop Grant	346,499	378,285	409,315
	<u> </u>	<u> </u>	<u> </u>
Total Judicial & Law Enforcement	\$ 3,806,311	\$ 4,059,331	\$ 5,291,522
Education & Recreation			
Law Library	\$ 3,368	\$ 3,368	\$ 3,360
Hotel Occupancy Tax	801,023	1,022,986	1,189,248
	<u> </u>	<u> </u>	<u> </u>
Total Education & Recreation	\$ 804,391	\$ 1,026,354	\$ 1,192,608

SPECIAL REVENUE FUNDS
SUMMARY OF EXPENDITURES BY DIVISION

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
Maintenance - Equipment & Structures			
Lateral Road - Precinct 1	\$ 23,678	\$ 45,000	\$ 7,000
Lateral Road - Precinct 2	-	-	10,000
Lateral Road - Precinct 3	-	-	60,000
Lateral Road - Precinct 4	-	8,000	8,000
J C Assistance District 4	<u>18,750</u>	<u>17,814</u>	<u>92,346</u>
	\$ <u>42,428</u>	\$ <u>70,814</u>	\$ <u>177,346</u>
Capital Outlay	\$ <u>770,281</u>	\$ <u>1,422,643</u>	\$ <u>1,913,100</u>
Special Purpose Funding			
Transfers Out	\$ <u>129,853</u>	\$ <u>323,544</u>	\$ <u>20,000</u>
	\$ <u>129,853</u>	\$ <u>323,544</u>	\$ <u>20,000</u>
Total Special Fund Expenditures	<u>\$ 5,827,688</u>	<u>\$ 7,457,077</u>	<u>\$ 9,259,709</u>

SPECIAL REVENUE FUNDS
SUMMARY OF CHANGES IN FUND BALANCE BY FUND

	ESTIMATED BALANCE 10/1/2022	Revenue	Expenditures	PROPOSED BALANCE 9/30/2023
Lateral Road - Precinct 1	\$ 4,593	7,385	7,000	\$ 4,978
Lateral Road - Precinct 2	114,310	8,390	10,000	112,700
Lateral Road - Precinct 3	261,406	9,675	60,000	211,081
Lateral Road - Precinct 4	43,334	7,765	8,000	43,099
Breath Alcohol Testing	18,405	3,645	11,650	10,400
Security Fee	196,184	665,680	695,743	166,121
Law Library	48,614	130,525	53,360	125,779
DWI Pretrial Diversion	334,149	89,850	107,847	316,152
Misdemeanor Pre-Trial	124,101	25,000	1,750	147,351
Veteran's Pre-Trial Program	20	-	20	-
Law Officer Training	45,919	30,440	76,350	9
County Clerk - Records Management	2,069,668	424,000	999,735	1,493,933
County Clerk - Records Archive	2,078,895	417,600	403,996	2,092,499
SCAAP Grant	61	10,000	10,000	61
County Records Management	290,440	27,700	139,180	178,960
D.A.R.E. Contributions	10,666	4,040	8,300	6,406
Family Protection Fee Fund	3,600	-	3,600	-
Deputy Sheriff Education	36,151	15,220	25,000	26,371
Constable Pct. 1 - Education	3,685	745	4,000	430
Constable Pct. 2 - Education	3,378	630	1,500	2,508
Constable Pct. 4 - Education	7,599	660	1,000	7,259
Constable Pct. 6 - Education	4,552	639	1,800	3,391
Constable Pct. 7 - Education	7,003	660	1,000	6,663
Constable Pct. 8 - Education	2,960	626	3,564	22
Tax Office Auto Dealer	217,239	5,000	129,322	92,917
J.P. Courtroom Technology Fee	182,669	32,200	145,000	69,869
Hotel Occupancy Tax	4,256,321	1,430,800	1,393,748	4,293,373
District Clerk - Records Management	83,093	84,440	99,717	67,816
Justice Court Building Security	216,444	31,750	100,000	148,194
Child Abuse Prevention	25,660	200	24,000	1,860
D.A.'s Forfeiture	464,759	54,400	197,000	322,159
Sheriff's Forfeiture	422,925	102,000	413,700	111,225
D.A.'s Hot Check	45,625	-	37,000	8,625
Justice Court Support Fund	130,075	175,880	186,000	119,955
Court Facility Fund	73,035	80,440	50,000	103,475
Language Access Fund	26,010	34,175	30,000	30,185
J C Assistance District 4	248,930	76,980	92,346	233,564
Local Truancy Prevention	79,718	28,700	50,000	58,418
Guardianship Fee	387,284	40,300	20,000	407,584
Juvenile Delinquency Prevention	103	1	100	4
County & District Court Technology Fund	15,549	5,130	19,000	1,679
District Court Records Technology Fund	15,980	85	11,330	4,735
Marine Division	-	3,217,736	3,217,736	-
Sheriff-Spindletop Grant	26,689	409,755	409,315	27,129
Total	\$ 12,627,801	\$ 7,690,847	\$ 9,259,709	\$ 11,058,939

SPECIAL REVENUE FUNDS - GENERAL GOVERNMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>County Clerk - Records Management</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	8,393	5,000	5,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	149,233	162,500	179,375
Total	\$ <u>157,626</u>	\$ <u>167,500</u>	\$ <u>184,375</u>
<u>County Clerk - Records Archive</u>			
Salaries & Wages	\$ 44,422	\$ 42,468	\$ 99,254
Fringe Benefits	11,167	13,359	27,742
Materials & Supplies	-	1,000	2,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	10,664	175,000	275,000
Total	\$ <u>66,253</u>	\$ <u>231,827</u>	\$ <u>403,996</u>
<u>County Records Management</u>			
Salaries & Wages	\$ 16,993	\$ 18,516	\$ 26,761
Fringe Benefits	4,709	5,148	7,479
Materials & Supplies	1,732	3,500	5,250
Maintenance & Utilities	104	200	300
Miscellaneous Services	27,007	127,700	7,650
Total	\$ <u>50,545</u>	\$ <u>155,064</u>	\$ <u>47,440</u>
<u>Tax Office Auto Dealer</u>			
Salaries & Wages	\$ -	\$ -	\$ 4,941
Fringe Benefits	-	-	1,381
Materials & Supplies	-	-	10,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	13,000
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>29,322</u>

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>Breath Alcohol Testing</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	1,785	2,592	3,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,759	9,063	8,650
Total	<u>\$ 3,544</u>	<u>\$ 11,655</u>	<u>\$ 11,650</u>
<u>Security Fee</u>			
Salaries & Wages	\$ 244,748	\$ 205,860	\$ 263,175
Fringe Benefits	103,664	92,140	126,028
Materials & Supplies	5,688	6,050	6,540
Maintenance & Utilities	-	-	-
Miscellaneous Services	233,487	234,326	260,000
Total	<u>\$ 587,587</u>	<u>\$ 538,376</u>	<u>\$ 655,743</u>
<u>DWI Pretrial Diversion</u>			
Salaries & Wages	\$ 61,311	\$ 62,129	\$ 69,152
Fringe Benefits	38,641	30,156	34,595
Materials & Supplies	3,419	5,685	4,100
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ 103,371</u>	<u>\$ 97,970</u>	<u>\$ 107,847</u>
<u>Misdemeanor Pretrial</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	1,445	1,445	1,750
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ 1,445</u>	<u>\$ 1,445</u>	<u>\$ 1,750</u>
<u>Veteran's Pretrial Diversion</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	1,444	707	20
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ 1,444</u>	<u>\$ 707</u>	<u>\$ 20</u>
<u>Law Officer Training</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	44,179	45,900	47,850
Maintenance & Utilities	3,575	4,858	5,500
Miscellaneous Services	500	20,150	23,000
Total	<u>\$ 48,254</u>	<u>\$ 70,908</u>	<u>\$ 76,350</u>

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>SCAAP Grant</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	5,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	7,200	5,000
Total	<u>\$ -</u>	<u>\$ 7,200</u>	<u>\$ 10,000</u>
<u>D.A.R.E. Contributions</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	3,401	5,500	8,300
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ 3,401</u>	<u>\$ 5,500</u>	<u>\$ 8,300</u>
<u>Family Protection Fee Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	10,500	13,500	3,600
Total	<u>\$ 10,500</u>	<u>\$ 13,500</u>	<u>\$ 3,600</u>
<u>Deputy Sheriff Education</u>			
Miscellaneous Services	\$ 19,399	\$ 19,399	\$ 25,000
Total	<u>\$ 19,399</u>	<u>\$ 19,399</u>	<u>\$ 25,000</u>
<u>Constable Pct 1 - Education</u>			
Miscellaneous Services	\$ 1,329	\$ 2,000	\$ 4,000
Total	<u>\$ 1,329</u>	<u>\$ 2,000</u>	<u>\$ 4,000</u>
<u>Constable Pct 2 - Education</u>			
Miscellaneous Services	\$ -	\$ 1,000	\$ 1,500
Total	<u>\$ -</u>	<u>\$ 1,000</u>	<u>\$ 1,500</u>
<u>Constable Pct 4 - Education</u>			
Miscellaneous Services	\$ -	\$ 500	\$ 1,000
Total	<u>\$ -</u>	<u>\$ 500</u>	<u>\$ 1,000</u>
<u>Constable Pct 6 - Education</u>			
Miscellaneous Services	\$ -	\$ 1,200	\$ 1,800
Total	<u>\$ -</u>	<u>\$ 1,200</u>	<u>\$ 1,800</u>
<u>Constable Pct 7 - Education</u>			
Miscellaneous Services	\$ -	\$ 500	\$ 1,000
Total	<u>\$ -</u>	<u>\$ 500</u>	<u>\$ 1,000</u>
<u>Constable Pct 8 - Education</u>			
Miscellaneous Services	\$ 3,917	\$ 1,150	\$ 3,564
Total	<u>\$ 3,917</u>	<u>\$ 1,150</u>	<u>\$ 3,564</u>

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>J.P. Courtroom Technology Fee</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,535	2,763	20,000
Total	<u>\$ 2,535</u>	<u>\$ 2,763</u>	<u>\$ 20,000</u>
<u>District Clerk - Records Management</u>			
Salaries & Wages	\$ 9,973	\$ 9,456	\$ 12,972
Fringe Benefits	2,762	2,628	3,625
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,120	3,120	23,120
Total	<u>\$ 15,855</u>	<u>\$ 15,204</u>	<u>\$ 39,717</u>
<u>Justice Court Building Security</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<u>Child Abuse Prevention</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	24,000
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 24,000</u>
<u>D.A. Forfeiture</u>			
Salaries & Wages	\$ 47,536	\$ 100,000	\$ 120,000
Fringe Benefits	-	-	-
Materials & Supplies	1,985	-	-
Maintenance & Utilities	5,470	5,000	10,000
Miscellaneous Services	828	1,000	7,000
Total	<u>\$ 55,819</u>	<u>\$ 106,000</u>	<u>\$ 137,000</u>
<u>Sheriff's Forfeiture</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	17,260	14,548	54,500
Maintenance & Utilities	11,446	4,035	44,000
Miscellaneous Services	28,030	126,146	120,200
Total	<u>\$ 56,736</u>	<u>\$ 144,729</u>	<u>\$ 218,700</u>

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>D.A.'s Hot Check</u>			
Salaries & Wages	\$ -	\$ 480	\$ 30,000
Fringe Benefits	-	-	-
Materials & Supplies	5,058	3,300	3,000
Maintenance & Utilities	-	-	1,000
Miscellaneous Services	6,621	6,192	3,000
Total	<u>\$ 11,679</u>	<u>\$ 9,972</u>	<u>\$ 37,000</u>
<u>Justice Court Support Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	36,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	150,000
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 186,000</u>
<u>Court Facility Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	10,000
Maintenance & Utilities	-	-	10,000
Miscellaneous Services	-	-	-
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 20,000</u>
<u>Language Access Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	30,000
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 30,000</u>
<u>Local Truancy Prevention</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	50,000
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 50,000</u>
<u>Guardianship Fee</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,500	5,000	20,000
Total	<u>\$ 1,500</u>	<u>\$ 5,000</u>	<u>\$ 20,000</u>

