

SPECIAL, 8/24/2021 10:30:00 AM

BE IT REMEMBERED that on August 24, 2021, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Theresa Goodness , County Clerk

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

Notice of Meeting and Agenda and Minutes
August 24, 2021

Jeff R. Branick, County Judge
 Vernon Pierce, Commissioner, Precinct One
 Darrell Bush, Commissioner, Precinct Two
 Michael S. Sinegal, Commissioner, Precinct Three
 Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
 OF COMMISSIONERS' COURT
 OF JEFFERSON COUNTY, TEXAS
 August 24, 2021**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **24th** day of **August 2021** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

9:30 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

11:00 a.m- WORKSHOP-To receive update from Johnson Controls regarding Energy Conservation Project.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commmlink.htm Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: #The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Vernon Pierce, Commissioner, Precinct One

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PLEDGE OF ALLEGIANCE: Darrell Bush, Commissioner, Precinct Two

PURCHASING:

1. Receive and file Change Order No. 1 for (IFB 21-004/JW) Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) with Jet Aeration of Texas, LLC. to change installation for residence at Shellhammer Road from a grinder pump station to an on-site sewer facility, omission of on-site sewer facility at residence on Gilbert Road, and addition of (4) grinder pump stations (one residence on Brooks Road and three on Boyt Road) for an increase of \$6,275.00, bringing the total contract amount from \$117,909.05 up to \$124,184.25. A revised list of residences receiving sewer improvements under this project is shown on ATTACHMENT A. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture. (TxCDBG Contract No. 7218240); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318 – 326.

SEE ATTACHMENTS ON PAGES 13 - 16

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

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

Action: APPROVED

2. Consider and approve award, execute, receive and file contract for Request for Proposals (RFP 21-024/YS), FEMA Grant Management and Insurance Advisory Services for Jefferson County with Tidal Basin Government Consulting, LLC; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

SEE ATTACHMENTS ON PAGES 17 - 31

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

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

Action: APPROVED

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3. Consider and approve, execute, receive and file Amendment No. 2 for (Agreement 19-039/JW) with LexisNexis and Jefferson County for an extension of Lexis Advance online access subscription for the 136th District Court. This amendment will extend the term of the current agreement for an additional one-year term (September 1, 2021 through August 31, 2022), at a cost of \$80.00 per month.

SEE ATTACHMENTS ON PAGES 32 - 34

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

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

Action: APPROVED

4. Consider, possibly ratify approval, receive and file Texas Realtors Commercial Lease between Eastex Assets LLC and Jefferson County, Texas for the property located at 5550 Eastex Freeway, Beaumont, Tx in the amount of \$13,000. per month. The facility is to be used as an infusion center in response to COVID-19.

SEE ATTACHMENTS ON PAGES 35 - 49

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

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

Action: APPROVED

ADDENDUMS

5. Consider and approve, execute, receive and file Job Order Contract (JOC 21-056/YS) with McInnis Construction, Inc. for Jefferson County Subcourthouse HVAC Damage Repairs in the amount of \$5,386.89; in accordance with Region 5 Contract 20150803.

SEE ATTACHMENTS ON PAGES 50 - 51

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

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

Action: APPROVED

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6. Consider and approve, execute, receive and file Job Order Contract (JOC 21-057/YS) with McInnis Construction, Inc. for Jefferson County Subcourthouse Miscellaneous Extra Repairs in the amount of \$30,355.89; in accordance with Region 5 Contract 20150803.

SEE ATTACHMENTS ON PAGES 52 - 53

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

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

Action: APPROVED

7. Consider and approve a contract renewal for (IFB 19-038/YS), Term Contract for Paper Stock and Envelopes for Jefferson County with Olmsted Kirk Paper Co. and Western-BRW Paper Co.-Bosworth Papers for a second one (1) year renewal from September 7, 2021 through September 6, 2022.

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

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

Action: APPROVED

8. Consider and approve a contract renewal for (IFB 19-040/YS), Term Contract for Road Building Materials for Jefferson County with Gulf Coast, a CRH Company, LD Construction, Martin Marietta Materials, Inc., and Vulcan Construction Materials LLC for a second one (1) year renewal from September 7, 2021 through September 6, 2022.

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

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

Action: APPROVED

COUNTY AUDITOR:

9. Consider and approve budget transfer - Constable Pct. 6 - additional cost for equipment.

120-3070-425-3084	MINOR EQUIPMENT	\$2,754.00	
120-3070-425-1098	OVERTIME ALLOWANCE		\$1,377.00
120-3070-425-5062	TRAVEL EXPENSE		\$1,377.00

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SEE ATTACHMENTS ON PAGES 54 - 54

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

10. Consider and approve budget transfer - R&B Pct. 2 - replacement of truck and equipment due to wreck.

112-0209-431-6042	TRUCKS & TRAILERS	\$110,000.00	
112-0201-431-2003	EMPLOYEES' INSURANCE		\$5,000.00
112-0202-431-1005	EXTRA HELP		\$2,000.00
112-0202-431-1028	LABORERS		\$60,000.00
112-0202-431-2001	F.I.C.A. EXPENSE		\$8,000.00
112-0202-431-2002	EMPLOYEES' RETIREMENT		\$10,000.00
112-0202-431-2003	EMPLOYEES' INSURANCE		\$25,000.00

SEE ATTACHMENTS ON PAGES 55 - 57

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

11. Consider and approve budget transfer - R&B Pct. 3 - additional cost for employee insurance.

113-0301-431-2003	EMPLOYEES' INSURANCE	\$3,000.00	
113-0301-431-1098	OVERTIME ALLOWANCE		\$3,000.00

SEE ATTACHMENTS ON PAGES 58 - 58

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

12. Consider and approve budget amendment - Jail - additional cost for overtime.

120-3062-423-1098	OVERTIME ALLOWANCE	\$190,000.00	
110-2027-412-5055	PETIT JURORS		\$100,000.00

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120-3059-421-1095	EDUCATION PAY		\$40,000.00
120-3059-421-1055	UNION ADMIN ASSISTANT		\$50,000.00

SEE ATTACHMENTS ON PAGES 59 - 59

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

13. Consider and approve budget transfer - R&B Pct. 1 - additional cost for extra help.

111-0102-431-1005	EXTRA HELP	\$3,000.00	
111-0102-431-3079	CRUSHED STONE		\$3,000.00

SEE ATTACHMENTS ON PAGES 60 - 60

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

14. Consider and approve electronic disbursement for \$1,439,451.84 to LaSalle for revenue received from entities for inmate housing.

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

15. Receive and file Financial & Operating Statements – County Funds Only for the Month Ending July 31, 2021.

SEE ATTACHMENTS ON PAGES 61 - 75

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

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16. Consider, approve and authorize the County Judge to execute, receive and file SAVNS Grant Contract No. 2219053 with the Office of the Attorney General for September 1, 2021 – August 31, 2022.

SEE ATTACHMENTS ON PAGES 76 - 107

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

17. Regular County Bills - check #485635 through check#485869.

SEE ATTACHMENTS ON PAGES 108 - 116

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

18. Consider and approve downgrade of Carpenter (position 31131 grade 55) budgeted at \$56,039 to Equipment Operator (position 3122 grade 47) budgeted at \$46,431 for Road & Bridge Pct. 3. The annual net savings is about \$12,283.

SEE ATTACHMENTS ON PAGES 117 - 117

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

COUNTY CLERK:

19. Consider and possibly approve, execute, receive and file a Joint Election Agreement and Election Services Contract between Jefferson County and Hamshire-Fannett ISD for the election to be held on November 2, 2021.

SEE ATTACHMENTS ON PAGES 118 - 131

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

COUNTY COMMISSIONERS:

20. Receive and file Amended Property Tax Agreement between Jefferson County and Coastal Caverns 1, LP for Phases 1 and 2.

SEE ATTACHMENTS ON PAGES 132 - 135

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

21. Receive and file Amended Property Tax Agreement between Jefferson County and Coastal Caverns 1, LP for Phases 3, 4 and 5.

SEE ATTACHMENTS ON PAGES 136 - 140

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

22. Receive and file executed Memorandum of Understanding between Jefferson County and the Garth House regarding the Mickey Mehaffy Children's Advocacy Program, Inc.

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

23. Consider, possibly approve a Resolution and authorize the County Judge to execute an Order to Approve Online Education for County Commissioners.

SEE ATTACHMENTS ON PAGES 141 - 142

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

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24. Consider, possibly approve and authorize the County Judge to execute TxCDBG Initial Acquisition Report for Contract No. 7218240 (regarding easements first-time sewer service).

SEE ATTACHMENTS ON PAGES 143 - 145

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

25. Consider and possibly approve suspension of certain provisions of the Open Meetings Act that allowed telephonic or videoconference meetings of Commissioners Court meetings, per Order of Governor Abbott to be effective September 1, 2021 to assure that all meetings are conducted in full compliance with the Open Meetings Act. (This will not affect a member of the Court to participate by videoconference call if a quorum is actually present at the meeting pursuant to Sec. 551.127).

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

26. Receive and file executed Inter-local Agreement between the Counties of Jefferson, Hardin, Orange and Jasper for the operation of the infusion center to provide treatment patients with COVID-19.

SEE ATTACHMENTS ON PAGES 146 - 151

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

27. Discuss Proposed tax rate for tax year 2021 (fiscal year 2021-2022).

Motion by: Commissioner Pierce

Second by: Commissioner Alfred

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

Action: APPROVED

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28. Consider and approve proposing a tax rate of \$.363184 for tax year 2021 (fiscal year 2021-2022). No public hearing would be required as rate is equal to the No New Revenue Tax Rate.

Motion by: Commissioner Pierce

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

29. Receive and file Continuing Education Transcript for Allison Nathan Getz, Jefferson County Tax Assessor-Collector, who has successfully completed the continuing education requirements of Sec. 6.231(d) of the Texas Property Tax Code.

SEE ATTACHMENTS ON PAGES 152 - 152

Motion by: Commissioner Bush

Second by: Commissioner Alfred

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

Action: APPROVED

ENGINEERING:

30. Execute, receive and file Overweight Vehicle Permit 04-OW-21 and Road Use Agreement to WHC, LLC. to haul equipment and materials for the Exxon Mobil Pipeline Project located in Jefferson County, in Precincts 1 and 4.

SEE ATTACHMENTS ON PAGES 153 - 165

Motion by: Commissioner Pierce

Second by: Commissioner Alfred

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

Action: APPROVED

**Jeff R. Branick
County Judge**



Construction Contract Change Order

A505

Grant Recipient: Jefferson County Select: City County
 Contract No.: ~~7217240~~ **7218240** Change Order No.: 1 Region: SETRPC

Contractor:

JET Aeration of Texas, LLC
21232 IH-10
Vidor, TX 77662

Engineer:

Toby Davis, PE
2615 Calder Avenue, Suite 500
Beaumont, TX 77702

Select Change Order Type(s): Change to Existing Line Items New Items Requested Change in Contract Duration

Grant recipient is requesting Texas Department of Agriculture review to determine eligibility of change order expenses.

Changes to Existing Line Items (Items from original bid or added in previous change order ONLY)

Bid Item #	Item Description	Original Qty.	Proposed Qty.	UOM	Unit Price	Δ Qty.	Change in Contract Price	+
2	Furnish and install Grinder Pump	9	12	EA	\$5,575.00	3	\$16,725.00	-
3	Near Side San. Sewer Connection	5	4	EA	\$900.00	-1	(\$900.00)	-
4	Far Side San. Sewer Connection	4	8	EA	\$1,500.00	4	\$6,000.00	-
6	Construct OSSF 9529 Gilbert	1	0	EA	\$7,850.00	-1	(\$7,850.00)	-
A1	Construct 2" Force Main	1,200	0	LF	\$13.50	-1,200	(\$16,200.00)	-

Contract Change Sub-Total: (\$2,225.00)

New Items Requested (Items WITHOUT a unit price in the original bid)

Provide explanation below (attach separate documentation as appropriate). The Grant Recipient must demonstrate competitive pricing for new items.

Residence at 14410 Shellhammer Road has requested an OSSF rather than a grinder pump station. This line item is added to supply an OSSF.

Bid Item #	Item Description	Original Qty.	Proposed Qty.	UOM	Unit Price	Δ Qty.	Change in Contract Price	+
12	Construct OSSF 14410 Shellhammer		1	EA	\$8,500.00	1	\$8,500.00	-

Contract New Item Sub-Total: \$8,500.00


Justification for Change

	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the TCEQ clearance still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearances still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


Change Order Summary

Original Contract Price:	<input type="text" value="\$117,909.25"/>	Original Contract End Date:	<input type="text"/>
Net Previous Change Order(s):	<input type="text" value="\$0.00"/>	Net change of previous Change Orders (days):	<input type="text"/>
This Net Change Order:	<input type="text" value="\$6,275.00"/>	Increase/Decrease of this Change Order (days):	<input type="text"/>
New Contract Price:	<input type="text" value="\$124,184.25"/>	Change Order Contract End Date	<input type="text"/>
Cumulative % Change:	<input type="text" value="5.322%"/>		


NOTE: Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase greater than 25%.

Grant Recipient Approval (REQUIRED)	
	<input type="text" value="July 27, 2021"/>
Authorized Signature	Date

<input type="text" value="Jeff R. Branick, Jefferson County Judge"/>
Authorized Signatory's Name and Title

Engineer's Recommendation	
	<input type="text" value="7/21/2021"/>
Engineer's Signature	Date

<input type="text" value="Toby J. Davis, PE"/>
Engineer's Name

Contractor's Authorization	
	<input type="text" value="8-13-21"/>
Contractor's Signature	Date

<input type="text" value="SAM Stroud II, owner"/>
Contractor's Name and Title

To receive an email copy of the TDA response, provide contact information below		
Name	Email	+
		-

For TDA office use only			
This Net Change Order:	<input type="text" value="\$6,275.00"/>	Increase/decrease of this Change Order (days):	<input type="text" value="—"/>
Net Change Order Approved:	<input type="text" value="\$6275.00"/>	Increase/decrease of this Change Order Approved:	<input type="text" value="—"/>
Approved Contract Amount:	<input type="text" value="\$124,184.25"/>	Approved Contract Time:	<input type="text" value="—"/>

Notes:

<input type="text" value="Melissa M. Gonzales **for Beth Karwoski"/>	<input type="text" value="8/12/2021"/>
Contract Specialist Signature	Date

Director Signature (optional)	Date



ATTEST:


Theresa Goodness
Interim County Clerk

ATTACHMENT A

Revised List of Addresses for First-Time Sanitary Sewer Improvements Phase VI (TxCDBG Contract No. 7218240)

Last Name	First Name	Address	City	Zip	Type	Provider
Shenk	Donald	14410 Shellhammer Road	Winnie	77665	OSSF	
Hranicky	William	14252 Dubois	Fannett	77705	OSSF	
Danforth	Kim	16539 Sandell	Hampshire	77622	OSSF	
Rosario	Maria	13489 Glenn St	Winnie	77665	sewer	TBCD
Sholars	June	14489 Coon Road	Winnie	77665	sewer	TBCD
Hale	Robert	10105 Lawhon	Beaumont	77713	sewer	WJM
Spikes	Tamara	8787 MLK	Beaumont	77713	sewer	WJM
Landry	Irma	8567 Landry Lane	Beaumont	77713	sewer	WJM
Batiste	Cynthia	6380 Boyt Road	Beaumont	77713	sewer	WJM
Minix	Lorraine	6456 Boyt Road	Beaumont	77713	sewer	WJM
Wheaton	Joe	5870 Cardinal Court	Beaumont	77713	sewer	WJM
Sennet	Johnny	11907 Brooks Road	Beaumont	77713	sewer	WJM
Carrier	Beatrice	6534 Boyt Road	Beaumont	77713	sewer	WJM
Carmon	Diane	6446 Boyt Road	Beaumont	77713	sewer	WJM
Eaglin	Loretta	7685 Boyt Road	Beaumont	77713	sewer	WJM



Professional Services Agreement General Terms and Conditions

This **Professional Services Agreement** ("Agreement") is dated July 01, 2021, by and between **Tidal Basin Government Consulting, LLC** ("Consultant" or "the contractor"), with offices at **126 Business Park Drive, Utica, NY**, and the undersigned **Jefferson County, Texas** (referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

This Agreement expires on June 15, 2023. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with Exhibit A attached hereto. Consultant and Client will agree to specific services to be provided via the issuance of a written Task Order executed by both parties.

3. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.

4. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule, and payment required to complete any services directed by the Client will be dictated through a written task order executed by both parties. Consultant shall promptly notify Client if changes to the Scope of Services or any resulting task orders affect the schedule, level of effort, or payment to Consultant and the schedule and payment shall be equitably adjusted.

6. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement. Consultant's rates are subject to annual Consumer Price Index (CPI) escalations on the annual anniversary of the execution date of the Agreement upon mutual written agreement by each party. The total not-to-exceed will be determined by Task Order provided by the Client.

7. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices in an amount equal to actual hours of services furnished multiplied by the billing rates attached as Exhibit B, and all reasonable expenses directly related to services. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, Client shall pay the undisputed portion. Client shall notify Consultant in writing, within ten (10) days of receipt of the invoice of any exceptions taken. If Consultant and Client do not reach resolve any payment dispute within sixty (60) days of receipt of invoice, the matter will be resolved in accordance with the disputes provisions of this Agreement. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on any unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. Client's failure to pay undisputed invoiced amounts within sixty (60) days after receipt of invoice shall constitute a material breach of this Agreement. Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

8. INDEMNITY

To the extent permitted by law, Consultant agrees to indemnify, defend and hold harmless Client from and against any and all loss, damage, claim or liability (including, without limitation reasonable attorney's fees) incurred by or imposed on the Client by reason of or in connection with Consultant's performance of the Scope of Services under this Agreement; provided, however, that Consultant shall not, and shall not be obligated to, indemnify, defend or hold harmless Client from or against any loss to the extent the loss arises from or is related to the Client's actions or inactions, including negligence and willful misconduct. Upon notice from Client of any action or proceeding subject to the indemnification in this section, Consultant agrees to defend the Client in the action or proceeding, subject to a reservation of rights.



Professional Services Agreement General Terms and Conditions

9. INSURANCE

Consultant shall maintain insurance with the following required coverage and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation:	Statutory; Blanket waiver of subrogation should be included; if it is not, carrier to endorse policy to name TBGC LLC under coverage
Commercial General Liability:	\$1,000,000 per occurrence \$2,000,000 aggregate
Comprehensive General Automobile:	\$1,000,000 combined single limit, including hired and non-owned coverages
Professional Liability:	\$1,000,000 per occurrence \$3,000,000 aggregate
Umbrella/Excess Liability	\$5,000,000

Description: Certificate holder is additional insured on a primary non-contributory basis. Waiver of subrogation applies. Umbrella/excess liability is written on a follow form coverage.

10. WORK PRODUCT

Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Product"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.

11. LIMITATION OF LIABILITY

No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and sub-consultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the revenue received by Consultant

under this Agreement or one hundred fifty thousand dollars (U.S. \$150,000.00), whichever is greater.

12. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

13. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

14. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

15. TERMINATION

- A. Termination for Convenience. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus all costs arising from or related to the termination.
- B. Termination for Default. If either party breaches or defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.

16. DISPUTE RESOLUTION

Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner. Upon mutual agreement of the parties, disputes shall be resolved through mediation by a professional mediator. If either party objects to mediation, or if mediation does not resolve any dispute or that arises under this Agreement, within ninety (90) days after either party requests mediation, the dispute or conflict shall be resolved through arbitration. Mediation and arbitration under this section shall be governed by the American



**Professional Services Agreement
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Arbitration Association’s Commercial Arbitration Rules and Mediation Procedures.

17. COOPERATIVE PURCHASING

It is the intent of Client to allow other governments and other governmental agencies utilize this contract by entering into a Cooperative Purchasing Agreement to the extent permissible by local and state law. The Cooperative Purchasing Agreement will stipulate that any modifications or changes to this document and resulting contract(s) including but not limited to Consultant requirements, scope, or price shall be submitted to Client in writing for acceptance and approval as the originator of the contract.

18. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

19. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client: Jefferson County
Attention: [Insert]
Address: [Insert]
[Insert]

Consultant: Tidal Basin Government Consulting, LLC
Attention: William J. Slater
Address: 126 Business Park Drive
Utica, NY 13502

20. MISCELLANEOUS

A. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

B. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue

in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

C. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and the body of federal procurement law, as applicable.

D. Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of the contract. Client shall have access to records, documents and information collected and/or maintained by Consultant in the course of the administration of the Agreement. Upon reasonable notice, and at reasonable times, Consultant shall make this information accessible to Client at Consultant’s place of business for purposes of inspection, reproduction and audit.

E. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

F. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within four (4) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes its Scope of Services under this Agreement.

G. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

H. This Agreement is in compliance with current federal contracting requirements as outlined within 2 C.F.R. § 200.326 and 2 C.F.R. Part 200 and as stated within Appendix 1 “2 C.F.R. § 200.326 Required Clauses” if applicable.



Professional Services Agreement
General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Jefferson County, Tx

William Slater

Tidal Basin Government Consulting, LLC

By: Jeff Branick
As its: County Judge
Date: August 24, 2021

By: William J. Slater
As its: Vice President
Date: July 01, 2021

ATTEST:

Theresa Goodness
Interim County Clerk





SCHEDULE A – “Scope of Work”

SCOPE OF SERVICES

Tidal Basin will assist [client name] in managing the claim development and administration under Federal and State Disaster Programs, and any proceeding disasters during the term of this contract. Such Federal Programs may include but are not limited to: FEMA Public Assistance (PA), FEMA 404 Hazard Mitigation Grant Program (HMGP), HUD Community Development Block Grant Disaster Recovery, Federal Highway Emergency Relief Program, Federal Transit Administration, and Small Business Administration. Examples of Disaster Recovery services that may be required, include:

I. FEMA Public Assistance Advisory Services

1. Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues, at the request of the client
3. Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013.
4. Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed.
5. Provide technical assistance, as requested. Technical assistance may involve engineering and architectural support, among other types of assistance.
6. Help assess damage to public infrastructure components, transportation systems, and facilities, as needed.
7. Obtain, analyze and gather field documentation, including gathering relevant records in order to extract pertinent information necessary for submittal including timekeeping and staff assignment records.
8. Review for all data and supporting documentation to determine whether costs appear eligible and are adequately supported.
9. Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions and Dimensions (“DDD”) and a project’s Scope of Work (“SOW”).
10. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act.
11. Evaluate alternate and/or improved projects.
12. Review Project Worksheets to determine final eligible costs and third-party refunds and reimbursements.
13. Reconcile eligible costs and prepare Project Worksheet versions, as necessary.