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>Juvenile Delinquency Prevention</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	100
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 100</u>
<u>County & District Court Technology Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,382	3,000	4,000
Total	<u>\$ 2,382</u>	<u>\$ 3,000</u>	<u>\$ 4,000</u>
<u>District Court Records Technology Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	958	358	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	51,254	50,763	11,330
Total	<u>\$ 52,212</u>	<u>\$ 51,121</u>	<u>\$ 11,330</u>
<u>Marine Division</u>			
Salaries & Wages	\$ 1,491,266	\$ 1,477,640	\$ 1,795,872
Fringe Benefits	639,062	639,164	766,614
Materials & Supplies	154,184	237,434	274,000
Maintenance & Utilities	98,144	119,498	212,500
Miscellaneous Services	94,247	96,511	122,250
Total	<u>\$ 2,476,903</u>	<u>\$ 2,570,247</u>	<u>\$ 3,171,236</u>
<u>Sheriff - Spindletop Grant</u>			
Salaries & Wages	\$ 216,849	\$ 231,654	\$ 251,454
Fringe Benefits	103,093	108,564	117,611
Materials & Supplies	22,763	29,207	32,000
Maintenance & Utilities	3,794	5,860	3,000
Miscellaneous Services	-	3,000	5,250
Total	<u>\$ 346,499</u>	<u>\$ 378,285</u>	<u>\$ 409,315</u>

SPECIAL REVENUE FUNDS - EDUCATION & RECREATION
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>Law Library</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,368	3,368	3,360
Total	\$ <u>3,368</u>	\$ <u>3,368</u>	\$ <u>3,360</u>
<u>Hotel Occupancy Tax</u>			
Salaries & Wages	\$ 278,410	\$ 278,248	\$ 345,096
Fringe Benefits	136,096	137,880	161,230
Materials & Supplies	16,276	10,824	13,700
Maintenance & Utilities	54,574	43,141	46,500
Miscellaneous Services	315,667	552,893	622,722
Total	\$ <u>801,023</u>	\$ <u>1,022,986</u>	\$ <u>1,189,248</u>

SPECIAL REVENUE FUNDS - MAINTENANCE - EQUIPMENT & STRUCTURES
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>Lateral Road - Precinct 1</u>			
Materials & Supplies	\$ 23,678	\$ -	\$ 7,000
Miscellaneous Services	-	45,000	
Total	<u>\$ 23,678</u>	<u>\$ 45,000</u>	<u>\$ 7,000</u>
<u>Lateral Road - Precinct 2</u>			
Materials & Supplies	\$ -	\$ -	\$ 10,000
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,000</u>
<u>Lateral Road - Precinct 3</u>			
Materials & Supplies	\$ -	\$ -	\$ 60,000
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 60,000</u>
<u>Lateral Road - Precinct 4</u>			
Materials & Supplies	\$ -	\$ 8,000	\$ 8,000
Total	<u>\$ -</u>	<u>\$ 8,000</u>	<u>\$ 8,000</u>
<u>J C Assistance District 4</u>			
Salaries & Wages	\$ 14,261	\$ 13,452	\$ 17,448
Fringe Benefits	4,317	3,756	4,877
Materials & Supplies	-	-	14,500
Maintenance & Utilities	172	106	43,697
Miscellaneous Services	-	500	11,824
Total	<u>\$ 18,750</u>	<u>\$ 17,814</u>	<u>\$ 92,346</u>

SPECIAL REVENUE FUNDS - CAPITAL OUTLAY
DEPARTMENT SUMMARY

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>DEPARTMENTS</u>			
County Clerk - Records Management	\$ 9,018	\$ 148,036	\$ 815,360
County Clerk - Records Archive	-	-	-
County Records Management	13,351	173,232	91,740
Tax Office Auto Dealer	-	15,000	100,000
Breath Alcohol Testing	-	-	-
Security Fee	11,987	25,000	40,000
DWI Pretrial Division	2,863	-	-
Law Officer Training	19,900	4,368	-
SCAAP Grant	57,675	48,500	-
D.A.R.E. Contributions	-	-	-
Family Protection Fee Fund	-	-	-
Deputy Sheriff Education	-	-	-
Constable Pct 1 - Education	-	-	-
Constable Pct 2 - Education	-	-	-
Constable Pct 4 - Education	-	-	-
Constable Pct 6 - Education	-	-	-
Constable Pct 7 - Education	-	-	-
Constable Pct 8 - Education	-	-	-
J.P. Courtroom Technology Fee	322,505	225,000	125,000
District Clerk - Records Management	-	-	60,000
Justice Court Building Security	-	10,000	100,000
Child Abuse Prevention	-	-	-
D.A.'s Forfeiture	1,548	4,000	60,000
Sheriff's Forfeiture	138,861	257,000	195,000
D.A.'s Hot Check	1,730	3,950	-
Justice Court Support Fund	-	-	-
Court Facility Fund	-	-	30,000
Language Access Fund	-	-	-
Local Truancy Prevention	-	-	-
Guardianship Fee	-	-	-
Juvenile Delinquency Prevention	-	-	-
County & District Court Technology Fund	1,350	5,000	15,000
District Court Records Technology Fund	-	-	-
Marine Division	143,089	210,000	26,500
Sheriff - Spindletop Grant	-	140,859	-
Law Library	39,553	30,000	50,000
Hotel Occupancy Tax	6,851	122,698	204,500
Lateral Road - Precinct 1	-	-	-
Lateral Road - Precinct 2	-	-	-
Lateral Road - Precinct 3	-	-	-
Lateral Road - Precinct 4	-	-	-
J C Assistance District 4	-	-	-
Total Capital Outlay	\$ <u>770,281</u>	\$ <u>1,422,643</u>	\$ <u>1,913,100</u>

SPECIAL REVENUE FUNDS - SPECIAL PURPOSE FUNDING
DEPARTMENT SUMMARY

	<u>ACTUAL</u> <u>2020-2021</u>	<u>ESTIMATED</u> <u>2021-2022</u>	<u>APPROVED</u> <u>2022-2023</u>
<u>DEPARTMENTS</u>			
Transfers Out			
Sheriff's Forfeiture	\$ 8,273	\$ -	\$ -
Marine Division	<u>121,580</u>	<u>323,544</u>	<u>20,000</u>
Total Transfers Out	<u>\$ 129,853</u>	<u>\$ 323,544</u>	<u>\$ 20,000</u>

CAPITAL PROJECTS

CAPITAL PROJECTS

2022-2023

	<u>BUDGETED</u>	<u>FYTD</u>	<u>ACTUAL</u>		
	<u>2022-2023</u>	<u>2021-2022</u>	<u>2020-2021</u>	<u>2019-2020</u>	<u>2018-2019</u>
Beach Erosion and Dune Restoration	\$ 43,738	\$ -	\$ -	\$ 34,190	\$ 48,600
Labelle Road/Major Drive Extension	3,313,154	-	-	-	16,100
Courthouse Waterproofing	178,550	-	-	-	-
County Wide Phone System	<u>745,000</u>	<u>256,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Capital Projects	<u>\$ 4,280,442</u>	<u>\$ 256,000</u>	<u>\$ -</u>	<u>\$ 34,190</u>	<u>\$ 64,700</u>

CAPITAL PROJECTS

2022-2023

Beach Erosion and Dune Restoration

This project consists of engineering and consulting services to assist the County in its efforts to secure funding for large-scale dune restoration from Sabine Pass to High Island. This project has carry-over funding in the amount of \$43,738 to complete this project.

Labelle Road/Major Drive Extension

This project consists of rehabilitation of a recently constructed extension of Major Drive from Hwy 124 to Labelle Road. This project is designed to increase the strength of the road in order to handle the heavy truck traffic associated with a nearby private sanitation disposal facility. This project has carry-over funding in the amount of \$3,313,154 for 2022-2023.

Courthouse Waterproofing

This project will track the expenditures related to waterproofing the downtown courthouse facility due to water intrusion from past rain events. Funding in the amount of \$178,550 is available for 2022-2023 from a prior year transfer from the General Fund.

County Wide Phone System

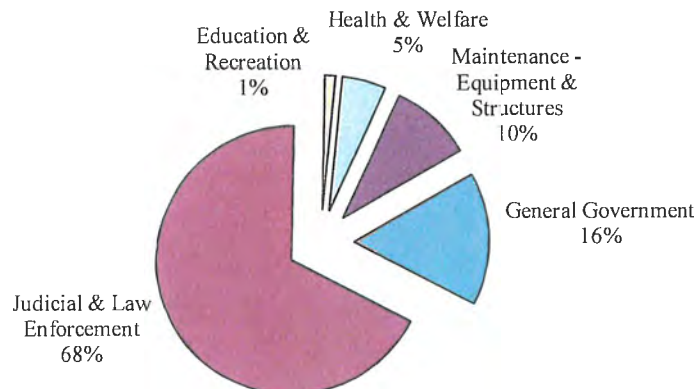
This project will track the expenditures related to upgrading the County's Phone system. The current system is out of date and replacement parts are not readily available. Funding in the amount of \$745,000 is budgeted for 2022-2023 from a reallocation of a prior year transfer from the General Fund.

MISCELLANEOUS

PERSONNEL SCHEDULES
BUDGETED FUNDS - SUMMARY BY DEPARTMENT
FULL TIME AUTHORIZED POSITIONS

	Fiscal Year		
	2020-2021	2021-2022	2022-2023
GENERAL FUND			
General Government	160	160	160
Judicial & Law Enforcement	651	650	650
Education & Recreation	8	8	8
Health & Welfare	50	53	53
Maintenance - Equipment & Structures	99	99	99
	<u>968</u>	<u>970</u>	<u>970</u>
SPECIAL REVENUE FUNDS			
General Government	-	-	-
Judicial & Law Enforcement	25	26	26
Education & Recreation	5	5	5
Health & Welfare	-	-	-
Maintenance - Equipment & Structures	-	-	-
	<u>30</u>	<u>31</u>	<u>31</u>
TOTAL BUDGETED FUNDS			
General Government	160	160	160
Judicial & Law Enforcement	676	676	676
Education & Recreation	13	13	13
Health & Welfare	50	53	53
Maintenance - Equipment & Structures	99	99	99
	<u>998</u>	<u>1,001</u>	<u>1,001</u>

FY 2022-2023 Personnel



PERSONNEL SCHEDULES
COMPENSATION PLAN

Classified (CCG)		
Grade	Minimum	Maximum
27	24,040	36,061
28	24,640	36,961
29	25,257	37,883
30	25,888	38,832
31	26,535	39,803
32	27,199	40,797
33	27,882	41,819
34	28,578	42,865
35	29,290	43,936
36	30,022	45,035
37	30,772	46,161
38	31,544	47,314
39	32,332	48,496
40	33,141	49,710
41	33,969	50,952
42	34,817	52,227
43	35,686	53,532
44	36,580	54,871
45	37,493	56,242
46	38,431	57,647
47	39,393	59,088
48	40,377	60,563
49	41,387	62,080
50	42,421	63,631
51	43,483	65,222
52	44,566	66,852
53	45,682	68,522
54	46,826	70,239
55	47,997	71,992
56	49,194	73,794
57	50,424	75,637
58	51,686	77,529
59	52,980	79,467
60	54,301	81,454
61	55,658	83,491
62	57,054	85,577
63	58,478	87,718
64	59,941	89,909
65	61,437	92,159
66	62,975	94,463
67	64,548	96,824
68	66,163	99,243
69	67,815	101,727
70	69,512	104,267
71	71,250	106,875
72	73,031	109,547
73	74,857	112,286
74	76,729	115,094
75	78,645	117,969
76	80,613	120,917
77	82,629	123,943
78	84,694	127,043
79	86,811	130,216
80	88,980	133,474
81	91,207	136,810
82	93,487	140,230
83	95,822	143,735
84	98,221	147,327
85	100,675	151,014
86	103,193	154,785
87	105,771	158,657
88	108,416	162,623
89	111,124	166,690
90	113,903	170,854

Classified (CCG) (continued)		
Grade	Minimum	Maximum
91	116,751	175,126
92	119,667	179,505
93	122,663	183,993
94	125,726	188,591