14. Prepare first and second appeals, as requested.
15. Monitor reconstruction efforts, actual versus PW scope of repair, and progress payments.
16. Perform PW closeouts.
17. Prepare appeals and arbitration, as required.
18. Respond to audit findings, as required.

II. FEMA 404 and 406 Hazard Mitigation Expertise

1. Assist in identifying, developing and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.
2. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

III. Financial and Grant Management Support

1. Advise on FEMA's rules, practices and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
2. Provide general grant management advice.
3. Perform internal controls assessment.
4. Conduct pre-audit activities and prepare documentation for audit.
5. Meet as necessary with City/County/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services related to Federal and State regulations.
6. Prepare reports for the State and FEMA, as needed.
7. Provide oversight of contractors' billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed.
8. Categorize, record, track and file costs in support of the financial reimbursement process. Track Project Worksheet status and status of payment from the State.
9. Assist in providing interagency (Federal, State, County, City) coordination and technical support, as well as identifying funding resources that may be available to assist in the long-term recovery process.

IV. Public Insurance Adjustment Support

1. Work with the County to identify any potential insurance claims.
2. Work with the County's insurance carrier(s) to ensure maximum insurance coverage is applied to impacted facilities.
3. Work with FEMA and the State to ensure proper insurance coverage is applied to project worksheets.



**Professional Services Agreement
General Terms and Conditions**

1.



**Professional Services Agreement
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**Professional Services Agreement
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SCHEDULE B – “Fee Structure” [Project Accounting to add]

Pricing	
Position	Hourly Rate
Engagement Manager	\$255.00
Project Manager	\$195.00
Subject Matter Expert	\$185.00
Senior Consultant	\$180.00
Consultant	\$165.00
Public Adjusting is 5% fixed percentage contingency fee as compensation for services performed pursuant to this RFP.	

Travel expenses will be billed to the client at cost, without mark-up.



Appendix 1

2 C.F.R. § 200.326 and 2 CFR Part 200, Appendix II, Required Contract Clauses [If applicable]

I. During the performance of this Agreement and any subsequent Task Order, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless



Professional Services Agreement General Terms and Conditions

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

II. Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

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

III. Clean Air Act



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

IV. Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*
- (2) The contractor agrees to report each violation to the City of Goldsboro and understands and agrees that the City of Goldsboro will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

V. Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City of Goldsboro. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Goldsboro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



VI. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

VII. Procurement of Recovered Materials

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

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

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

VIII. Access to Records

- (1) The contractor agrees to provide to City of Goldsboro, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

IX. DHS Seal, Logo, and Flags



**Professional Services Agreement
General Terms and Conditions**

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

X. Compliance with Federal Law, Regulations, Executive Orders

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

XI. No Obligation by Federal Government

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

XII. Program Fraud and False or Fraudulent Statements or Related Acts

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



Appendix 2

CERTIFICATION REGARDING LOBBYING

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Tidal Basin Government Consulting, LLC

By: _____
As its: _____
Date: _____

"Subscriber" Name: 136 th District Court
Account Number: 100012OK8
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

- 2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	1
-------------------------------------------------	----------

- 2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.
- 2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.
- 2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.
- 2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.
- At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
 - If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Product and Charges

- 3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis product offering described below. The term of Subscriber's commitment for the Lexis product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.



**LEXIS® SUBSCRIPTION AMENDMENT
FOR STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER)**

Lexis Content & Features		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	1
TX Practice Library	1010629	1
All Briefs, Pleadings and Motions	1010612	1
News	1010610	1

- 3.2. During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.
- 3.3. In exchange for access to the Lexis Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
9/1/2021-8/31/2022	\$80

- 3.4. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.


(Initial)

Subscriber elects access to the Alternate Materials

- 3.5. Use of Lexis under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).
- 3.6. LN may temporarily suspend access to Lexis until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.
- 4. **Closed Offer**
The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before **N/A**
- 5. **Confidential Information**
Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in



LEXIS® SUBSCRIPTION AMENDMENT FOR STATE/LOCAL GOVERNMENT (EXISTING SUBSCRIBER)

trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
(b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
(c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: 136th District Court
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: [Signature]
Printed Name: Jeff R. Branick
Job Title: Jefferson County Judge
Date: August 24, 2021
Number of Professional Users: (1)

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature: [Digital Signature]
Name: Roslan, Joshua
Job Title: Joshua
Date: 20:21.08.13
Digitally signed by Roslan, Joshua (LNG-DAY)
Date: 20:21.08.13 08:20:53 -04'00'

ATTEST DATE

[Signature] 8/24/2021





COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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7.	Utilities	4	<input type="checkbox"/>	Commercial Lease Addendum for Broker's Fee (TXR-2102)	
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9.	Use and Hours	6	<input type="checkbox"/>	Commercial Lease Addendum for Extension Option (TXR-2104)	
10.	Legal Compliance	6	<input type="checkbox"/>	Commercial Lease Addendum for Percentage Rent (TXR-2106)	
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12.	Access By Landlord	7	<input type="checkbox"/>	Commercial Landlord's Rules and Regulations (TXR-2108)	
13.	Move-In Condition	7	<input type="checkbox"/>	Commercial Lease Guaranty (TXR-2109)	
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15.	Maintenance and Repairs		<input type="checkbox"/>	Commercial Lease Addendum for Optional Space (TXR-2110)	
	A. Cleaning	7	<input type="checkbox"/>	Commercial Lease Addendum for Construction (TXR-2111) or (TXR-2112)	
	B. Conditions Caused by a Party	8	<input type="checkbox"/>	Commercial Lease Addendum for Contingencies (TXR-2119)	
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16.	Alterations	9	<input type="checkbox"/>		
17.	Liens	9	<input type="checkbox"/>		
18.	Liability	9	<input type="checkbox"/>		
19.	Indemnity	10	<input type="checkbox"/>		
20.	Default	10	<input type="checkbox"/>		
21.	Abandonment, Interruption of Utilities, Removal of Property & Lockout	10	<input type="checkbox"/>		
22.	Holdover	10	<input type="checkbox"/>		
23.	Landlord's Lien & Security Interest	11	<input type="checkbox"/>		

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COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: Eastex Assets LLC _____ ; and

Tenant: Jefferson County _____

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) **Multiple-Tenant Property:** Suite or Unit Number 2 containing approximately 6,565 square feet of rentable area in Eastex Emergency Center (project name) at 5550 Eastex Freeway (address) in Beaumont (city), Jefferson (county), Texas, which is legally described on attached Exhibit _____ or as follows: North Auto Park Lt 2 .522 Ac, 5550 Eastex Frwy as identified by the Jefferson County Appraisal District.

(2) **Single-Tenant Property:** The real property containing approximately _____ square feet of rentable area at: _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows: _____

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area will will not be adjusted if re-measured.

3. TERM:

A. **Term:** The term of this lease is month to month months and _____ days, commencing on: the date that State of Texas confirms agreement to provide personnel (Commencement Date) and ending on 15 days after the Tenant delivers written notice to Landlord (Expiration Date).

B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

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^{DS}
SP

, _____, and Tenant: _____

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complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
<u>Start Date</u>	<u>End Date</u>	/ rsf / month	/ rsf / year	13,000.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (Check all that apply.):

- (1) Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
- (2) Commercial Lease Addendum for Percentage Rent (TXR-2106)
- (3) Commercial Lease Addendum for Parking (TXR-2107)
- (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before Upon confirmation by the State of Texas that they of Texas that they will provide personnel for this project.

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Eastex Assets LLC
Address: 1803 Willow Lakes Dr., Sugarland, TX 77479

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

(1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

(2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

(3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

~~A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:~~

~~(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)~~

(a) \$1,000,000; or

(b) \$2,000,000.

~~If neither box is checked the minimum amount will be \$1,000,000.~~

~~(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and~~

~~(3) business interruption insurance sufficient to pay 12 months of rent payments;~~

~~B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.~~

~~C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:~~

~~(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or~~

~~(2) exercise Landlord's remedies under Paragraph 20.~~

~~D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.~~

~~E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately~~

5550 Eastex Freeway

Commercial Lease concerning: Beaumont, TX 77708

after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

A. Tenant may use the leased premises for the following purpose and no other: Medical related facility

_____.

B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.

C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): At Tenant's sole discretion.

_____.

10. LEGAL COMPLIANCE:

A. Tenant may not use or permit any part of the leased premises or the Property to be used for:

- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
- (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
- (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
- (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
- (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
- (6) the permanent or temporary storage of any hazardous material; or
- (7) _____

_____.

B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.

C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

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SP

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- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last _____ days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic

emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Foundation, exterior walls, roof, and other structural components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Glass and windows	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Fire protection equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Fire sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Parking areas and walks	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) Plumbing systems, drainage systems and sump pumps	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Electrical systems, mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) Ballast and lamp replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) HVAC system replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Signs and lighting:			
(a) Pylon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Facia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Monument	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Door/Suite	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Other: <u>At Tenant's discretion</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) Extermination and pest control, excluding wood-destroying insects.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) Fences and Gates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Storage yards and storage buildings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(18) Wood-destroying insect treatment and repairs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(19) Cranes and related systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(21) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) All other items and systems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

- E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant is is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.
- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

~~19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.~~

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

(TXR-2101) 4-1-14

Initialed for Identification by Landlord:

^{DS}
SP

, _____, and Tenant: _____



Page 11 of 15

B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.

B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.

C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.

D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.

E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.

B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

(TXR-2101) 4-1-14 Initialed for Identification by Landlord DS
SP, _____, and Tenant: _____,  _____ Page 12 of 15

5550 Eastex Freeway

Commercial Lease concerning: Beaumont, TX 77708

health or safety of an ordinary person, except: _____

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. ~~The brokers to this lease are:~~

Principal Broker: _____	Cooperating Broker: _____
Agent: _____	Agent: _____
Address: _____	Address: _____
Phone & Fax: _____	Phone & Fax: _____
E-mail: _____	E-mail: _____
License No.: _____	License No.: _____

~~Principal Broker: (Check only one box)~~

- ~~represents Landlord only.~~
- ~~represents Tenant only.~~
- ~~is an intermediary between Landlord and Tenant.~~

Cooperating Broker represents Tenant.

B. ~~Fees:~~

- ~~(1) Principal Broker's fee will be paid according to: (Check only one box).~~
 - ~~(a) a separate written commission agreement between Principal Broker and: Landlord Tenant.~~
 - ~~(b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).~~
- ~~(2) Cooperating Broker's fee will be paid according to: (Check only one box).~~
 - ~~(a) a separate written commission agreement between Cooperating Broker and: Principal Broker Landlord Tenant.~~
 - ~~(b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).~~

33. **ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. **NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: Eastex Assets, LLC
Address: 1803 Willow Lakes Dr., Sugarland, TX 77479

5550 Eastex Freeway

Commercial Lease concerning: Beaumont, TX 77708

Phone: (832)922-9596

Fax: _____

and a copy to: _____

Address: _____

Phone: _____

Fax: _____

Landlord also consents to receive notices by e-mail at: pirali5@windstream.net

Tenant at the leased premises,

and a copy to: Judge Jeff Branick

Address: 1149 Pearl St., Beaumont, TX 77701

Phone: (409)835-8599

Fax: _____

Tenant also consents to receive notices by e-mail at: dclark@co.jefferson.tx.us

35. SPECIAL PROVISIONS:

Landlord delivers the property "as-is, where-is" without warranty or representation as to the suitability of the property for Tenant's use.