Other Un-Classified (OTH)		
Grade	Minimum	Maximum
1	10,000	200,000

Elected Official (ELE)		
Grade	Minimum	Maximum
1	9,000	200,000

Constable's Contract per Hour (CON)		
Step	Minimum	Maximum
1	29.9934	29.9934
2	31.7060	31.7060
3	33.0670	33.0670
4	34.4277	34.4277
5	35.6458	35.6458
6	36.8750	36.8750
7	37.9720	37.9720
8	39.0918	39.0918
10	46.2363	46.2363

Law Enforcement Contract per Hour (CLE)		
Step	Minimum	Maximum
1	30.3188	30.3188
2	32.2186	32.2186
3	33.6040	33.6040
4	34.9887	34.9887
5	36.2161	36.2161
6	37.4660	37.4660
7	38.5923	38.5923
8	39.1666	39.1666
45	41.8224	41.8224
46	43.8667	43.8667
47	48.3895	48.3895
48	53.0855	53.0855

Detention Contract per Hour (CL2)		
Step	Minimum	Maximum
1	21.2507	21.2507
2	24.2481	24.2481
3	25.9074	25.9074
4	27.1727	27.1727
5	29.0811	29.0811
6	29.6723	29.6723
7	30.5641	30.5641
8	31.0205	31.0205
45	37.7618	37.7618
46	40.3998	40.3998
47	44.5649	44.5649
48	48.8900	48.8900

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION FULL TIME AUTHORIZED POSITIONS

	Grade		FTE
<u>Elected Official</u>	ELE	1	39
<u>Clerical, Administrative & Fiscal</u>			
OFFICE ASSISTANT	CCG	34	1
RECEPTIONIST/CLERK	CCG	34	7
OFFICE SPECIALIST	CCG	38	23
SENIOR OFFICE SPECIALIST	CCG	43	14
ADMINISTRATIVE OFFICE SPECIALIST	CCG	46	8
OFFICE MANAGER	CCG	51	1
ELECTIONS MANAGER	CCG	64	1
ADMINISTRATIVE OPERATIONS MANAGER	CCG	59	7
ADMINISTRATIVE MANAGER TO DISTRICT ATTORNEY	CCG	60	1
DEPUTY COUNTY CLERK	CCG	40	14
SENIOR DEPUTY COUNTY CLERK	CCG	43	11
ADMINISTRATIVE DEPUTY COUNTY CLERK	CCG	53	1
CHIEF DEPUTY COUNTY CLERK	CCG	65	1
COUNTY CLERK ADMINISTRATOR	CCG	61	1
SECRETARY	CCG	38	11
SENIOR SECRETARY	CCG	45	13
ADMINISTRATIVE SECRETARY	CCG	50	12
ACCOUNT CLERK	CCG	40	44
SENIOR ACCOUNT CLERK	CCG	43	7
ACCOUNTING TECHNICIAN	CCG	53	7
COURT CLERK	CCG	40	6
SENIOR COURT CLERK	CCG	43	14
ADMINISTRATIVE AID TO COUNTY JUDGE	CCG	53	1
COURT COORDINATOR	CCG	53	21
ASSOCIATE COURT ADMINISTRATOR	CCG	53	11
CHIEF APPELLATE/WRIT DIVISION ASSISTANT	CCG	53	1
COORDINATOR/INDIGENT DEFENSE	CCG	53	1
DEPUTY DISTRICT CLERK	CCG	40	17
ADMINISTRATIVE DEPUTY DISTRICT CLERK	CCG	53	5
CHIEF DEPUTY DISTRICT CLERK	CCG	65	1
SENIOR DEPUTY DISTRICT CLERK	CCG	43	3
SENIOR BUYER	CCG	49	2
ASSISTANT PURCHASING AGENT	CCG	61	1
PURCHASING AGENT	CCG	75	1
CONTRACT SPECIALIST	CCG	55	1
SYSTEM SUPPORT SPECIALIST I	CCG	49	1
SYSTEM SUPPORT SPECIALIST II	CCG	52	1
PERSONAL COMPUTER TECHNICIAN	CCG	49	4
PERSONAL COMPUTER TECHNICIAN II	CCG	52	2

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION FULL TIME AUTHORIZED POSITIONS

	Grade	FTE
ANALYST/PROGRAMMER	CCG 62	1
PROGRAMMER/ANALYST	CCG 65	5
SENIOR PROGRAMMER/ANALYST	CCG 70	2
COMPUTER SYSTEMS ADMINISTRATOR	CCG 68	3
ASSISTANT DIRECTOR OF MIS	CCG 79	1
DIRECTOR OF MIS	CCG 86	1
FINANCIAL TECHNICIANS	CCG 48	6
FINANCIAL ANALYST	CCG 59	3
FINANCIAL MANAGER	CCG 71	3
CHIEF DEPUTY TAX ASSESSOR	CCG 69	1
CHIEF DEPUTY COUNTY TREASURER	CCG 54	1
1ST ASSISTANT COUNTY AUDITOR	CCG 79	1
COUNTY AUDITOR	CCG 91	1
BENEFITS MANAGER	CCG 69	1
SENIOR BENEFITS ANALYST	CCG 56	2
HUMAN RESOURCE ASSISTANT	CCG 48	1
EMP RELATIONS/COMPENSATION MGR	CCG 66	1
DIRECTOR OF HR & RISK MANAGEMENT	CCG 88	1
SENIOR PERSONNEL SPECIALIST	CCG 56	1
VOTING ASSISTANTS	CCG 41	2
<u>Law Enforcement</u>		
TELECOMMUNICATOR	CCG 42	9
SENIOR TELECOMMUNICATOR	CCG 46	1
TELECOMMUNICATION SENIOR SUPERVISOR	CCG 54	1
ASSISTANT EMERGENCY MANAGEMENT COORDINATOR	CCG 57	1
CHIEF DEPUTY SHERIFF	CCG 77	2
JUVENILE DETENTION OFFICER	CCG 42	14
LEAD JUVENILE DETENTION OFFICE	CCG 50	3
JUVENILE DETENTION SUPERINTENDENT	CCG 70	1
COOK	CCG 31	1
FOOD SERVICE MANAGER	CCG 52	1
CRIME LAB TECHNICIAN	CCG 48	2
FORENSIC SCIENTISTS	CCG 69	8
DIRECTOR OF CRIME LAB	CCG 72	1
<u>Labor, Trades & Maintenance</u>		
SIGN FABRICATOR	CCG 42	1
PAINTER	CCG 46	2
CARPENTER	CCG 55	3
PLUMBER	CCG 56	1
HEATING, VENT & AC MECHANIC	CCG 57	2
WELDER	CCG 50	1

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION FULL TIME AUTHORIZED POSITIONS

	<u>Grade</u>		<u>FTE</u>
ELECTRICIAN	CCG	58	2
LEAD PRINTER	CCG	49	1
UTILITY MAINT. WORKER/MULTICRAFT	CCG	40	9
UTILITY MAINT. WORKER - ST&HWY	CCG	44	4
MAINTENANCE TECHNICIAN	CCG	52	1
VAN DRIVER	CCG	36	3
EQUIP OPERATOR/MAINT. WORKER	CCG	47	12
SENIOR EQUIP OPERATOR/MAINT. WORKER	CCG	52	19
AUTOMOBILE MECHANIC	CCG	48	3
HEAVY EQUIPMENT MECHANIC	CCG	53	6
DIRECTOR OF SERVICE CENTER	CCG	59	1
GROUNDSKEEPER	CCG	32	1
BUILDING MAINTENANCE SUPERVISOR	CCG	58	1
SUPERINTENDENT OF BUILDING MAINTENANCE	CCG	62	1
DIRECTOR OF BUILDING MAINTENANCE	CCG	69	1
ROAD FOREMAN	CCG	56	6
ASSISTANT SUPERINTENDENT	CCG	58	2
PRECINCT ROAD SUPERINTENDENT	CCG	69	4
ENGINEERING SPECIALIST	CCG	62	4
SENIOR ENGINEERING SPECIALIST	CCG	67	1
ENGINEERING SUPERINTENDENT	CCG	71	1
DIRECTOR OF ENGINEERING	CCG	86	1
DIRECTOR OF GIS	CCG	68	1
GIS SPECIALIST	CCG	62	1
BOAT MECHANIC	CCG	62	1
AIRCRAFT MECHANIC	CCG	62	1
PILOT/AIRCRAFT MECHANIC	CCG	63	1
PILOT/AVIATION SUPERVISOR	CCG	65	1
PILOT/MECHANICAL SUPERVISOR	CCG	65	1
HERBICIDE APPL & MAINT WORKER	CCG	42	2
PESTICIDE APPL & MAINT WORKER	CCG	42	2
PESTICIDE APPL & VOTING MACHINE TECH	CCG	43	1
MOSQUITO CONTROL OPERATIONS FOREMAN	CCG	52	2
ENTOMOLOGIST	CCG	62	1
DIRECTOR OF MOSQUITO CONTROL	CCG	75	1
<u>Nursing & Public Health</u>			
PUBLIC HEALTH NURSE	CCG	63	4
ADMINISTRATIVE CLINICAL COORDINATOR/LVN	CCG	56	1
DIRECTOR OF NURSING	CCG	72	2
PHARMACIST	CCG	89	1
NURSE PRACTITIONER	CCG	80	2

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION FULL TIME AUTHORIZED POSITIONS

	<u>Grade</u>		<u>FTE</u>
MEDICAL ASSISTANT	CCG	41	1
PHARMACY TECHNICIAN	CCG	36	2
ENVIRONMENTAL HEALTH INSPECTOR	CCG	52	2
DIRECTOR OF ENVIRONMENTAL CONTROL	CCG	66	1
<u>Human & Social Services</u>			
JUVENILE PROBATION OFFICER	CCG	51	9
JUVENILE CASEWORK SUPERVISOR	CCG	61	4
JUVENILE CASEWORK MANAGER	CCG	67	2
WELFARE CASEWORKER	CCG	49	6
WELFARE CASEWORK SUPERVISOR	CCG	58	2
VETERANS SERVICE SUPERVISOR	CCG	49	1
VETERANS COUNTY SERVICE OFFICER	CCG	60	1
DIRECTOR OF JUV PROB & DETENTION	CCG	85	1
DIRECTOR OF VISITOR'S CENTER	CCG	62	1
CASE AIDE	CCG	43	2
SENIOR CASE MANAGER	CCG	53	1
CASE COORDINATOR	CCG	43	1
DIRECTOR OF DISPUTE RESOLUTION	CCG	69	1
CASEWORK COORDINATOR - FAMILY COURTS	CCG	43	1
<u>Other Un-Classified or Contract</u>			
DETENTION OFFICER	CL2	1-8	216
BAILIFF	CLE	1-8	7
SHERIFF'S DEPUTY	CLE	1-8	87
UNION ADMIN ASSISTANT	CLE	45/47	5
SERGEANT	CL2/CLE	45/65	21
LIEUTENANT	CL2/CLE	46/66	15
CAPTAIN	CL2/CLE	47	14
MAJOR	CL2/CLE	48	2
CONSTABLE DEPUTY	CON	1-10	14
ASSOCIATE JUDGE	OTH	1	1
ATTORNEY	OTH	1	30
INVESTIGATOR	OTH	1	6
EXECUTIVE ASSISTANT	OTH	1	2
ASSISTANT TO COUNTY JUDGE	OTH	1	1
COURT REPORTER	OTH	1	14
EMERGENCY MANAGEMENT COORDINATOR	OTH	1	1
AGRICULTURE EXTENSION AGENT	OTH	1	5
Total			<u><u>1,001</u></u>

JEFFERSON COUNTY, TEXAS

MISCELLANEOUS STATISTICS

ELECTED COUNTY OFFICIALS

<u>Commissioners' Court</u>	<u>Length of Service</u>	<u>Term Expires</u>
Jeff Branick, County Judge	11 Years	12/31/2022
Vernon Pierce, Commissioner, Pct. 1	1 Year	12/31/2024
Darrell Bush, Commissioner, Pct. 2	1 Year	12/31/2022
Michael "Shane" Sinegal, Commissioner, Pct. 3	13 Years	12/31/2024
Everette "Bo" Alfred, Commissioner, Pct. 4	19 Years	12/31/2022