Commencement begins on the date in which the State of Texas confirms to Judge Branick that they will provide personnel to the County for this project. Rent will also begin that day and be due on the same date each month.

During Tenant's occupancy, Landlord may continue to market the property for lease. With 60 days written notice, Landlord may require the Tenant to vacate the property.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

(TXR-2101) 4-1-14

Initialed for Identification by Landlord: SP

^{DS}
SP

, _____, and Tenant: _____



Page 14 of 15

5550 Eastex Freeway

Commercial Lease concerning: Beaumont, TX 77708

- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Eastex Assets LLC

Tenant: Jefferson County

By: _____

By: _____

DocuSigned by:

By (signature): Shiraz Pirali
 Printed Name: Shiraz Pirali
 Title: Managing Partner Date: 8/12/2021

By (signature): Jeff Frank
 Printed Name: Jeff Frank
 Title: County Judge Date: 8/11/21

By: _____

By: _____

By (signature): _____
 Printed Name: _____
 Title: _____ Date: _____

By (signature): _____
 Printed Name: _____
 Title: _____ Date: _____

ATTEST:

Theresa Goodness
 Theresa Goodness
 Interim County Clerk



JEFFERSON COUNTY

215 FRANKLIN STREET, SUITE 202
BEAUMONT, TEXAS 77701

**RISK MANAGEMENT**

PHONE: (409) 835-8672
FAX: (409) 835-8634

Whom It May Concern:

Please accept this letter as evidence of liability coverage for Jefferson County and its employees through a qualified self-insurance program. The program provides liability coverage for County employees in the performance of their duties and responds to actions brought under the Texas Tort Claims Act, § 101.001 et seq., the Federal Civil Rights Act, § 42 U.S.C., 1983, and other applicable statutes.

The liability of Jefferson County for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are \$100,000 per person / \$300,000 for each single occurrence of bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, Jefferson County, as a Governmental Agency, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits. Jefferson County does not waive sovereign immunity.

The County's self-insurance program is managed by the Commissioners Court for the sole purpose of providing defense of and payment of claims against the County and its officers, employees, and members of boards and commissions when and while acting in the ordinary course of their duties, powers, and functions.

The County acknowledges that it is a political subdivision of the State of Texas and is subject to and complies with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, et. seq., and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury, or death.

Please do not hesitate to contact me should you have any questions or require any additional information.

Sincerely,

Kim Isaacs

Kim Isaacs

Risk & Benefits Manager



JOC 21-0501/ES

Final Estimate
 Kyle Kelley
 McInnis Construction
 20150803 - Region 5 JOC ESC McInnis - Basic Contract Year - 1/01/2018 to 12/31/2018
 Jefferson County Sub Courthouse HVAC Damage Repairs - 2117

Estimator: Kyle Kelley

Jefferson County Sub Courthouse HVAC Damage Repairs

Division Summary (MFO4)

01 - General Requirements	\$4,450.72
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	\$2,563.10
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	
Trades	
Assemblies	
FMR	
MFO4 Total (Without totalling components)	\$7,013.82

Totalling Components

Priced Line Items	\$7,013.82
RSMeans BEAUMONT, TX CCI 2021, 84.40%	\$1,094.16

Region 5 JOC ESC McInnis Standard (-9.0000%)	\$632.77
Nonpriced Line Items	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$2,087.60
Labor:	\$4,269.52
Equipment:	\$0.00
Other:	\$656.70
Labor hours:	5.71
Green Line Items:	\$0.00

Priced/Non-Priced

Total Priced Items:	6	\$7,013.82	0.00%
Total Non-Priced Items:	0	\$0.00	
	6	\$7,013.82	

Grand Total \$5,386.89

Kyle Kelley

Kyle Kelley
 Project Manager
 McInnis Construction
 8/19/2021

Jeff Brantley
 JEFFERSON COUNTY, TEXAS
 Jeff Brantley, County Judge



Theresa Goodness
 Theresa Goodness
 Interim County Clerk

Final Estimate

Estimator: Kyle Kelley

Jefferson County Sub Courthouse HVAC Damage Repairs

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-21-53-50-0550-L Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum	Costs	4,378.0000	9.0000%	\$394.02	RSWZ1FAC L, O&P
2	01-31-13-20-0240 Field personnel, superintendent, minimum	Week	1.0000	\$3,400.00	\$3,400.00	RSWZ1FAC L, O&P
3	01-31-13-50-0200 Mark-up, general Contractors mark-up for change of scope as bid, extra work by sub-contractors, add	%	4,378.0000	10.0000%	\$437.80	RSWZ1FAC O&P
4	01-31-13-70-0220 Overhead, general Contractors mark-up on total, including O&P for handling sub-contracts, minimum	%	4,378.0000	5.0000%	\$218.90	RSWZ1FAC O&P
01 - General Requirements Total						\$4,450.72
09 - Finishes						
5	09-51-23-30-0800 Complete suspended ceilings, mineral fiber, lay-in board, 2' x 2' x 3/4", on 15/16" S.F. T bar suspension, include standard suspension system, excl. 1-1/2" carrier channels	S.Y.	96.0000	\$6.10	\$585.60	RSWZ1FAC M, L, O&P
6	09-68-13-10-5060 Carpet tile, tufted nylon, 42 oz., 18" x 18" or 24" x 24"	S.Y.	35.0000	\$56.50	\$1,977.50	RSWZ1FAC M, L, O&P
09 - Finishes Total						\$2,563.10
Estimate Grand Total						5,386.89



Final Estimate
 Kyle Kelley
 McInnis Construction
 20150803 - Region 5 JOC ESC McInnis - Basic Contract Year - 1/01/2018 to 12/31/2018
 Jefferson County Sub Courthouse Misc Extras - 2117-#3

JK 21-0571 Yes

Estimator: Kyle Kelley **Jefferson County Sub Courthouse Misc Extras**

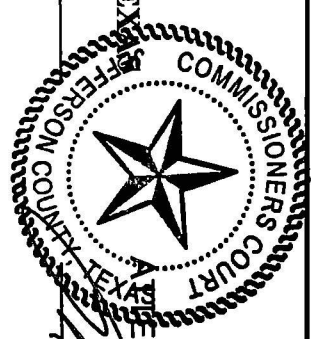
Division Summary (MF04)		
01 - General Requirements		\$12,951.44
02 - Existing Conditions		
03 - Concrete		
04 - Masonry		
05 - Metals		
06 - Wood, Plastics, and Composites		
07 - Thermal and Moisture Protection		
08 - Openings		\$18,972.40
09 - Finishes		
10 - Specialties		
11 - Equipment		
12 - Furnishings		
13 - Special Construction		
14 - Conveying Equipment		
21 - Fire Suppression		
22 - Plumbing		
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		
25 - Integrated Automation		
Totalling Components		
Priced Line Items	\$39,523.84	
RSMeans BEAUMONT, TX CCI 2021, 84.40%	\$6,165.72	
Region 5 JOC ESC McInnis Standard (-9.0000%)		\$3,002.23
Nonpriced Line Items		
Priced/Non-Priced		
Total Priced Items:	9	\$39,523.84
Total Non-Priced Items:	0	\$0.00
	9	\$39,523.84
Grand Total		
		\$30,355.89

Material, Labor, and Equipment Totals (No Totalling Components)	
Material:	\$15,311.70
Labor:	\$20,367.49
Equipment:	\$0.00
Other:	\$3,844.65
Labourhours:	78.54
Green Line Items:	\$0.00

Kyle Kelley

Kyle Kelley
 Project Manager
 McInnis Construction
 8/19/2021

JEFFERSON COUNTY, TEXAS
 JEFFERSON COUNTY JUDGE
 Jeff Branick



THERESA GOODNESS
 Interim County Clerk

Final Estimate

Estimator: Kyle Kelley

Jefferson County Sub Courthouse Misc Extras

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-21-63-50-0550-L Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum	Costs	25,631.0000	9.0000%	\$2,306.79	RS/M2/FAC L, O&P
2	01-31-13-20-0240 Field personnel, superintendent, minimum	Week	2.0000	\$3,400.00	\$6,800.00	RS/M2/FAC L, O&P
3	01-31-13-50-0200 Mark-up, general Contractors mark-up for change of scope as bid, extra work by sub-contractors, add	%	25,631.0000	10.0000%	\$2,563.10	RS/M2/FAC O&P
4	01-31-13-70-0220 Overhead, general Contractors mark-up on total, including O&P for handling sub-contracts, minimum	%	25,631.0000	5.0000%	\$1,281.55	RS/M2/FAC O&P
01 - General Requirements Total					\$12,951.44	
09 - Finishes						
5	09-51-23-30-0800 Complete suspended ceilings, mineral fiber, lay-in board, 2' x 2' x 3/4", on 15/16" T bar suspension, include standard suspension system, excl. 1-1/2" carrier channels	S.F.	1,261.0000	\$6.10	\$7,692.10	RS/M2/FAC M, L, O&P
6	09-65-16-10-8250 Resilient flooring, vinyl sheet goods, backed, intricate pattern/colors, .125" thick	S.F.	865.0000	\$11.40	\$9,861.00	RS/M2/FAC M, L, O&P
7	09-91-23-72-1300 Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 3 coats, sand finish, brushwork	S.F.	830.0000	\$1.71	\$1,419.30	RS/M2/FAC M, L, O&P
09 - Finishes Total					\$18,972.40	
Alternate						
8	23000 GRILLS REPLACEMENT IN WORKING AREAS	LSUM	1.0000	\$5,800.00	\$5,800.00	CUSTOM M, L, B
9	26000 REPLACEMENT OF 2 EXIT LIGHTS AND 6 LAY IN LIGHTS	LSUM	1.0000	\$1,800.00	\$1,800.00	CUSTOM M, L, B
Alternate Total					\$7,600.00	
Estimate Grand Total					30,355.89	

JOE "QB" STEVENSON
Constable Precinct 6



1225 Pearl Street, Suite 101A
Beaumont, TX 77701-3639
Telephone: (409) 839-2339
Facsimile: (409) 839-2390

Memo

Date: 8/16/21
To: Fran Lee, Financial Manager
From: Constable's Office Precinct 6 Fax Number: (409) 839-2390
RE: Transfer Line Item
Priority: [Urgent]

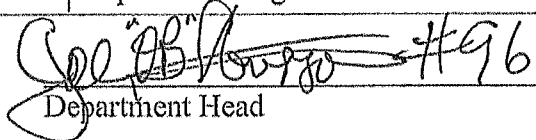
Line-item Transfer Amendment

DATE: August 16, 2021

Honorable Commissioners Court of Jefferson County:

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	Overtime Allowance	120 3070 425	10-98	\$ 1,377.00
	Travel Expense	120 3070 425	50-62	\$ 1,377.00
To:	Minor Equipment	120 3070 425	3084	
Reason:	Amount to cover purchase orders for three required docking stations and adapters for tough book holders for three Precinct 6 vehicles			


Department Head

Approved: County Judge for Commissioners Court

Attest: County Clerk

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: AUGUST 18, 2021

The following budget transfer for Road & Bridge Pct 2 is necessary for replacement of truck and equipment due to wreck.