OTHER ELECTED COUNTY OFFICIALS

<u>Name</u>	<u>Position</u>	<u>Length of Service</u>	<u>Term Expires</u>
Laurie Leister	County Clerk	< 1 Year	12/31/2022
Robert "Bob" Wortham	District Attorney	7 Years	12/31/2022
Allison Getz	Tax Assessor Collector	7 Years	12/31/2024
Charles Hallmark	County Treasurer	3 Years	12/31/2022
Zena Stephens	Sheriff	5 Years	12/31/2024
Jamie Smith	District Clerk	7 Years	12/31/2022
Naomi Doyle	Justice of the Peace Pct. 1 Pl. 1	1 Year	12/31/2024
Benjamin Collins	Justice of the Peace Pct. 1 Pl. 2	3 Years	12/31/2022
Marcus DeRouen	Justice of the Peace Pct. 2	12 Years	12/31/2022
Justin Chesson	Justice of the Peace Pct. 4	< 1 Year	12/31/2022
Ransom "Duce" Jones	Justice of the Peace Pct. 6	15 Years	12/31/2022
James Burnett	Justice of the Peace Pct. 7	19 Years	12/31/2022
Tom Gillam	Justice of the Peace Pct. 8	20 Years	12/31/2022
Jevonne Smith-Pollard	Constable Pct. 1	3 Years	12/31/2024
Christopher Bates	Constable Pct. 2	9 Years	12/31/2024
Charles "Bryan" Werner	Constable Pct. 4	5 Years	12/31/2024
Joseph "Joe" Stevenson	Constable Pct. 6	1 Year	12/31/2024
Robert "Bobby" Adams Jr	Constable Pct. 7	5 Years	12/31/2024
Gene Winston, Jr.	Constable Pct. 8	< 1 Year	12/31/2022
Gerald Eddins	Judge, County Court at Law #1	9 Years	12/31/2024
Terrence Holmes	Judge, County Court at Law #2	5 Years	12/31/2024
Clint Woods	Judge, County Court at Law #3	7 Years	12/31/2022
John Stevens	Judge, Criminal District Court	15 Years	12/31/2022
Jayne "Raquel" West	Judge, 252nd District Court	7 Years	12/31/2022
Wayne "Kent" Walston	Judge, 58th District Court	7 Years	12/31/2022
Justin Sanderson	Judge, 60th District Court	5 Years	12/31/2024
Baylor Wortham	Judge, 136th District Court	5 Years	12/31/2024
Mitch Templeton	Judge, 172nd District Court	3 Years	12/31/2022
Jeffrey "Randy" Shelton	Judge, 279th District Court	15 Years	12/31/2022
Lawrence Thorne	Judge, 317th District Court	23 Years	12/31/2022

JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

APPOINTED OFFICIALS

<u>Name</u>	<u>Position</u>	<u>Length of Service</u>	<u>Term Expires</u>
James "Patrick" Swain	County Auditor	26 Years	12/31/2022
Deborah Clark	Purchasing Agent	13 Years	12/31/2022
Michelle Falgout	Engineering	1 Year	
Alex Rupp	Airport	9 Years	
Jose "Joe" Zurita, Jr	Service Center	6 Years	
	Buildings Maintenance -		
Greg Keller	Beaumont	4 Years	
	Buildings Maintenance - Port		
Kenneth Shepherd	Arthur	1 Year	
Vacant	Court Master		
Jeff Ross	MIS	2 Years	
Kara Hawthorn	Dispute Resolution Center	11 Years	
Tyler Fitzgerald	Agricultural Extension Service	1 Year	
Mike White	Emergency Management	4 Years	
Rhonda Conlin	Environmental Control	6 Years	
Dr. Ezea Ede	Health and Welfare Units	1 Year	
Leslie Riggs	Nurse Practitioner	11 Years	
	Human Resources & Risk		
Verenice Rosales	Management	< 1 Year	
Edward Cockrell	Juvenile Probation & Detention	11 Years	
Denise Wheeler	Mosquito Control	3 Years	
Hilary Guest	Veterans Services Offices	20 Years	

CONSULTANTS AND ADVISORS

Certified Public Accountants	Pattillo, Brown, & Hill, LLP Waco, Texas
Co-Bond Counsel	Creighton, Fox, Johnson & Mills PLLC and Germer PLLC Beaumont, Texas
Financial Advisor	U.S. Capital Advisors, Houston, Texas

JEFFERSON COUNTY, TEXAS

MISCELLANEOUS STATISTICS

Date of Creation 1836

Date of Organization 1837

Location

Upper Texas Coast

Component of Beaumont-Port Arthur MSA

County Seat

Beaumont, Texas

Economy Base

Petroleum refining

Production and processing of petrochemicals

Fabrication of steel and steel products

Shipping activity

Manufacture of wood, pulp, food, and feed products

Agriculture

Health care services

Land Area (A) 876.3 square miles

Maintained Roads 373.79

Bond Rating "Aa2" Moody's Investors Service, Inc.
"AA-" Standard & Poor's Ratings Services

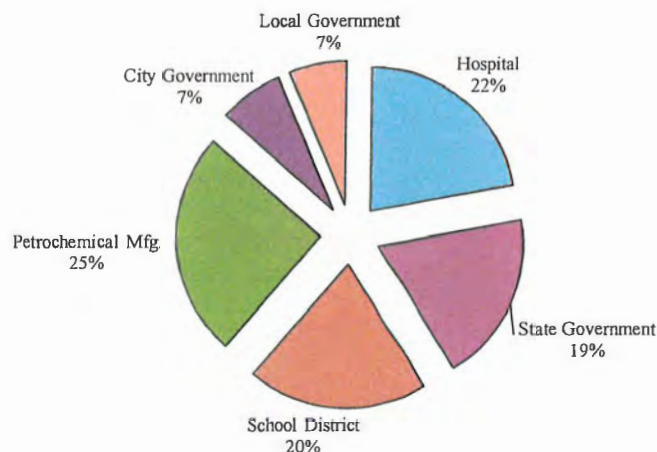
JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

Employment Statistics (A)

<u>Fiscal Year</u>	<u>Civilian Labor Force</u>	<u>Total Employment</u>	<u>Total Unemployment</u>	<u>Percent Unemployment</u>
2013	111,085	98,920	12,165	11.0%
2014	110,034	100,799	9,235	8.4%
2015	108,031	100,448	7,583	7.0%
2016	107,546	99,999	7,547	7.0%
2017	106,833	98,895	7,938	7.4%
2018	106,205	99,407	6,798	6.4%
2019	104,653	98,531	6,122	5.8%
2020	104,025	91,569	12,456	12.0%
2021	101,725	91,528	10,197	10.0%
2022 (B)	101,725	94,041	7,684	7.6%

Top Ten Major Employers County (C)

<u>Company</u>	<u>Industry</u>	<u>Employees</u>
State of Texas	State Government	3,340
Christus Health Southeast Texas	Hospital	2,372
Beaumont ISD	School District	2,223
Exxon Mobil Oil Corporation	Petrochemical Mfg.	2,000
Motiva Enterprises	Petrochemical Mfg.	1,659
Memorial Hermann Baptist Hospital	Hospital	1,503
Port Arthur ISD	School District	1,325
City of Beaumont	City Government	1,245
Jefferson County	Local Government	1,125
Valero	Petrochemical Mfg.	779



(A) Source: Labor Market Statistics - Texas Workforce Commission

(B) Average through end of June, 2022 (not finalized).

(C) Source: Local surveys

JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

Population (A)

Year	County	City of Beaumont	City of Port Arthur	Beaumont- Port Arthur MSA
1960	245,659	119,175	66,676	306,016
1970	246,402	117,548	57,371	347,568
1980	250,938	118,102	61,195	375,497
1990	239,397	114,323	58,724	361,226
2000	252,051	113,866	57,755	385,090
2010	252,277	118,296	53,818	388,749
2020	256,526	115,282	56,039	397,565
Current Estimate	253,704	112,556	55,724	395,419

Demographics

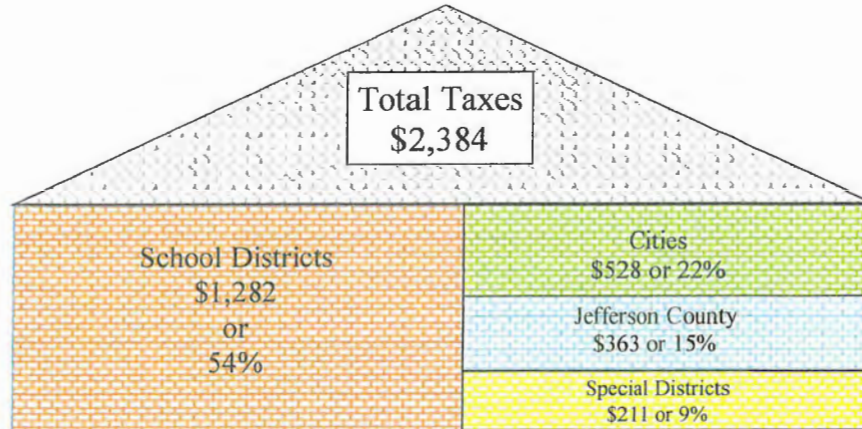
Fiscal Year	Population (a)	Per Capita Personal Income (b)	Median Age (a)	School Enrollment (a)
2012	252,802	\$ 38,712	35.9	63,371
2013	251,813	\$ 38,357	36.0	63,433
2014	252,358	\$ 39,958	35.9	63,350
2015	252,235	\$ 39,532	35.9	61,768
2016	254,308	\$ 42,505	35.9	60,809
2017	254,679	\$ 44,965	36.0	59,927
2018	256,299	\$ 44,965	36.0	59,927
2019	255,001	\$ 48,463	36.0	59,845
2020	256,526	\$ 55,797	37.1	59,784
2021	253,704	\$ 46,547	36.7	59,784

(A) Source: <http://www.census.gov>

(B) Source: Texas Workforce Commission

JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

Property Tax Analysis for a \$100,000 Home in Tax Year 2021 (A)



County taxes for fiscal year 2021-2022 would be \$363.18 for a \$100,000 home based on the property tax of .363184¢ per \$100 valuation. The County taxes for fiscal year 2022-2023 would be \$363.18 for a \$100,000 home based on the property tax rate of .363184¢ per \$100 valuation.

Ten Year History of Abated Property Tax Values (B)

Tax Year	# of Companies	Value Loss Due to Abatement	Tax Loss	Tax Rate
2012	9	1,196,539,640	\$ 4,367,370	0.00365000
2013	9	1,877,188,020	6,851,736	0.00365000
2014	7	1,259,803,019	4,598,281	0.00365000
2015	9	1,280,440,084	4,673,606	0.00365000
2016	17	1,176,803,900	4,295,334	0.00365000
2017	21	1,787,143,387	6,522,662	0.00364977
2018	16	2,206,406,841	8,052,877	0.00364977
2019	17	2,866,898,917	10,463,522	0.00364977
2020	21	3,664,207,285	13,373,514	0.00364977
2021	18	3,144,345,119	11,419,758	0.00363184
			<u>\$ 74,618,660</u>	

(A) Source: <http://www.jcad.org>

(B) Source: http://www.jcad.org/reports_abate.aspx

GLOSSARY OF TERMS

Accrual Basis—A basis of accounting in which transactions are recognized at the time they are incurred, as opposed to when cash is received or spent.

Actual - Final audited revenue or expenditure data for the fiscal year indicated.

Ad Valorem Tax — A tax levied against the value of real or personal property. Valuations are assessed by Jefferson County Appraisal District.

Allocation—Component of an appropriation earmarking expenditures for a specific purpose and/or level of organization.

Appropriation—A legal authorization to incur obligations and to make expenditures for specific purposes.

Appraisal Value – To make an estimate of value for the purpose of taxation.

Appraisal District – An independent governmental entity responsible for appraising property within a county. The Appraisal District certifies the county assessed valuations.

Assessed Valuation—The valuation set upon real estate and certain personal property by the Assessor as a basis for levying property taxes.

Asset—Resources owned or held by a government which have monetary value.

Available Fund Balance—The portion of a fund's balance that is not restricted for a specific purpose and may be used for general appropriation.

Balanced Budget – According to GAAP a balanced budget is one in which the total expenditures do not exceed the total resources, or total estimated revenues plus reserves.

Bond—A written promise to pay to things: 1) a principle amount on a specified date, and 2) a series of interest payments for the term of the bond.

Bond Rating—Organizations like Standard and Poor's and Moody's rate the riskiness of government-issued securities and gives each security a bond rating.

Bonded Indebtedness – The total amount of principle and interest due on bonds which have been sold to finance capital projects such as streets, bridges, and buildings. The most prevalent types of bonds are general obligation or revenue bonds.

Bond Refunding—The payoff and re-issuance of bonds, to obtain better interest rates and/or bond conditions.

GLOSSARY OF TERMS

Budget—A plan of financial activity for a specified period of time (fiscal year or biennium) indicating all planned revenues and expenses for the budget period.

Budget Amendment – A change in the authorized level of funding for an organization or line item account code that increases the total budget. Ideally, amendments increase total revenues and total expenditures by an equal amount. Amendments are made only with Commissioners' Court approval.

Budgetary Basis—This refers to the basis of accounting used to estimate financing sources and uses in the budget. These generally take one of three forms: GAAP, cash, or modified accrual.

Budget Calendar—The schedule of key dates, which a government follows in the preparation and adoption of the budget.

Budgetary Control—The control or management of a government in accordance with the approved budget for the purpose of keeping expenditures within the limitations of available appropriations and resources.

Callable – A financing term referring to debt service bonds which means the bonds can be retired, or paid off, earlier than the due date without penalty.

Capital Expenditures – Includes all purchases that will be capitalized, both items purchased within individual departments and purchased with capital project funds. Also includes items formerly classified as capital whose purchase amount is between \$5,000 and \$9,999.99 for content insurance purposes.

Capital Outlay—(Also known as capital assets) - Fixed assets which meets the estimated useful life and monetary cost criteria and warrants capitalization in the financial statements. All items owned by an organization can rightfully be considered assets, but as a practical matter, organizations do not capitalize all of them. Jefferson County's monetary criteria is \$10,000 or more and with a useful life of more than one year.

Capital Project—Major construction, acquisition, or renovation activities which add value to a government's physical assets or significantly increases their useful life. Also called capital improvements.

Capital Project Fund – A fund used to account for the financial resources designated for major capital acquisitions of construction. Separate funds are required for each capital project per GAAP.

Capitalization – An accounting treatment whereby an item is recorded as an asset on the balance sheet rather than as an expense of the current period.

Cash Basis—A basis of accounting in which transactions are recognized only when cash is increased or decreased.

GLOSSARY OF TERMS

Categorical – A method of accounting for expenditures in summary format (i.e. salaries & wages, fringe benefits, materials & supplies, maintenance & utilities, & miscellaneous services).

Certificates of Obligation – Debt instruments, similar to bonds, sold to the public to finance the county's capital projects. This type of debt is usually repaid in annual installments over a period of 5 – 25 years.

Charges for Services – see Fees of Office.

Contingency—A budgetary reserve set-aside for emergencies or unforeseen expenditures not otherwise budgeted.

Contractual Services—Services rendered to a government by private firms, individuals, or other governmental agencies. Examples include rent, maintenance agreements, and professional consulting services.

Current Taxes – Taxes that are levied and collected prior to being delinquent. The tax year begins October 1st. Taxes are delinquent on February 1st, after which time penalty and interest charges accrue.

Debt Service—The cost of paying principal and interest on borrowed money according to a predetermined payment schedule.

Debt Service Fund – A fund used to account for the accumulation and disbursement of resources associated with the county's debt obligations. Statutorily separate funds are required for each debt obligation.

Delinquent Taxes – Taxes that remain unpaid at February 1st. Taxes are delinquent on February 1st, after which time penalty and interest charges accrue. Attorney fees are assessed beginning July 1st.

Department (Organization) – The organizational unit which is functioning separately in its delivery of service.

Disbursement—The expenditure of monies from an account.

Employee (or Fringe) Benefits—Contributions made by a government to meet commitments or obligations for employee fringe benefits. Included are the government's share of costs for Social Security and the various pensions, medical, and life insurance plans.

Encumbrance—The commitment of appropriated funds to purchase an item or service. To encumber funds means to set aside or commit funds for a specified future expenditure.

Estimated Revenue – The amount of projected revenue for the fiscal cycle. Projections are generally based on prior experiences or increased fees.

GLOSSARY OF TERMS

Expenditure—The payment of cash on the transfer of property or services for the purpose of acquiring an asset, service, or settling a loss.

Expense—Charges incurred (whether paid immediately or unpaid) for operations, maintenance, interest, or other charges.

Fees (Fees of Office) – Revenue charged or charged for services by various county departments to provide a service to the public or another governmental entity.

Fines and Forfeitures – Revenue generated through fines assessed by various courts. Forfeitures are payment as penalty assessed by the Courts through bail bond and property forfeitures.

Fiscal Policy—A government's policies with respect to revenues spending and debt management as these relate to government services, programs, and capital investment. Fiscal policy provides an agreed-upon set of principles for the planning and programming of government budgets and their funding.

Fiscal Year—A twelve-month period designated as the operating year for accounting and budgeting, and financial reporting purposes. Jefferson County's fiscal year is October 1st through September 30th.

Fund—A fiscal entity with revenues and expenses, which are segregated for the purpose of carrying out a specific purpose or activity.

Fund Balance - The excess of the assets of a fund over its liabilities, reserves, and carryover.

Generally Accepted Accounting Principles (GAAP) – Uniform minimum standards for financial accounting and recording, encompassing the conventions, rules, and procedures that define accepted accounting principles.

General Obligation Bond—This type of bond is backed by the full faith, credit, and taxing power of the government.

Goal – A statement of broad direction, purpose, or intent based on the needs of the community. A goal is general and timeless.

Grants – A contribution by a government agency or other organization to support a particular function. Grants may be classified as either operational or capital and they are restricted for specific purposes. Because grants are presented to the Commissioners' Court throughout the year, the grant budgets and accountings are maintained separately from this document.

Hourly—An employee who fills a temporary or short-term position. Such employees provide contingency staffing for government operations during peak workloads or to address temporary staffing needs. Hourly employees are paid on a per-hour basis and receive limited benefits.

GLOSSARY OF TERMS

Interfund Transfers – The movement of monies between funds of the same governmental entity.

Intergovernmental Revenue – Funds received from federal, state, and local government sources in the form of grants and shared revenues.

Levy—To impose taxes for the support of government activities.

Line-Item Budget—A budget prepared along departmental lines that focuses on what is to be bought.

Long-Term Debt—Debt with a maturity of more than one year after the date of issuance.

Mandate – A formal order from State authorities to County government to make mandatory.

Maintenance and Utilities— Expenditures made for maintenance of buildings, vehicles and equipment, and utilities such as electricity, water, and gas necessary to conduct departmental operations.

Materials and Supplies—Expendable materials and operating supplies necessary to conduct departmental operations.

Modified Accrual Basis – Revenues are recognized in the accounting period in which they become available and measurable. Expenditures are recognized in the accounting period in which the fund liability is incurred.

Non-callable – A financing term referring to debt service bonds which means the bonds cannot be retired, or paid off, earlier than the due date.

Objective—Something to be accomplished in specific, well-defined, and measurable terms and that is achievable within a specific time frame.

Obligations—Amounts which a government may be legally required to meet out of its resources. They include not only actual liabilities, but also encumbrances not yet paid.

Operating Revenue—Funds that the government receives as income to pay for ongoing operations. It includes such items as taxes, fees from specific services, interest earnings, and grant revenues. Operating revenues are used to pay for day-to-day services.

Operating Expenses—The cost for personnel, materials, and equipment required for a department to function.

Output Indicators – A unit of work accomplished, without reference to the resources required to do the work. Output indicators do not reflect the effectiveness or efficiency of the work performed.

GLOSSARY OF TERMS

Other Financing Sources – Includes transfers from other funds, sale of capital assets, insurance proceeds, bond proceeds, and other funding that is not considered to be revenue according to GAAP.

Other Financing Uses – Includes transfers to other funds and other funding that is not considered expenditures according to GAAP.

Pay-as-you-go Basis – A term used to describe a financial policy by which capital outlays are purchased from current resources rather than through borrowing.

Performance Indicators – Specific quantitative and/or qualitative measures of work performed as an objective of specific departments or programs. Data is collected to establish trend patterns concerning workloads and/or determine how effective or efficient a program is in achieving its objectives.

Personal Services—Expenditures for salaries, wages, and fringe benefits of a government's employees.

Program—A group of related activities performed by one or more organizational units for the purpose of accomplishing a function for which the government is responsible.

Records Management – This term applies to the management of county records and government documents. Fees are budgeted for collection and expenses for the safeguarding of records according to the Texas Records Management Act.

Reserve—An account used either to set aside budgeted revenues that are not required for expenditure in the current budget year or to earmark revenues for a specific future purpose.

Resolution – A special or temporary order of a legislative body; an order of a legislative body requiring less legal formality than an ordinance or statute.

Resources—Total amounts available for appropriation including estimated revenues, fund transfers, and beginning balances.

Revenue—Sources of income financing the operations of government.

Salaries & Wages – The cost of all labor related expenses required for a department to function, including but not limited to salaries, merit, cost of living adjustments, etc.

Source of Revenue—Revenues are classified according to their source or point of origin.

Special Revenue Funds – These funds are set up to keep track of segregated revenue activities.

Statute – A law enacted by the legislative assembly.

Tax Rate – A percentage applies to all taxable property to raise general revenues.

GLOSSARY OF TERMS

Tax Rate Limit – The maximum rate at which a government may levy a tax. The limit may apply to taxes raised for a particular purpose, or to taxes imposed for all purposes, and may apply to a single government, to a class of governments, or to all governments operating in a particular area. Overall tax rate limits usually restrict levies for all purposes and of all governments, state, and local, having jurisdiction in a given area.

Tax Levy—The resultant product when the tax rate per one hundred dollars is multiplied by the tax base.

Taxes—Compulsory charges levied by a government for the purpose of financing services performed for the common benefit of the people. This term does not include specific charges made against particular persons or property for current or permanent benefit, such as special assessments.

Transfers In/Out—Amounts transferred from one fund to another to assist in financing the services for the recipient fund.

Unencumbered Balance – The amount of an appropriation that is neither expended nor encumbered. It is essentially the amount of money still available for future purposes.

Unreserved Fund Balance—The portion of a fund's balance that is not restricted for a specific purpose and is available for general appropriation.

User Charges—The payment of a fee for direct receipt of a public service by the party who benefits from the service.