112-0209-431-6042	Capital – Trucks & Trailers \$110,000	
112-0201-431-2003	Employees' Insurance	\$5,000
112-0202-431-1005	Extra Help	2,000
112-0202-431-1028	Laborers	60,000
112-0202-431-2001	FICA	8,000
112-0202-431-2002	Employees' Retirement	10,000
112-0202-431-2003	Employees' Insurance	25,000



PRODUCT PRICING SUMMARY
GOODBUY 17-17 8F000 VEHICLES
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: JEFFERSON COUNTY PCT #2 Prepared by: KEN DURBIN
 Contact: MIKE TRAHAN O-727-2173 Phone: MO # 409-284-1009
 Email: MTRAHAN@CO.JEFFERSON.TX.US Email: KDURBIN.COWBOYFLEET@GMA
 Product Description 2021 FORD F-SERIES MEDIUM DUTY F-750 Date: August 12, 2021

A. Bid Item: 7 A. Base Price: \$ **52,408.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
F7D	F750 REGULAR CAB DIESEL 300 HP	\$ 6,845.00		WHITE EXT / GRAY INT	
41A	PTO PROVISION	\$ 895.00			
67C	AIR BRAKES	\$ 2,180.00		84"CA	
62D	AIR DRYER	\$ 460.00			
881	30/70 VINYL SEATING	\$ 395.00	1	7/8 YARD DUMP BODY PAINTED	\$ 22,845.00
47N	23,000 LB SINGLE SPD AXLE	\$ 2,320.00		BLACK & 12" BOARD SIDE	
1	2 CONVEX MIRRORS	\$ 85.00		MUD FLAPS / CLASS # 5 HITCH	
1	FRONT 11R22.5 MICHELIN TIRES	\$ 199.00		INCLUDES PTO & ROLL COVER	
1	REAR 11R22.5 MICHELIN TIRES	\$ 310.00			
65Q	65 US GALLON FUEL TANK	\$ 425.00	16V	VOLTMETER	\$ 100.00

Total of B. Published Options: \$ 37,059.00

Published Option Discount (5%) \$ (1,510.70)

C. Additional Options [not to exceed 25%]

\$= 4.4 %

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG	\$ 125.00	FORD REAR AIR LINE SYSTEM & LITE PLUG	\$ 525.00
H.D. 3 HEADACHE RACK-CAB PROTECTTOR	\$ 1,795.00	SETUP.	
H.D. REAR SPRINGS 31K CAP.	\$ 1,445.00		
FRONT TOW HOOKS	\$ 75.00		

Total of C. Unpublished Options: \$ 3,965.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **880.45**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **220.11**

F. Contract Price Adjustment: \$ **-**

G. Additional Delivery Charge: 0 miles \$ **-**

H. Subtotal: \$ **93,021.86**

I. Quantity Ordered 1 x K= \$ **93,021.86**

J. Trade in: \$ **-**

K. GOODBUY Administrative Fee (\$300 per purchase order) \$ **300.00**

LONE STAR TRENCHER PARTS LLC

10157 IH 35N STE.A

SAN ANTONIO, TX 78233

210-492-5960

FAX 210-492-3043

RICK@LONESTARTRENCHER.COM

EARL@LONESTARTRENCHER.COM

08/12/2021

QUOTE

GOOD FOR 30 DAYS

PRODUCT DESCRIPTION

Complete **HYDRAULIC TRUCK CONVEYOR** to fit all standard dump bodies with a maximum width of 96" (outside measurements). For wider dump bodies we have models that accommodate up to 103" dump bodies. For pricing on these extended models please inquire directly. All models includes: Two corner filler plates, a hot asphalt belt driven by a hi-torque, low speed hydraulic motor and manually operated feedgate. All brackets to mount dump body, two taillights, one cluster, two 5' hoses are included.

Standard color is Flambeau Orange. Special paint/color is additional \$250.00.

MODEL 1800G (18" Belt Width, Greasable Bearings on Idler Pulleys for Salt & Sand Application)..... \$9,309.00
Order # 18002G Shipping Wt. 1200#

DEFLECTOR PLATE - For Shouldering..... \$80.00
Order #121825 Shipping Wt. 38#

MODEL 1218P - Power Unit 16 HP Briggs..... \$4,392.00
Order #121829B Shipping Wt. 380#

ELECTRIC VALVE OPTION - For Cab Control of Model 1218P..... \$390.00
Order #121828B Shipping Wt. 5#

DUAL CONTROL VALVE USED W/CONVEYOR \$592.96
ORDER # 1307 WITH A SANDING ATTACHMENT

EST. SHIPPING

\$1450.00

**THANKS
Rick**

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: AUGUST 18, 2021

The following budget transfer for Road & Bridge Pct 3 is necessary for additional cost for employee insurance to finish the year.

113-0301-431-2003	Employee Insurance	\$3,000	
113-0301-431-1098	Overtime		\$3,000



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

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

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

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

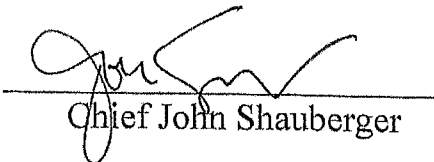
TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shaubarger
Jefferson County Sheriff's Office

RE: Transfer Funds FY 2021

DATE: August 18, 2021

Please transfer \$100,000 from budget account 110-2027-412-50-55 (Petit Jurors), \$40,000 from budget account 120-3059-421-10-95 (Education Pay) and \$50,000 from budget account 120-3059-421-10-55 (Union Admin) to 120-3062-423-10-98 (Overtime) for overtime at the Correctional Facility.



Chief John Shaubarger

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



Office (409) 835-8442
Fax (409) 835-8628
vpierce@co.jefferson.tx.us

Vernon Pierce
Jefferson County
Commissioner Pct. #1

MEMORANDUM

TO: Fran Lee, Auditing
FROM: Ann Shorts, Pct. #1 Road and Bridge
DATE: 08-19-2021
RE: Budget Transfer Extra Help

	Rental Equipment			
Transfer to Acct. #	111-0102-431-10-05	Extra Help	\$ 3,000	
Transfer from Acct.#	111-0102-431-30-79	Crushed Stone		\$ 3,000

Please put this on the agenda for Tuesday August 24, 2021, for Court's approval.

Thank you,

Pct. #1 Road and Bridge

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending July 31, 2021



Patrick Swain - County Auditor

PATRICK SWAIN
 COUNTY AUDITOR
 (409) 835-8500



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

August 16, 2021

Honorable Commissioners Court:
 Judge Jeff R. Branick
 Commissioner Vernon Pierce
 Commissioner Darrell Bush
 Commissioner Michael "Shane" Sinegal
 Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of July 31, 2021 together with the results of operations of the budget for the tenth period then ended.

Revenue:

Total budgeted revenue collected for the ten months ending July 31, 2021 is \$124,335,013. Budgeted Revenues are \$129,016,051 leaving \$4,681,038 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$88,056,651 for the first ten months of the year. This amount represents 98.7% of the budgeted amount of \$89,216,753.

Sales Taxes:

Eighty-nine percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$25,650,000.

Page Two

Licenses & Permits:

Revenue from Licenses & Permits have exceeded the budgeted amount of \$446,500 by \$231,469.

Intergovernmental:

Ninety-two percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,195,873.

Fees:

Ninety-five percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,690,325 for the year.

Fines and Forfeitures:

Eighty-five percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,475,000.

Interest:

Forty-two percent of revenue from Interest have been collected. Revenues from Interest are budgeted to be \$314,600.

Other Revenues:

Revenue from Other Revenues have exceeded the budgeted amount of \$27,000 by \$4,042.

Expenditures:

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

Page Three

Expenditures are budgeted to be \$141,091,368, which includes General Funds and debt service funds, excluding budgeted transfers of \$2,801,938 for the fiscal year ending September 30, 2021.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Swain', with a long horizontal stroke extending to the right.

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING JULY 31, 2021
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending July 31, 2021

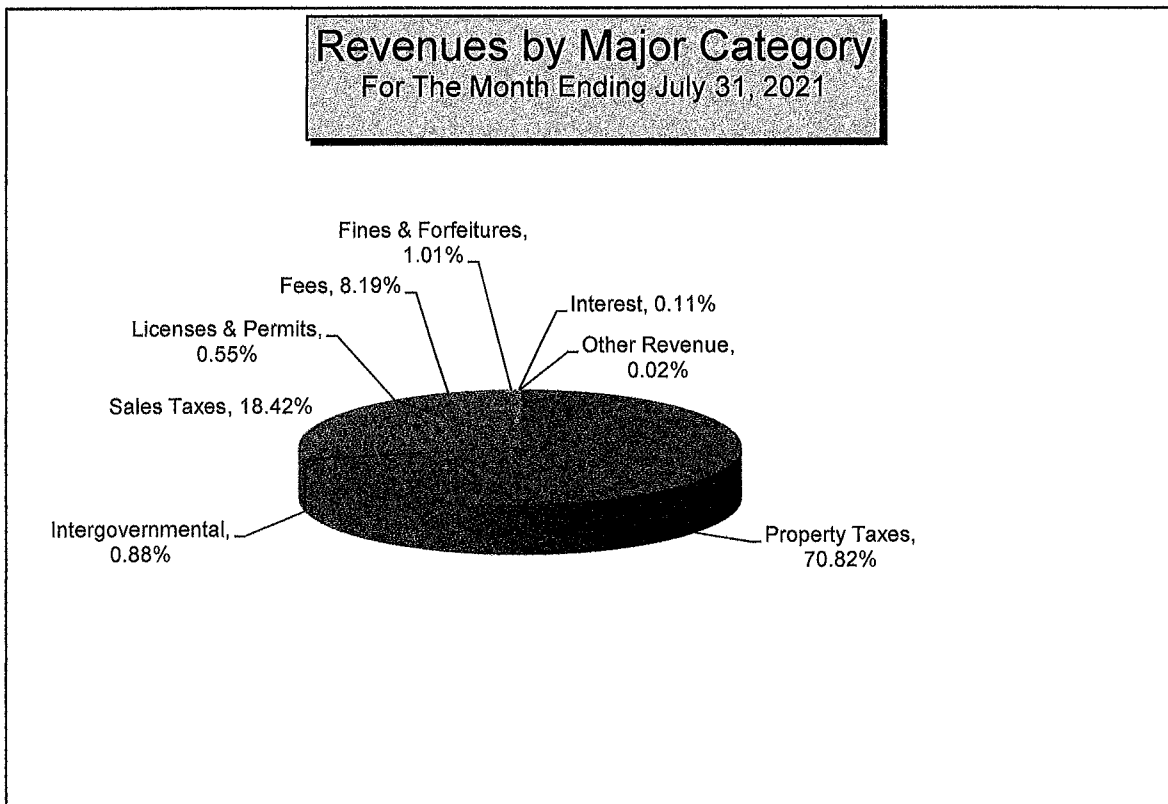
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 75,701,745	48,426,338	8,407,126	373,680	519,001	1,355,623	\$ 134,783,513
Receivables & Prepaids	5,467,729	1,632	-	328,770	156,156	-	5,954,287
Intergovernmental Receivables	4,658,259	-	-	-	-	-	4,658,259
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	698,746	271,878	-	-	91,195	-	1,061,819
Other Assets	-	-	-	-	78,422,706	-	78,422,706
 Total Assets	 \$ <u>86,676,479</u>	 \$ <u>48,699,848</u>	 \$ <u>8,407,126</u>	 \$ <u>702,450</u>	 \$ <u>79,189,058</u>	 \$ <u>1,355,623</u>	 \$ <u>225,030,584</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 5,563,359	708,606	-	-	1,079,349	2,804,489	\$ 10,155,803
Intergovernmental Payables	360	-	-	-	(1)	-	359
Other Liabilities	9,078,973	633,471	-	313,486	890,926	-	10,916,856
Fund Balance/Equity	<u>72,033,787</u>	<u>47,357,771</u>	<u>8,407,126</u>	<u>388,964</u>	<u>77,218,784</u>	<u>(1,448,866)</u>	<u>203,957,566</u>
 Total Liabilities and Fund Balance/Equity	 \$ <u>86,676,479</u>	 \$ <u>48,699,848</u>	 \$ <u>8,407,126</u>	 \$ <u>702,450</u>	 \$ <u>79,189,058</u>	 \$ <u>1,355,623</u>	 \$ <u>225,030,584</u>