GLOSSARY OF TERMS

ACROYNMS

AC -	Air Conditioning
ADA -	American with Disabilities Act
BMT -	Beaumont
CCTV -	Close Circuit Television
CD -	Compact Disc
CEPRA -	Coastal Erosion Planning and Response Account
CI -	Criminal Investigation
COLA -	Cost of Living Increase
CPI -	Consumer Price Index
DA -	District Attorney
DARE -	Drug Abuse Resistance Education
DR -	Doctor
DVD -	Digital Versatile Disk
FAA -	Federal Aviation Administration
FTE -	Full-time Equivalent
GAAP -	General Accepted Accounting Principles
GC/MC -	Gas chromatograph/mass spectrometer
GFOA -	Government Finance Officer Association
GIS -	Geographic Information System
HP -	Hewlett Packard
HP -	Horse Power

GLOSSARY OF TERMS

ACROYNMS - continued

HR -	Hour
HR -	Human Resources
H&W -	Health & Welfare
HWY -	Highway
IA -	Internal Affairs
IBM -	International Business Machines
ID -	Identification
ISD -	Independent School District
JC -	Jefferson County
JP -	Justice of the Peace
LGC -	Local Government Code
LNG -	Liquified Natural Gas
LT -	Lieutenant
MB -	Megabyte
MFG -	Manufacturing
MIS -	Management Information Systems
MSA -	Metropolitan Statistical Area
NO -	Number
PA -	Port Arthur
PCT -	Precinct
RAM -	Random Access Memory

GLOSSARY OF TERMS

ACROYNMS - continued

RFP -	Request for Proposal
ROW –	Right of Way
RTV -	Rugged Terrain Vehicle
SCAAP -	State Criminal Alien Assistance Program
ST -	State
SUV -	Sports Utility Vehicle
TXDOT -	Texas Department of Transportation
UHF -	Ultra High Frequency
US -	United States
VOIP -	Voice over Internet Protocol

APPENDIX

2022 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

Jefferson County

409-835-8501

Taxing Unit Name

Phone (area code and number)

1149 Pearl Street Beaumont, TX 77701

www.co.jefferson.tx.us

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2021 total taxable value. Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 25,841,501,426
2.	2021 tax ceilings. Counties, cities and junior college districts. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 1,417,809,777
3.	Preliminary 2021 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 24,423,691,649
4.	2021 total adopted tax rate.	\$ 0.363184 /\$100
5.	2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.	
	A. Original 2021 ARB values:	\$ 586,245,969
	B. 2021 values resulting from final court decisions:	- \$ 525,194,595
	C. 2021 value loss. Subtract B from A. ³	\$ 61,051,374
6.	2021 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2021 ARB certified value:	\$ 1,000,223,081
	B. 2021 disputed value:	- \$ 602,696,456
	C. 2021 undisputed value. Subtract B from A. ⁴	\$ 397,526,625
7.	2021 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 458,577,999

¹ Tex. Tax Code § 26.012(14)

² Tex. Tax Code § 26.012(14)

³ Tex. Tax Code § 26.012(13)

⁴ Tex. Tax Code § 26.012(13)

Line	No-New Revenue Tax Rate Worksheet	Amount/Rate
8.	2021 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 24,882,269,648
9.	2021 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2021. Enter the 2021 value of property in deannexed territory. ⁵	\$ 0
10.	2021 taxable value lost because property first qualified for an exemption in 2022. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2021 market value: \$ 26,859,430 B. Partial exemptions. 2022 exemption amount or 2022 percentage exemption times 2021 value: + \$ 172,786,410 C. Value loss. Add A and B. ⁶	\$ 199,645,840
11.	2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022. Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021. A. 2021 market value: \$ 0 B. 2022 productivity or special appraised value: - \$ 0 C. Value loss. Subtract B from A. ⁷	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 199,645,840
13.	2021 captured value of property in a TIF. Enter the total value of 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2021 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 1,383,615
14.	2021 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 24,681,240,193
15.	Adjusted 2021 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 89,638,315
16.	Taxes refunded for years preceding tax year 2021. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. ⁹	\$ 169,515
17.	Adjusted 2021 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 89,807,830
18.	Total 2022 taxable value on the 2022 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 28,613,947,685 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 28,408,705 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 1,595,125 E. Total 2022 value. Add A and B, then subtract C and D.	\$ 28,640,761,265

⁵ Tex. Tax Code § 26.012(15)⁶ Tex. Tax Code § 26.012(15)⁷ Tex. Tax Code § 26.012(15)⁸ Tex. Tax Code § 26.03(c)⁹ Tex. Tax Code § 26.012(13)¹⁰ Tex. Tax Code § 26.012(13)¹¹ Tex. Tax Code § 26.012, 26.04(c-2)¹² Tex. Tax Code § 26.03(c)

Line	No-New Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³	
A.	2022 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ _____ 0	
B.	2022 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ _____ 0	
C.	Total value under protest or not certified. Add A and B.	\$ _____ 0
20.	2022 tax ceilings. Counties, cities and junior colleges enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ _____ 1,608,084,318
21.	2022 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ _____ 27,032,676,947
22.	Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021. Include both real and personal property. Enter the 2022 value of property in territory annexed. ¹⁸	\$ _____ 0
23.	Total 2022 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2021 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2022. ¹⁹	\$ _____ 475,865,736
24.	Total adjustments to the 2022 taxable value. Add Lines 22 and 23.	\$ _____ 475,865,736
25.	Adjusted 2022 taxable value. Subtract Line 24 from Line 21.	\$ _____ 26,556,811,211
26.	2022 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ _____ 0.338172/\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2022 county NNR tax rate. ²¹	\$ _____ 0.338172/\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2021 M&O tax rate. Enter the 2021 M&O tax rate.	\$ _____ 0.340686/\$100
29.	2021 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ 24,882,269,648

¹³ Tex. Tax Code § 26.01(c) and (d)

¹⁴ Tex. Tax Code § 26.01(c)

¹⁵ Tex. Tax Code § 26.01(d)

¹⁶ Tex. Tax Code § 26.012(5)(B)

¹⁷ Tex. Tax Code § 26.012(5)

¹⁸ Tex. Tax Code § 26.012(17)

¹⁹ Tex. Tax Code § 26.012(17)

²⁰ Tex. Tax Code § 26.04(c)

²¹ Tex. Tax Code § 26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2021 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 84,770,409
31.	Adjusted 2021 levy for calculating NNR M&O rate.	
	A. M&O taxes refunded for years preceding tax year 2021. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. + \$ 158,374	
	B. 2021 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 18D, enter 0. - \$ 1,042	
	C. 2021 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0	
	D. 2021 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ 157,332	
	E. Add Line 30 to 31D.	\$ 84,927,741
32.	Adjusted 2022 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 26,556,811,211
33.	2022 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.319796/\$100
34.	Rate adjustment for state criminal justice mandate. ²³	
	A. 2022 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 9,444,337	
	B. 2021 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 8,036,061	
	C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.005302/\$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.005302/\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴	
	A. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. \$ 4,786,206	
	B. 2021 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose. - \$ 2,756,347	
	C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.007643/\$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.007643/\$100

²² [Reserved for expansion]²³ Tex. Tax Code § 26.044²⁴ Tex. Tax Code § 26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵ A. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose \$ 1,880,358 B. 2021 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose. \$ 1,439,053 C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0.001661/\$100 D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ 0.000270/\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0.000270/\$100
37.	Rate adjustment for county hospital expenditures. ²⁶ A. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. \$ 0 B. 2021 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021. \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0/\$100 D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ 0/\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0/\$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information. A. Amount appropriated for public safety in 2021. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year \$ 0 B. Expenditures for public safety in 2021. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ 0/\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0/\$100
39.	Adjusted 2022 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ 0.333011/\$100
40.	Adjustment for 2021 sales tax specifically to reduce property values. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2021 should complete this line. These entities will deduct the sales tax gain rate for 2022 in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2021, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ 34,452,890 B. Divide Line 40A by Line 32 and multiply by \$100 \$ 0.129732/\$100 C. Add Line 40B to Line 39.	\$ 0.462743/\$100
41.	2022 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ 0.478939/\$100

²⁵ Tex. Tax Code § 26.0442
²⁶ Tex. Tax Code § 26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): 2022 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ _____ /\$100
42.	Total 2022 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ 5,715,100 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0 D. Subtract amount paid from other resources - \$ 0 E. Adjusted debt. Subtract B, C and D from A.	\$ 5,715,100
43.	Certified 2021 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 316,241
44.	Adjusted 2022 debt. Subtract Line 43 from Line 42E.	\$ 5,398,859
45.	2022 anticipated collection rate. A. Enter the 2022 anticipated collection rate certified by the collector. ³⁰ 100.00% B. Enter the 2021 actual collection rate. 100.39% C. Enter the 2020 actual collection rate. 99.65% D. Enter the 2019 actual collection rate. 92.56% E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	100.00%
46.	2022 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 5,398,859
47.	2022 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 27,032,676,947
48.	2022 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.019971 /\$100
49.	2022 voter-approval tax rate. Add Lines 41 and 48.	\$ 0.498910 /\$100
D49.	Disaster Line 49 (D49): 2022 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ _____ /\$100

²⁷ Tex. Tax Code § 26.042(a)²⁸ Tex. Tax Code § 26.012(7)²⁹ Tex. Tax Code § 26.012(10) and 26.04(b)³⁰ Tex. Tax Code § 26.04(b)³¹ Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2022 county voter-approval tax rate.	\$ 0.498910 /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2021 or May 2022, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2021, enter 0.	\$ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2021 or in May 2022. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2021. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 34,452,890
53.	2022 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 27,032,676,947
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.127450 /\$100
55.	2022 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.338172 /\$100
56.	2022 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2021 or in May 2022. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2021.	\$ 0.338172 /\$100
57.	2022 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.498910 /\$100
58.	2022 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.371460 /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ 0
60.	2022 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 27,032,676,947
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ 0 /\$100
62.	2022 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.371460 /\$100

³² Tex. Tax Code § 26.041(d)

³³ Tex. Tax Code § 26.041(i)

³⁴ Tex. Tax Code § 26.041(d)

³⁵ Tex. Tax Code § 26.04(c)

³⁶ Tex. Tax Code § 26.04(c)

³⁷ Tex. Tax Code § 26.045(d)

³⁸ Tex. Tax Code § 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	2021 unused increment rate. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. If the number is less than zero, enter zero.	\$ 0.023717 /\$100
64.	2020 unused increment rate. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero.	\$ 0.081695 /\$100
65.	2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$ 0 /\$100
66.	2022 unused increment rate. Add Lines 63, 64 and 65.	\$ 0.105412 /\$100
67.	2022 voter-approval tax rate, adjusted for unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ 0.476872 /\$100

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2022 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.333011 /\$100
69.	2022 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 27,032,676,947
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ 0.001849 /\$100
71.	2022 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.019971 /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ 0.354831 /\$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

³⁹ Tex. Tax Code § 26.013(a)

⁴⁰ Tex. Tax Code § 26.013(c)

⁴¹ Tex. Tax Code §§ 26.0501(a) and (c)

⁴² Tex. Local Gov't Code § 120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code § 26.063(a)(1)

⁴⁴ Tex. Tax Code § 26.012(8-a)

⁴⁵ Tex. Tax Code § 26.063(a)(1)

⁴⁶ Tex. Tax Code § 26.042(b)

⁴⁷ Tex. Tax Code § 26.042(f)

This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2021 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.363184/\$100
74.	Adjusted 2021 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2021 and the taxing unit calculated its 2021 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2021 worksheet due to a disaster, enter the 2021 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. - or - If a disaster occurred prior to 2021 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2021, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2021 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2021 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2021 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.000000/\$100
75.	Increase in 2021 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ 0.363184/\$100
76.	Adjusted 2021 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 24,681,240,193
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ 89,638,315
78.	Adjusted 2022 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 26,556,811,211
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ 0/\$100
80.	2022 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ 0.476872/\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate.	\$ 0.338172/\$100
As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: <u>27</u>	
Voter-approval tax rate.	\$ 0.476872/\$100
As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). Indicate the line number used: <u>67</u>	
De minimis rate.	\$ 0.354831/\$100
If applicable, enter the 2022 de minimis rate from Line 72.	

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code.⁵⁰

print
here

Allison Nathan Getz

Printed Name of Taxing Unit Representative

sign
here

Allison Nathan Getz

Taxing Unit Representative

August 4, 2022

Date

⁴⁸ Tex. Tax Code §26.042(c)

⁴⁹ Tex. Tax Code §26.042(b)

⁵⁰ Tex. Tax Code §§ 26.04(c-2) and (d-2)





**AGENDA ITEM****September 20, 2022**

Consider, possibly approve and authorize the County Judge to execute the Edward Byrne Justice Assistance Grant (JAG) Program Award for FY 2022.

Jefferson County (JAG)

PR 22702

**DUPLICATE ORIGINAL
CONTRACT FOR**

RES/ORD 22-349

**PLEASE EXECUTE AND RETURN
TO PURCHASING**

444 4th Street

PO BOX 1089

PORT ARTHUR, TX 77641

(409) 983-8160

COUNCIL MEETING

DATE: 8-2-22

P.R. No. 22702

7/14/22 jlh

Res. 22-349

EXHIBIT "A"

JAG Allocation Calculator for Jefferson County, Beaumont & Port Arthur

FY 2022 JAG

Original Allocation as released by BJA/DOJ:

Jefferson County	*
City of Beaumont	\$102,756
City of Port Arthur	\$30,741
Joint Allocation	\$133,497

By Agreement, Jefferson County Receives 15% of the Joint Allocation:

Joint Allocation	\$133,497
Multiplied by .15 this equals	\$20,025

Jefferson County's Allocation is Subtracted from the
City of Beaumont's Original Allocation:

Beaumont's Original Allocation	\$102,756
Minus J.C.'s Calculated Allocation	\$20,025
Beaumont's Adjusted Allocation	\$82,731

FINAL AGREED ALLOCATIONS:

Jefferson County	\$20,025
City of Beaumont	\$82,731
City of Port Arthur	\$30,741
TOTAL ALLOCATION	\$133,497

Resolution No.