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending July 31, 2021

	<u>6/30/2021</u>	<u>Month Ending July 31, 2021</u>			<u>7/31/2021</u>	
	Fund Balance	Receipts	Disbursements	Transfers In/(Out)	Prior Period Adjustment	Fund Balance
Jury Fund	\$ 465,818	\$ 6,668	\$ 17,102	\$ -	\$ -	\$ 455,384
Road & Bridge Pct. 1	5,195,770	64,800	102,413	-	-	5,158,157
Road & Bridge Pct. 2	1,261,429	64,706	126,535	-	-	1,199,600
Road & Bridge Pct. 3	464,311	64,769	139,520	-	-	389,560
Road & Bridge Pct. 4	3,948,293	71,090	218,787	-	-	3,800,596
Engineering Fund	371,892	3,373	80,395	-	-	294,870
Parks & Recreation	136,352	4,061	8,845	-	-	131,568
General Fund	60,344,756	3,661,477	8,229,203	-	-	55,777,030
Mosquito Control Fund	1,833,535	6,887	214,083	-	-	1,626,339
Tobacco Settlement Fund	3,200,216	467	-	-	-	3,200,683
Total General Funds	77,222,372	3,948,298	9,136,883	-	-	72,033,787
Total Special Revenue Funds	46,587,363	2,008,262	1,237,854	-	-	47,357,771
Total Capital Project Funds	8,416,498	1,240	10,612	-	-	8,407,126
Total Debt Service Funds	5,340,980	20,284	4,972,300	-	-	388,964
Total Enterprise Funds	77,083,753	622,691	487,660	-	-	77,218,784
Total Internal Service Funds	(1,536,270)	1,953,564	1,866,160	-	-	(1,448,866)
Total Balances	\$ 213,114,696	\$ 8,554,339	\$ 17,711,469	\$ -	\$ -	\$ 203,957,566

Jefferson County Texas
 Statement of Revenues by Category - Compared with Budget Allocation
 For The Month Ending July 31, 2021

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 88,056,651	\$ 89,216,753	\$ 1,160,102	1.30%
Sales Taxes	22,902,607	25,650,000	2,747,393	10.71%
Licenses & Permits	677,969	446,500	(231,469)	-51.84%
Intergovernmental	1,099,845	1,195,873	96,028	8.03%
Fees	10,181,704	10,690,325	508,621	4.76%
Fines & Forfeitures	1,253,573	1,475,000	221,427	15.01%
Interest	131,622	314,600	182,978	58.16%
Other Revenue	31,042	27,000	(4,042)	-14.97%
	<u>\$ 124,335,013</u>	<u>\$ 129,016,051</u>	<u>\$ 4,681,038</u>	<u>3.63%</u>



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending July 31, 2021

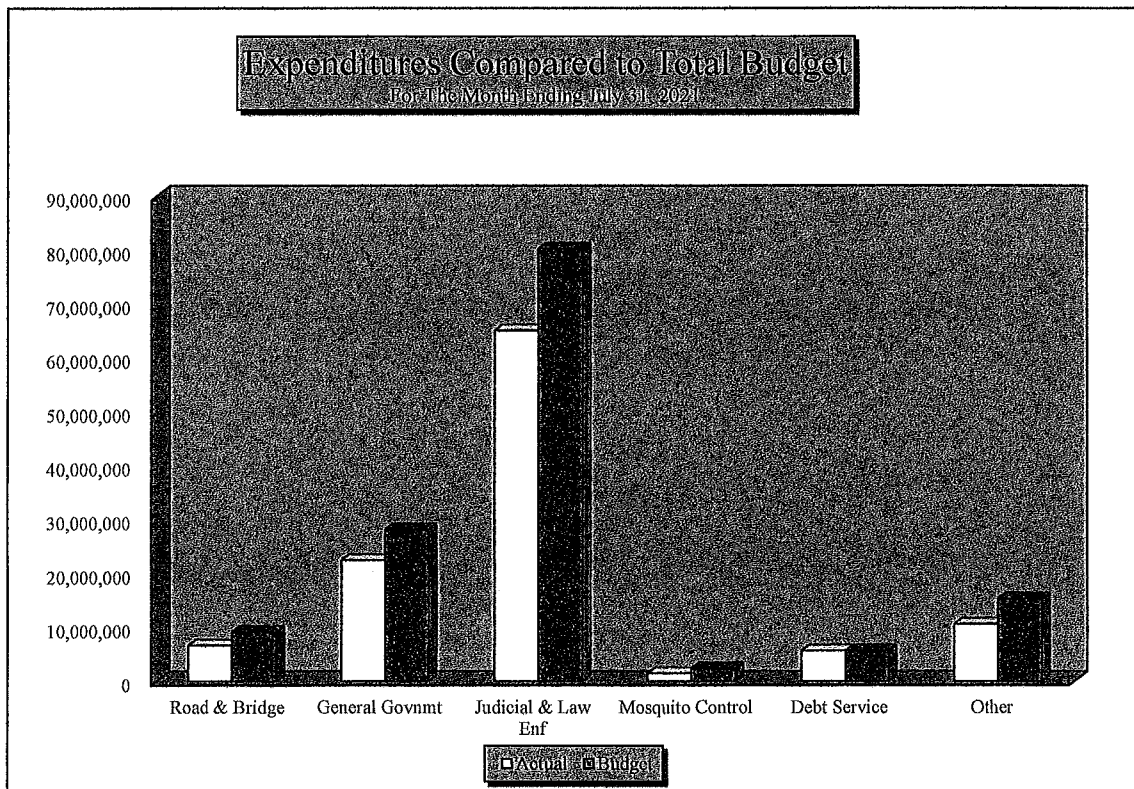
	October 2020									Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	July	Total	Budget	Balance	
Jury Fund												
Current Taxes	\$ 54,021	\$ 77,862	\$ 110,367	\$ 2,428	\$ 2,217	\$ 1,295	\$ 1,010	\$ 558	\$ 249,758	\$ 255,344	\$ 5,586	
Delinquent Taxes	1,389	368	251	617	617	738	570	412	4,962	3,566	(1,396)	
Jury Fees	10,175	4,706	4,423	3,900	5,262	4,593	4,909	5,698	43,666	55,000	11,334	
Other Revenue	3,604	-	-	11,662	-	-	21,182	-	36,448	100,600	64,152	
Road & Bridge Pct. 1												
Current Taxes	152,977	220,486	312,535	6,877	6,279	3,668	2,859	1,578	707,259	723,077	15,818	
Delinquent Taxes	2,562	679	463	1,138	1,138	1,360	1,052	760	9,152	6,577	(2,575)	
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	
Auto Registration Fees	-	78,187	-	-	-	466,529	-	-	544,716	575,000	30,284	
Road & Bridge Fees	118,809	30,853	39,744	60,714	36,980	54,948	46,108	42,704	430,860	475,000	44,140	
Sales, Rentals & Services	-	-	-	-	659	-	17,223	-	17,882	-	(17,882)	
Fines and Forfeitures	41,746	18,775	19,919	12,297	31,186	26,043	21,726	19,758	191,450	212,500	21,050	
Road & Bridge Pct. 2												
Current Taxes	152,976	220,487	312,535	6,877	6,279	3,668	2,859	1,578	707,259	723,077	15,818	
Delinquent Taxes	2,243	594	405	997	996	1,191	921	666	8,013	5,758	(2,255)	
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	
Auto Registration Fees	-	71,582	-	6,606	-	466,529	-	-	544,717	575,000	30,283	
Road & Bridge Fees	118,809	30,852	38,308	62,150	36,980	54,948	46,108	42,704	430,859	475,000	44,141	
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-	
Fines and Forfeitures	38,281	17,216	18,266	18,975	31,186	26,043	21,726	19,758	191,451	212,500	21,049	
Road & Bridge Pct. 3												
Current Taxes	152,977	220,487	312,535	6,877	6,279	3,668	2,859	1,578	707,260	723,077	15,817	
Delinquent Taxes	2,015	534	364	896	895	1,070	827	598	7,199	5,174	(2,025)	
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	
Auto Registration Fees	-	78,188	-	-	-	466,529	-	-	544,717	575,000	30,283	
Road & Bridge Fees	118,808	30,853	37,284	63,173	36,980	54,948	46,108	42,704	430,858	475,000	44,142	
Sales, Rentals & Services	(297)	-	23	-	92	15,841	5,852	131	21,642	-	(21,642)	
Fines and Forfeitures	34,007	15,293	16,226	27,211	31,186	26,043	21,726	19,758	191,450	212,500	21,050	
Road & Bridge Pct. 4												
Current Taxes	152,977	220,487	312,535	6,877	6,279	3,668	2,859	1,578	707,260	723,077	15,817	
Delinquent Taxes	2,540	673	459	1,129	1,128	1,349	1,043	754	9,075	6,522	(2,553)	
Intergovernmental Revenue	-	-	-	-	-	-	-	4,297	4,297	8,000	3,703	
Auto Registration Fees	-	84,793	-	(6,606)	-	466,529	-	-	544,716	575,000	30,284	
Road & Bridge Fees	118,809	30,853	39,647	60,811	36,980	54,948	46,108	42,705	430,861	475,000	44,139	
Sales, Rentals & Services	-	650	-	785,398	500	(516,610)	-	2,000	271,938	-	(271,938)	
Fines and Forfeitures	42,608	19,162	20,330	10,637	31,183	26,041	21,725	19,756	191,442	212,500	21,058	
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending July 31, 2021