The State of Texas)
 County of Jefferson)
 City of Beaumont, Texas)
 City of Port Arthur, Texas)

Know All by These Present

Inter-Local Agreement

Between the County of Jefferson, Texas; City of Beaumont, Texas; and City of Port Arthur, Texas
 2022 Edward Byrne Justice Assistance Grant (JAG) Program Award

This Agreement is made and entered into this _____ day of _____ 2022, by and between The County of Jefferson, Texas acting by and through its governing body, the Commissioners Court; the City of Beaumont, Texas acting by and through its governing body, the City Council; and the City of Port Arthur, Texas acting by and through its governing body, the City Council, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the total funding allocation is \$133,497; and the City of Beaumont, Texas, and the City of Port Arthur, Texas, agree to provide Jefferson County, Texas \$20,025 from the JAG award and the City of Beaumont, Texas, and the City of Port Arthur, Texas agree to allocate the remaining funds as follows:

\$82,731 to the City of Beaumont, Texas, and \$30,741 to the City of Port Arthur, Texas.

WHEREAS, Jefferson County, Texas, the City of Beaumont, Texas, and the City of Port Arthur, Texas, believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, Jefferson County, Texas, the City of Beaumont, Texas, and the City of Port Arthur, Texas agree as follows:

Section 1.

The City of Beaumont, Texas and the City of Port Arthur, Texas agree to provide Jefferson County, Texas \$20,025 from the JAG award; and the City of Beaumont, Texas and the City of Port Arthur, Texas agree to allocate the remaining funds as follows:

\$82,731 to the City of Beaumont, Texas; and \$30,741 to the City of Port Arthur, Texas.

Section 2.

Jefferson County, Texas agrees to use the funding for equipment purchases and/or Technology Enhancement until 2025.

The City of Beaumont, Texas agrees to use the funding for equipment purchases and/or Technology Enhancement until 2025.

The City of Port Arthur, Texas agrees to use the funding for equipment purchases and/or Technology Enhancement until 2025.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 6.

The City of Beaumont agrees to act as the fiscal agent in applying for, dispersing, monitoring, and reporting for this JAG funding.

City of Beaumont, Texas

CITY MANAGER

City of Port Arthur, Texas

CITY MANAGER

Jefferson County, Texas

COUNTY JUDGE



ATTEST *[Signature]*
DATE 9-20-2022

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).



Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

Charlie Hallmark
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
challmark@co.jefferson.tx.us

September 14, 2022

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of August 31st, 2022, including interest earnings.

The 90 day Treasury discount rate on August 31st, 2022 was 2.87% and the interest on your checking accounts for the month of August was 2.09%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda for September 20th, 2022, to be received and filed.

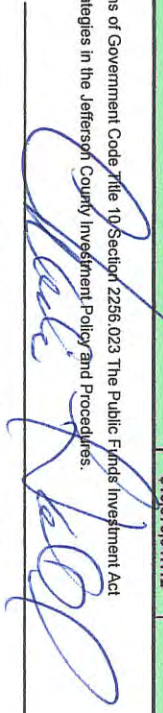
Sincerely,

Charlie Hallmark CIO
Enclosure

Agenda should read:

Receive and File Investment Schedule for August, 2022,
including the year to date total earnings on County funds.

JEFFERSON COUNTY
MONTH END AUGUST 31, 2022 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT.)
INVESTMENTS																
TEXAS CLASS																\$0.00
Cds and Securities																
FHLMC 3.375%	16-Aug-22	\$5,000,000.00	\$5,000,000.00	100	3.375%	26-Feb-24	16-Nov-22	534	549	3134GXM60	WELLS SECURITIES	\$4,978,073.70	\$99.5615	\$0.00	\$0.00	\$4,978,073.70
FHLB 3.875%	30-Jun-22	\$3,000,000.00	\$3,000,000.00	100	3.875%	30-Dec-24	30-Sep-22	852	914	3130ASGS2	WELLS SECURITIES	\$2,978,160.39	\$99.2720	\$0.00	\$0.00	\$2,978,160.39
FHLB 3.00%	23-May-22	\$3,000,000.00	\$3,000,000.00	100	3.000%	23-Feb-24	23-Aug-22	541	641	3130ARYU9	WELLS SECURITIES	\$2,963,791.74	\$99.7931	\$0.00	\$22,500.00	\$2,963,791.74
FHLB 2.25%	26-May-22	\$3,000,000.00	\$3,000,000.00	100	2.250%	26-May-23	26-Aug-22	268	365	3130AS2B4	WELLS SECURITIES	\$2,965,964.61	\$99.8655	\$0.00	\$0.00	\$2,965,964.61
FHLB 3.00%	28-Jul-22	\$3,000,000.00	\$3,000,000.00	100	3.000%	28-Apr-23	28-Oct-22	240	274	3130ASNH8	WELLS SECURITIES	\$2,984,956.68	\$99.4986	\$0.00	\$0.00	\$2,984,956.68
																\$0.00
INVESTMENT ACCTS		TOTAL PAR \$0.00	AMT. INVESTED \$0.00		WEIGHTED AVG. YLD				WEIGHTED AVG.	MATURITY		TOTAL MARKET VALUE				TOTAL BOOK VALUE
Cds and Securities		\$17,000,000.00	\$17,000,000.00		3.132%				493	DAYS		\$16,870,947.12		0.00	\$22,500.00	
TOTALS ALL ACCTS:		\$17,000,000.00	\$17,000,000.00									\$16,870,947.12		0.00	\$22,500.00	\$16,870,947.12
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS AS OF AUGUST 31, 2022																
COMPLIANCE STATEMENT																
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act																
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.																
																
Charlie Hallmark, Jefferson County Investment Officer																
MARKET VALUE OF PLEDGE SECURITIES			\$250,000,000.00													
BALANCE IN ALL ACCOUNTS:			\$168,038,826.79													
OVER OR (UNDER) AMOUNT:			\$81,961,173.21													
			148.78%													

AUGUST 2022, JEFFERSON COUNTY INVESTMENT MATURITIES
MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS
INVESTMENTS											
TEXAS CLASS											
FHLMC 4.00%	05-Jul-22	\$4,000,000.00	\$4,000,000.00	100	4.000%	05-Aug-22	05-Aug-22	30	3134GXZU1	WELLS SECURITIES	\$13,333.33
FHLB 3.00%	23-May-22	\$3,000,000.00	\$3,000,000.00	100	3.000%	23-Feb-24	23-Aug-22	641	3130ARYU9	WELLS SECURITIES	\$22,500.00

FISCAL YEAR 2021-2022

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	0.050%	\$17,244.34	0.160%	\$0.00	0.000%
NOVEMBER	0.050%	\$19,028.99	0.160%	\$0.00	0.000%
DECEMBER	0.060%	\$20,377.61	0.160%	\$0.00	0.000%
JANUARY	0.240%	\$18,320.98	0.300%	\$0.00	0.000%
FEBRUARY	0.380%	\$43,859.67	0.300%	\$0.00	0.000%
MARCH	0.520%	\$44,351.84	0.300%	\$0.00	0.000%
APRIL	0.840%	\$41,448.66	0.300%	\$0.00	0.000%
MAY	1.130%	\$78,531.72	0.580%	\$0.00	0.000%
JUNE	1.660%	\$108,828.64	0.880%	\$0.00	0.000%
JULY	2.340%	\$189,444.00	1.410%	\$0.00	0.000%
AUGUST	2.870%	\$293,914.24	2.090%	\$0.00	0.000%
SEPTEMBER	0.000%	\$0.00	0.000%	\$0.00	0.000%
ANNUAL TOTALS		\$875,350.69		\$0.00	\$875,350.69



Joleen E. Fregia
Chief Deputy
e-mail
joleen@co.jefferson.tx.us

Charlie Hallmark
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
e-mail
challmark@co.jefferson.tx.us

September 15th, 2022

Judge Jeff R. Branick and
Commissioner's Court
Jefferson County Court House
Beaumont, Texas 77701

Gentlemen:

Consider and approve wire for \$60.00 to cover Safekeeping Fees from Wells Fargo Securities for the month of August, 2022.

Sincerely,

A handwritten signature in blue ink, reading "Charlie Hallmark", is written over a faint, larger version of the same signature.

Charlie Hallmark, CIO

OWNERSHIP CERTIFICATE

CLYDE A. BOUDREAU & THERESA BOUDREAU, OWNERS OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF **BOUDREAU PLACE**, 4.763 ACRES OF LAND, REPLAT OF PART OF LOTS 4 AND 5, BLOCK 14, ORANGE FARMS SUBDIVISION, VOL. 5, PGS. 45-46, MAP RECORDS, CITY OF PORT ARTHUR, JEFFERSON COUNTY, TEXAS, DOES HEREBY MAKE SUBDIVISION OF SAID PROPERTY AND DEDICATE TO THE PUBLIC USE EASEMENTS SHOWN THEREON FOREVER AND DOES HEREBY BIND OURSELVES, OUR SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

CLYDE A. BOUDREAU
(OWNER)

THERESA BOUDREAU
(OWNER)

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CLYDE A. BOUDREAU & THERESA BOUDREAU KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH AND ARE IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 20__

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

MY COMMISSION EXPIRES _____
(DATE)

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, ANTHONY M. LEGER, A REGISTERED LICENSED SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY MADE ON THE GROUND, AND THAT ALL CORNERS ARE PROPERLY MARKED WITH 1/2" STEEL RODS CAPPED "SOUTEX" UNLESS OTHERWISE NOTED ON THIS PLAT, AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE UNDER MY DIRECT SUPERVISION.



Anthony M. Leger
ANTHONY M. LEGER
TEXAS REGISTRATION NO. 5481

COUNTY APPROVAL CERTIFICATE

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE ____ DAY OF _____ A.D. 20__, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

COUNTY ENGINEER CERTIFICATION

I, MICHELLE FALGOUT, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

Michelle Falgout
COUNTY ENGINEER

Development Regulations Notes:

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

Municipal/ETJ note:

THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF PORT ARTHUR'S EXTRA TERRITORIAL JURISDICTION.

School District plat note:

THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT INDEPENDENT SCHOOL DISTRICT.

FEMA flood plain note:

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY COMMUNITY PANEL #480385-0290-B, DATED 6/1/1983, FLOOD ZONE "C".

Required Clear Space for an OSSF (on Site Sewerage Facility)				
Type of Facility	Usage Rate - Gallons per day (without water saving devices)	Required Clear Area for OSSF (sqft)	Usage Rate - Gallons per day (without water saving devices)	Required Clear Area for OSSF (sqft)
Single Family less than 1500 sqft	225	6428	180	5143
Single Family less than 2500 sqft	300	8572	240	6857
Single Family less than 3500 sqft	375	10714	300	8571
Single Family less than 4500 sqft	450	12857	360	10286
Single Family less than 5500 sqft	525	12857	420	10288
Greater than 5500 sqft each additional 1500 sqft or increment	75		60	

Utility notes:

ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
GAS UTILITY SERVICE WILL BE PROVIDED BY: NONE
WATER UTILITY SERVICE WILL BE PROVIDED BY: WEST JEFFERSON MUNICIPAL DISTRICT
SEWER UTILITY SERVICE WILL BE PROVIDED BY: ON-SITE
CABLE UTILITY SERVICE WILL BE PROVIDED BY: NONE

Sewage Disposal Note:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

Individual Water Supply Note:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

Water Supply Note:

WEST JEFFERSON MUNICIPAL DISTRICT WATER SUPPLY CORPORATION, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

Pipeline Easement Note:

ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN. (NONE)

Drainage Easement Note:

ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

Benchmark(s):

BENCHMARK: FOUND 1/2" STEEL ROD CAPPED "SOUTEX" ELEV.=8.18'

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF PORT ARTHUR, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION.