	October 2020								Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	July	Total	Budget	Balance
Engineering Fund											
Current Taxes	\$ 215,596	\$ 310,740	\$ 440,467	\$ 9,692	\$ 8,849	\$ 5,169	\$ 4,029	\$ 2,225	\$ 996,767	\$ 1,019,059	\$ 22,292
Delinquent Taxes	3,866	1,024	698	1,718	1,718	2,053	1,587	1,148	13,812	9,927	(3,885)
Licenses and Permits	2,730	300	-	901	100	2,650	-	-	6,681	4,000	(2,681)
Sales, Rentals & Services	300	200	-	200	200	-	-	-	900	600	(300)
Parks & Recreation											
Current Taxes	2,322	3,347	4,744	104	95	56	43	24	10,735	10,975	240
Delinquent Taxes	270	71	49	120	120	144	111	80	965	694	(271)
Sales, Rentals & Services	24,244	3,914	1,574	10,511	5,505	7,766	8,065	3,957	65,536	70,060	4,524
General Fund											
Current Taxes	16,205,143	23,356,645	33,107,469	728,487	665,136	388,560	302,850	167,205	74,921,495	76,397,481	1,475,986
Delinquent Taxes	306,250	81,132	55,307	136,133	136,041	162,702	125,688	90,917	1,094,170	786,276	(307,894)
Sales Taxes	3,401,703	2,552,149	3,251,899	2,750,657	2,265,438	3,263,076	2,927,037	2,490,648	22,902,607	25,650,000	2,747,393
Other Taxes	-	-	-	-	8,669	-	19,305	3,068	31,042	27,000	(4,042)
Licenses and Permits	385,804	30,228	31,012	24,873	54,695	47,366	47,012	50,298	671,288	442,500	(228,788)
Intergovernmental Revenue	128,876	117,247	16,350	120,486	437,267	113,114	61,327	64,433	1,059,100	1,087,273	28,173
Fees of Office	838,013	266,735	293,937	263,684	383,318	331,168	387,963	331,018	3,095,836	4,059,800	963,964
Other Sales, Rentals & Svcs.	1,215,482	1,174,107	(1,029,008)	699,627	258,906	(313,250)	366,115	390,021	2,762,000	2,304,865	(457,135)
Fines & Forfeitures	78,753	60,344	2,361	35,169	81,582	3,824	167,044	58,703	487,780	625,000	137,220
Interest	8,717	22,686	16,177	17,001	13,444	13,085	15,252	15,166	121,528	300,000	178,472
Other Revenue	-	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund											
Current Taxes	436,082	628,530	890,926	19,604	17,899	10,456	8,150	4,500	2,016,147	2,061,236	45,089
Delinquent Taxes	8,042	2,130	1,452	3,573	3,572	4,271	3,300	2,387	28,727	20,647	(8,080)
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund											
Interest	1,060	972	513	559	481	460	448	467	4,960	8,400	3,440
Debt Service											
Current Taxes	1,248,492	1,799,468	2,550,703	56,125	51,244	29,936	23,333	12,882	5,772,183	5,680,350	(91,833)
Delinquent Taxes	22,454	5,942	4,330	11,239	10,578	12,531	10,032	7,347	84,453	54,859	(29,594)
Interest	276	780	821	906	790	761	745	55	5,134	6,200	1,066
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 25,856,511	\$ 31,893,311	\$ 41,238,400	\$ 6,043,010	\$ 4,716,928	\$ 5,801,475	\$ 4,816,796	\$ 3,968,582	\$ 124,335,013	\$ 129,016,051	\$ 4,681,038

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation - 83% of Budget Expended
 For The Month Ending July 31, 2021

	<u>Cumulative Actual</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>Percentage Unencumbered</u>
Jury Fund	\$ 234,365	\$ 498,602	\$ 264,237	53.00%
Road & Bridge Funds	5,693,485	7,881,544	2,188,059	27.76%
Engineering Fund	866,037	1,138,199	272,162	23.91%
Parks & Recreation Fund	118,265	210,372	92,107	43.78%
General Fund:				
General Government	22,587,565	28,229,930	5,642,365	19.99%
Judicial	15,740,192	20,553,252	4,813,060	23.42%
Law Enforcement	49,056,355	59,139,350	10,082,995	17.05%
Education	308,698	443,355	134,657	30.37%
Health & Welfare	5,855,917	9,094,538	3,238,621	35.61%
Maintenance	2,997,874	4,135,365	1,137,491	27.51%
Other	1,291,431	1,527,952	236,521	15.48%
Mosquito Control Fund	1,486,028	2,358,559	872,531	36.99%
Tobacco Settlement	200,000	200,000	-	-
Debt Service Funds	5,677,900	5,680,350	2,450	0.04%
	<u>\$ 112,114,112</u>	<u>\$ 141,091,368</u>	<u>\$ 28,977,256</u>	<u>20.54%</u>



Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending July 31, 2021

	October 2020								Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	July		Total	Budget	Balance
Jury Fund	\$ 65,070	\$ 17,187	\$ 16,792	\$ 32,059	\$ 31,476	\$ 25,720	\$ 27,572	\$ 17,102	\$ 1,387	\$ 234,365	\$ 498,602	\$ 264,237
Road & Brdg Pct. 1	311,148	95,039	147,592	120,043	164,145	104,154	117,280	102,413	149,113	1,310,927	1,752,134	441,207
Road & Brdg Pct. 2	359,745	35,702	111,766	128,155	212,115	126,320	219,010	126,535	108,187	1,427,535	1,928,480	500,945
Road & Brdg Pct. 3	435,740	114,717	169,974	132,499	261,905	129,763	174,222	139,520	46,510	1,604,850	2,035,799	430,949
Road & Brdg Pct. 4	471,937	113,748	129,153	122,198	255,954	(348,931)	275,845	218,787	111,482	1,350,173	2,165,131	814,958
Engineering	246,967	71,822	73,978	78,078	116,035	80,153	114,996	80,395	3,613	866,037	1,138,199	272,162
Parks & Recreation	28,720	8,258	5,577	12,669	23,967	8,531	6,698	8,845	15,000	118,265	210,372	92,107
Tax Assessor/Coll.	1,162,347	303,722	298,210	303,669	444,463	297,571	304,735	296,111	16,395	3,427,223	4,418,993	991,770
Human Resources	118,783	31,603	35,449	37,687	52,731	33,767	35,113	35,872	890	381,895	493,126	111,231
County Auditor	524,092	60,586	116,956	117,800	175,304	114,662	114,122	114,383	5,143	1,343,048	1,652,662	309,614
County Clerk	552,542	161,573	170,219	166,827	235,692	160,429	161,420	160,601	4,279	1,773,582	2,462,620	689,038
County Judge	250,936	72,561	66,551	66,946	97,528	57,383	67,165	72,568	3,532	755,170	997,670	242,500
Risk Management	76,166	22,520	24,258	21,877	32,525	21,682	22,668	21,750	-	243,446	293,181	49,735
County Treasurer	106,923	31,081	30,701	31,565	46,002	31,411	31,050	33,261	2,844	344,838	417,682	72,844
Printing Department	30,018	8,358	9,303	12,979	14,410	9,500	13,271	8,443	7,283	113,565	152,296	38,731
Purchasing Department	163,469	45,410	43,935	46,806	68,089	49,495	50,433	45,354	6,763	519,754	629,671	109,917
General Services	3,129,255	937,956	1,849,047	1,041,516	811,664	644,785	1,226,660	806,986	80,607	10,528,476	12,577,782	2,049,306
MIS	1,232,912	258,381	147,477	180,121	226,284	156,173	184,690	151,209	7,289	2,544,536	3,049,691	505,155
Voter's Registration	34,346	4,371	6,913	7,700	9,879	7,494	7,711	7,371	48	85,833	146,207	60,374
Elections	211,970	89,959	36,187	28,331	39,230	119,855	(5,393)	(14,169)	20,229	526,199	938,349	412,150
District Attorney	1,784,065	512,933	511,386	517,640	753,051	513,454	525,318	517,287	13,028	5,648,162	7,366,140	1,717,978
District Clerk	557,449	162,308	167,156	162,073	239,002	161,412	161,450	167,533	8,022	1,786,405	2,152,164	365,759
Criminal Dist. Court	312,577	102,781	104,807	110,373	138,265	103,961	119,688	115,006	3,989	1,111,447	1,586,847	475,400
58th Dist. Court	80,245	22,870	24,187	23,194	34,275	22,975	24,314	23,052	60	255,172	323,835	68,663
60th Dist. Court	86,315	36,493	25,231	24,786	36,560	24,824	25,104	24,724	769	284,806	344,388	59,582
136th Dist. Court	84,573	24,235	24,299	24,342	31,911	26,130	23,593	24,026	10,764	273,873	340,050	66,177
172nd Dist. Court	82,250	24,524	23,945	23,728	35,004	24,422	24,750	23,621	400	262,644	322,708	60,064
252nd Dist. Court	199,767	71,860	79,899	72,133	88,534	84,379	92,834	83,095	610	773,111	1,186,794	413,683
279th Dist. Court	92,046	33,067	32,184	52,669	44,892	36,404	49,280	40,797	479	381,818	456,939	75,121
317th Dist. Court	204,476	58,225	56,450	58,637	74,136	58,025	68,277	63,543	607	642,376	840,409	198,033
J.P. Pct. 1 Pl 1	105,760	29,415	29,487	31,160	48,201	31,807	31,427	31,928	103	339,288	432,801	93,513
J.P. Pct. 1 Pl 2	105,630	31,579	30,913	32,087	46,260	34,051	31,845	34,196	39	346,600	416,201	69,601
J.P. Pct. 2	82,670	23,999	23,524	23,221	32,647	22,406	21,834	22,536	1,402	254,239	376,593	122,354
J.P. Pct. 4	106,672	30,056	30,450	30,032	44,186	28,806	29,519	29,297	269	329,287	419,328	90,041
J.P. Pct. 6	107,092	31,280	31,635	31,876	44,893	30,922	31,498	30,810	560	340,566	416,782	76,216
J.P. Pct. 7	102,059	29,367	30,355	30,211	44,247	30,385	35,359	30,236	457	332,676	412,638	79,962
J.P. Pct. 8	96,483	27,780	27,709	27,805	41,081	27,721	28,917	28,412	778	306,686	406,177	99,491
Cnty. Court at Law 1	138,069	39,810	40,304	40,489	59,477	39,863	40,137	40,043	118	438,310	533,944	95,634
Cnty. Court at Law 2	161,261	45,135	45,298	52,225	67,118	48,674	57,088	52,972	1,523	531,294	646,338	115,044
Cnty. Court at Law 3	202,195	55,909	58,055	58,076	93,104	63,946	67,426	59,623	680	659,014	805,892	146,878
Court Master	74,703	22,846	22,833	24,763	28,778	22,651	23,457	25,215	70	245,316	481,726	236,410