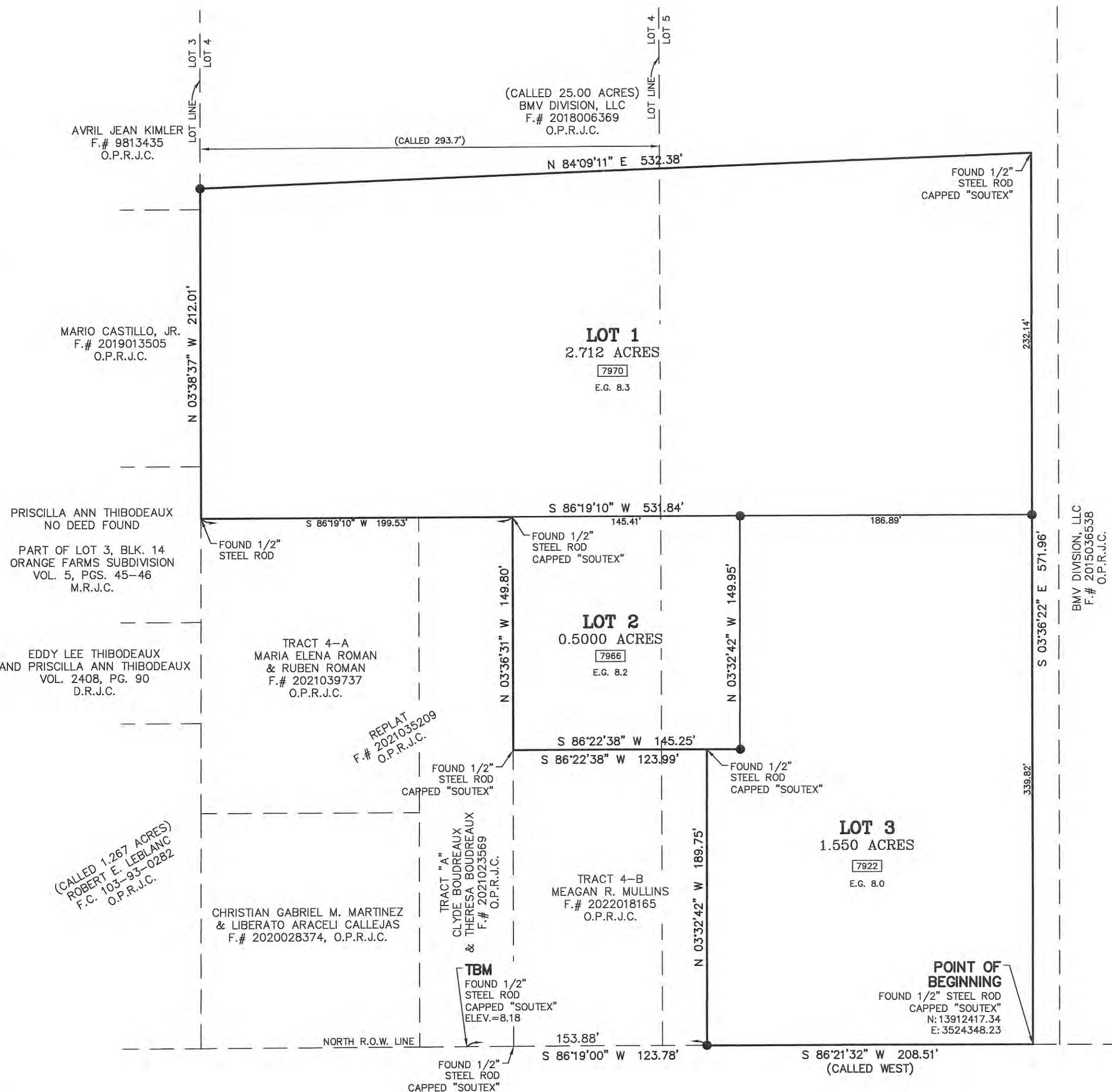
IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE CHAIRMAN OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF PORT ARTHUR, TEXAS, THIS ____ DAY OF _____, 20__

ATTESTED AND APPROVED FOR ADMINISTRATION:

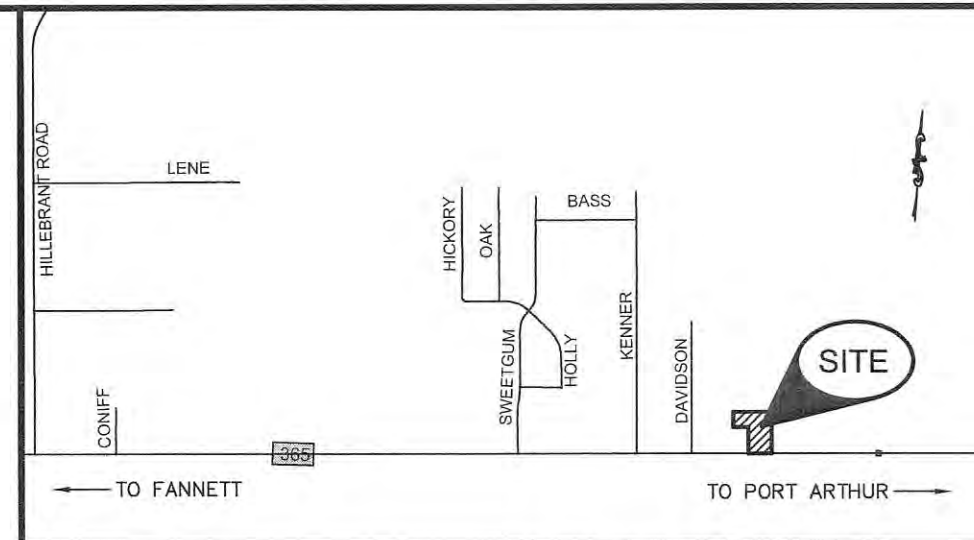
Fernando Ramirez
CHAIRMAN

Pamela D. Langford
SECRETARY

PLAT OF
BOUDREAU PLACE
4.763 ACRES OF LAND
REPLAT OF PART OF LOTS 4 & 5, BLOCK 14
ORANGE FARMS SUBDIVISION
JEFFERSON COUNTY, TEXAS



F.M. HIGHWAY 365
(120' WIDE PUBLIC R.O.W.)
VOL. 741, PG. 64, D.R.C.J.C.



VICINITY MAP
NO SCALE

4.763 ACRES OF LAND
OUT OF BLOCK 14, ORANGE FARMS SUBDIVISION
JEFFERSON COUNTY, TEXAS

BEING 4.763 acres of land, out of and a part of Lots 4 & 5, Block 14, Orange Farms Subdivision, recorded in Volume 5, Page 45 & 46, Map Records, Jefferson County, Texas, being part of a tract of land described in a deed to Clyde A. Boudreau, recorded in File No. 2015015132, Official Public Records, Jefferson County, Texas; said 4.763 acre tract being more fully described by metes and bounds as follows, to-wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a 1/2" steel rod, capped and marked "SOUTEX", found for the Southerly Southwest corner of a (Called 25.00) acre tract of land described in a deed to BMV Division, L.L.C., recorded in File No. 201800369, Official Public Records, Jefferson County, Texas; said 1/2" steel rod being on the North right of way line of a dedicated road named FM Highway 365 and Southeast corner of the herein describe tract, having a Texas Coordinate of N: 13912417.34, E: 3524348.23;

THENCE South 96 deg., 21 min., 32 sec., West (Called West), on the North right of way line of said FM Highway 365, same being the South line of said Boudreau Tract, a distance of 208.51' to a 1/2" steel rod, capped and marked "SOUTEX", set for the Southeast corner of Tract 4-B, recorded in File No. 2021035209, Official Public Records, Jefferson County, Texas; said 1/2" steel rod being the most Southerly Southwest corner of the herein describe tract;

THENCE North 03 deg., 32 min., 42 sec., West, on the East line of said Tract 4-B, a distance of 189.75' to a 1/2" steel rod, capped and marked "SOUTEX", found for the Northeast corner of said Tract 4-B and being an interior corner of the herein described tract;

THENCE South 96 deg., 22 min., 39 sec., West, on the North line of said Tract 4-B, a distance of 123.99' to a 1/2" steel rod, capped and marked "SOUTEX", found for the Northwest corner of said Tract 4-B, on the East line of Tract "A", of said replat; said 1/2" steel rod being an exterior corner of the herein described tract;

THENCE North 03 deg., 36 min., 31 sec., West, on the East line of said Tract "A", a distance of 149.80' to a 1/2" steel rod, capped and marked "SOUTEX", found for the Northeast corner of said Tract "A", and being an interior corner of the herein described tract;

THENCE South 86 deg., 19 min., 10 sec., West, a distance of 199.53' to a 1/2" steel rod found for the Northwest corner of Tract 4-A of said replat; said 1/2" steel rod being on the common line of Lots 3 & 4, of said Block 14 and most Westerly Southwest corner of the herein described tract;

THENCE North 03 deg., 38 min., 37 sec., West, on the common line of said Lots 3 & 4, same being the West line of said Boudreau Tract, a distance of 212.01' to a 1/2" steel rod, capped and marked "SOUTEX", set for the Southwest corner of the (Called 25.00) acre tract, same being the Northwest corner of the herein described tract;

THENCE North 84 deg., 09 min., 11 sec., East, on the South line of the (Called 25.00) acre tract, a distance of 532.38' to a 1/2" steel rod, capped and marked "SOUTEX", found for an interior corner of the (Called 25.00) acre tract, same being the Northeast corner of the herein describe tract;

THENCE South 03 deg., 36 min., 22 sec., East, on a portion of the West line of the (Called 25.00) acre tract, a distance of 571.95' to the POINT OF BEGINNING and containing 4.763 acres of land, more or less.

This description is based on a Lan Survey made by under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on September 14, 2022.

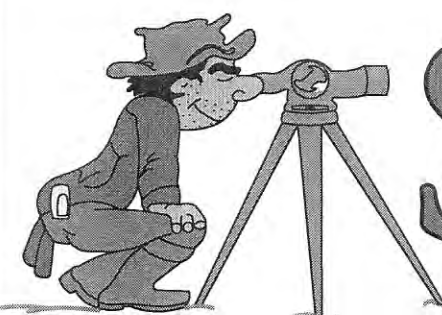
Clyde A. Boudreau & Theresa Boudreau
LS-22-0451-P

- GENERAL NOTES
1. BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH-CENTRAL ZONE, U.S. SURVEY FEET, REFERENCED TO SMARTNET, NA. ELEVATIONS SHOWN REFERENCED TO GEOID 2018 ORTHOMETRIC HEIGHTS.
 2. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE "C". LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP DATED 6/1/1983, PANEL NO. 480385-0290-B.

JOB NO. 22-0451

DRAWN BY: JO

SHEET 1 OF 1



SOUTEX
SURVEYORS

T.B.P.E. FIRM #5755 * T.X.L.S. FIRM #101238

©RIGHTS RESERVED

3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com

XXXX = SITE ADDRESS

E.G. = EXISTING GRADE

M.R.J.C. = MAP RECORDS, JEFFERSON COUNTY

O = FOUND 1/2" STEEL ROD

● = SET 1/2" STEEL ROD CAPPED "SOUTEX"

D.R.J.C. = DEED RECORDS, JEFFERSON COUNTY

O.P.R.J.C. = OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY

Consider and possibly approve Out of State Travel Policy

Motion: Commissioner Alfred

Second: Commissioner Arnold

Approved

Out Of State Travel Policy

When requesting approval OUT OF STATE TRAVEL, the department head or elected official should submit information, along with the request for approval as an agenda item, that addresses the following questions:

1. Is the trip budgeted? If not, how is the trip to be funded?

The trip was not budgeted, but a grant was applied for and awarded that pays for this trip.

2. Is the training mandatory or does the training directly impact the employee's assigned job duties?

Yes, it is a part of a larger grant we received and we are required to participate as well as make a presentation as part of the grant requirements.

3. Does the benefit appear to be worth the cost?

Yes, there is no cost to the County.

4. Is the training available locally or within Texas at a lower cost? No