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending July 31, 2021

	October 2020								Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	July		Total	Budget	Balance
Dispute Resolution	\$ 59,868	\$ 17,521	\$ 18,741	\$ 20,006	\$ 26,187	\$ 18,031	\$ 18,340	\$ 17,634	\$ 774	\$ 197,102	\$ 284,558	\$ 87,456
Comm. Supervision	2,087	2,856	124	916	520	124	1,148	896	-	8,671	15,878	7,207
Sheriff's Dept.	3,809,215	1,124,379	1,095,395	1,132,382	1,607,363	1,078,922	1,322,790	1,055,468	77,085	12,302,999	15,139,445	2,836,446
Crime Lab	367,657	95,997	98,841	94,875	138,264	107,832	105,773	106,205	9,387	1,124,831	1,456,589	331,758
Jail	7,955,029	2,424,888	2,411,837	2,495,963	3,373,491	3,831,428	2,988,104	2,343,994	1,182,514	29,007,248	33,720,720	4,713,472
Juvenile Probation	380,427	109,156	108,642	109,000	161,412	108,578	106,068	110,259	3,854	1,197,396	1,714,299	516,903
Juvenile Detention	494,648	154,150	149,668	154,076	214,459	144,718	161,824	154,470	62,805	1,690,818	2,376,954	686,136
Constable Pct. 1	217,090	63,895	60,169	61,042	91,744	67,098	97,349	66,466	7,085	731,938	901,447	169,509
Constable Pct. 2	128,949	36,785	36,626	36,281	52,933	36,997	38,334	35,910	3,739	406,554	514,621	108,067
Constable Pct. 4	121,412	34,732	35,982	53,935	53,196	38,297	36,454	36,010	603	410,621	537,441	126,820
Constable Pct. 6	161,617	45,348	40,608	42,914	72,762	44,388	44,160	40,971	1,101	493,869	630,773	136,904
Constable Pct. 7	131,898	37,930	38,145	68,593	58,500	41,347	38,500	38,638	166	453,717	556,377	102,660
Constable Pct. 8	129,204	37,185	36,913	37,160	55,702	37,779	33,668	34,779	1,818	404,208	514,806	110,598
County Morgue	185,204	84,117	89,450	43,000	92,650	97,923	87,050	144,063	28	823,485	1,060,000	236,515
Agriculture Ext.	95,999	27,325	27,394	28,010	42,704	27,932	31,763	24,646	2,925	308,698	443,355	134,657
Public Health # 1	311,989	92,753	88,778	95,259	152,931	99,068	147,750	123,607	4,248	1,116,383	1,481,209	364,826
Public Health # 2	307,706	92,970	90,703	90,456	138,726	95,411	125,387	108,604	6,959	1,056,922	1,382,092	325,170
Nurse Practitioner	93,160	24,108	24,099	24,497	36,066	23,409	25,719	26,980	12,629	290,667	348,093	57,426
Child Welfare	30,209	16,152	3,632	2,672	3,369	-	24,551	2,880	-	83,465	120,000	36,535
Env. Control	106,383	30,632	28,243	24,160	35,178	25,511	28,722	28,557	-	307,386	427,925	120,539
Ind. Medical Svcs.	214,561	79,042	1,887,884	112,706	108,159	116,725	99,239	94,495	104,461	2,817,272	5,086,267	2,268,995
Emergency Mgmt.	58,239	16,579	16,727	17,030	24,804	16,729	16,981	16,733	-	183,822	248,952	65,130
Beaumont Maintenance	487,907	151,268	180,416	212,853	199,785	236,863	206,995	195,408	191,126	2,062,621	2,975,816	913,195
Port Arthur Maint.	190,443	57,590	60,836	58,445	95,808	64,929	73,606	66,612	64,521	732,790	904,172	171,382
Mid-County Maint.	53,928	17,482	17,440	20,122	23,014	17,681	20,359	19,425	13,012	202,463	255,377	52,914
Service Center	200,233	71,814	71,126	92,432	97,551	100,187	123,201	103,613	166,047	1,026,204	1,194,560	168,356
Veteran Service	84,335	24,135	24,120	24,524	35,479	24,066	24,295	24,188	85	265,227	333,392	68,165
Mosquito Control	358,062	182,779	118,879	90,004	141,817	100,055	126,272	214,083	154,077	1,486,028	2,358,559	872,531
Tobacco Settlement	200,000	-	-	-	-	-	-	-	-	200,000	200,000	-
Debt Service Funds	-	702,300	2,800	-	-	500	-	4,972,300	-	5,677,900	5,680,350	2,450
Contingency	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 31,216,902	\$ 9,756,894	\$ 11,774,363	\$ 9,384,358	\$ 12,479,594	\$ 9,869,663	\$ 10,816,785	\$ 14,109,183	\$ 2,706,370	\$ 112,114,112	\$ 141,091,368	\$ 28,977,256

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending July 31, 2021

Issue	Beginning Amount Outstanding	2020-2021 Requirements				2020-2021 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	\$ 20,670,000	\$ 3,745,000	\$ 857,700	\$ 3,000	\$ 4,605,700	\$ 3,745,000	\$ 857,700	\$ 1,900	\$ 4,604,600	\$ 16,925,000
2019 Certificates of Obligation	14,895,000	525,000	546,650	3,000	1,074,650	525,000	546,650	1,650	1,073,300	14,370,000
	<u>\$ 35,565,000</u>	<u>\$ 4,270,000</u>	<u>\$ 1,404,350</u>	<u>\$ 6,000</u>	<u>\$ 5,680,350</u>	<u>\$ 4,270,000</u>	<u>\$ 1,404,350</u>	<u>\$ 3,550</u>	<u>\$ 5,677,900</u>	<u>\$ 31,295,000</u>

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending July 31, 2021

Fund	Transfers In	Transfers Out
120 General Fund	-	1,064,592 (a)
120 General Fund	-	414,736 (b)
231 Women's Center	32,580 (a)	
233 Mentally Impaired Offender	3,834 (a)	
237 Community Corrections Program	-	63,859 (a)
239 Drug Diversion Program	27,445 (a)	
241 Sheriff Department Grants	4,448 (b)	
245 Crime Victim's Clearing	178,618 (b)	
257 Auto Theft Grant	37,829 (b)	
263 VAWA Fund	58,271 (b)	
293 County Clerk HAVA Fund	9,199 (b)	
312 CETRZ Grant	21,615 (b)	
550 SETEC Fund	1,064,592 (a)	
741 Sheriff's Forfeiture Fund		8,273 (b)
849 DA Special Crimes Grant	19,560 (b)	
876 Sheriff-Spindletop Grant	85,196 (b)	-
876 2020 Port Security Grant	8,273 (b)	-
	<u>\$1,551,460</u>	<u>\$1,551,460</u>

(a) Budgeted Transfer

(b) Grant Match



RE: FY 2022 SAVNS Grant Contract

Contract Number: 2219053

Grantee: Jefferson County

Amount: \$30,143.66

Executed:

Term: September 1, 2021 – August 31, 2022

Budget Coding:

ORG	PCA	Agy Obj
966	10352	5137

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2219053

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

SECTION 1. PURPOSE OF THE CONTRACT

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

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

SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2021 and shall terminate August 31, 2022, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

at its sole discretion, may supplement, amend, or adjust the Special Conditions of this Grant Contract. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

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

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

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

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

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

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

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

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

4.1.6 Public Information Act. Information, documentation, and other material in connection with this contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

4.2 Programmatic Reports

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

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

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

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other

programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

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

4.3 Financial Matters

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

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

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

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

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

4.3.3 Limited Pre-Reimbursement Funding to GRANTEE. Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

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

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

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

4.3.5 Annual Independent Financial Audit Report. GRANTEES that are required to undergo a single audit or Annual Independent Financial Audit by statute, regulation, or organizational policy must complete and submit the Single Audit or Annual Financial Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 and Texas Grant Management Standards (TxGMS) requirements. Additionally, the Annual Independent Financial Audit will meet Generally Accepted Government Auditing Standards in the event a Single Audit is not required. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

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

year covered by the term of this Grant Contract.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

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

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

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

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

SECTION 5. OBLIGATIONS OF OAG

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

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the

attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

5.3 Payment of Authorized Costs. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Notwithstanding the foregoing, should GRANTEE wish to alter the scope of the grant or change the goals of the grant by adding or eliminating goals which were included in the GRANTEE's final "Scope of Services" included in Section 3 above, such alteration or change may only be achieved by a written, duly executed amendment to this Grant Contract.

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

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

SECTION 6. TERMINATION

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

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

Contract.

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

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

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

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

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

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

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after the contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the contract or documents are resolved. The records include, but may not be limited to, the contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. GRANTEE must include the substance of this clause in all subcontracts.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE

will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

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

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the

audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

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

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

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

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

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

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

funding, terminating this Grant Contract and/or any other appropriate sanction.

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

SECTION 10. GENERAL TERMS AND CONDITIONS

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

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

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

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all

conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

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

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

10.7 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.24 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

SECTION 11. SPECIAL TERMS AND CONDITIONS

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

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

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER,

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OAG AND THE STATE OF TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at

no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

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

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

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

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

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

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

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

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

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

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

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

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

11.14 Child Support Obligation Affirmation. GRANTEE 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 Section 231.006 of the Family Code, the vendor 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."

11.15 Excluded Parties. GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 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.

11.16 Executive Head of a State Agency Affirmation. In accordance of the with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the OAG, (3) a person who employs a current or former executive head of the OAG.

11.17 Political Polling Prohibition. GRANTEE 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.

11.18 Financial Participation Prohibited Affirmation. Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that the contract may be terminated and all payments withheld if this certification is inaccurate.

11.19 Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

11.20 Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

11.21 Cybersecurity Training Program. All GRANTEES must complete a cybersecurity training. If the GRANTEE is a local unit of government, GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If the GRANTEE has access to any state computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the Government Code.

11.22 Debarment and Suspension. GRANTEE 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.

11.23 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

11.24 Legal Authority. GRANTEE represents that it possesses legal authority to enter into this Grant Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the GRANTEE'S governing body, authorizing the execution of the Grant Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with the Grant Contract and to provide such additional information as may be required.

11.25 Limitations on Grants to Units of Local Government. GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- c. Sections 2113.012 and 2113.101 of the Texas Government Code

11.26 Lobbying Expenditure Restriction. GRANTEE represents and warrants that OAG'S payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

11.27 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 the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.28 Open Meetings. If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

11.29 COVID-19 Documentation. Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, Grantee represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is

eligible, pursuant to that section, to receive a grant or otherwise enter into a contract payable with state funds.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

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

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

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

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

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

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

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

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

**OFFICE OF THE ATTORNEY
GENERAL**

Jefferson County

Printed Name: _____
Office of the Attorney General

DocuSigned by:
Jeff Branick
2B2C43CDC17E436...

Printed Name: Jeff Branick
Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2219053

EXHIBIT A

Population Size: Large

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

Annual Cost for Jail	Annual Cost for Courts	Annual E-Vine Upgrade Cost	MAXIMUM REIMBURSABLE COSTS
\$24,478.16	\$4,068.60	\$1,596.90	\$30,143.66

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

EXHIBIT B

SECOND CONTRACT RENEWAL PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

Contract No.

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

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

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

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

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

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

The Contract terminated on August 31, 2020, and was renewed through August 31, 2021. The Contract is hereby renewed, with this Second Contract Renewal Term ("Second Renewal Term") to begin on September 1, 2021 and end of August 31, 2022. Pursuant to Section 1 of the Contract, this Second Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

[NAMED ENTITY] by:

Signature

Date

Name

Title

Acknowledged by Appriss, Inc.

Signature

Date

Name

Title

DocuSign

Certificate Of Completion

Envelope Id: BBDAF0CBD1FA490A91F67393DC77D072
 Subject: Please DocuSign: FY 2022 SAVNS Grant Contract
 Template ID:
 Template ID Usage Tracking:
 Division Designed Templates:
 Source Envelope:
 Document Pages: 25
 Certificate Pages: 7
 AutoNav: Enabled
 EnvelopeID Stamping: Disabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Signatures: 1
 Initials: 0

Envelope Originator:
 Karly Watson
 PO Box 12548
 Austin, TX 78711-2548
 Karly.Watson@oag.texas.gov
 IP Address: 204.64.56.14

Record Tracking

Status: Original
 8/14/2021 3:21:54 PM

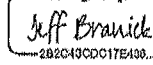
Holder: Karly Watson
 Karly.Watson@oag.texas.gov

Location: DocuSign

Signer Events

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

Signature

DocuSigned by:

 2B2C49CDDC17E430...

Signature Adoption: Pre-selected Style
 Using IP Address: 67.204.4.26

Timestamp

Sent: 8/14/2021 3:21:56 PM
 Viewed: 8/18/2021 10:33:46 AM
 Signed: 8/18/2021 10:35:22 AM

Electronic Record and Signature Disclosure:
 Accepted: 8/18/2021 10:33:46 AM
 ID: a7f341b7-e570-44e1-8e92-7b9d20e05a4f

Grants Administration Division Chief

Sent: 8/18/2021 10:35:26 AM

Grants Administration Division Chief
 The Office of the Attorney General of Texas
 Signing Group: Grants Administration Division Chief
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Crime Victim Services - Director

Signing Group: Crime Victim Services - Director
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

General Counsel – Contract Attorneys

Signing Group: General Counsel – Contract
 Attorneys
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
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General Counsel, Contracts

Signing Group: General Counsel, Contracts
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Budget Analysts (Non-CS)

Signing Group: Budget Analysts (Non-CS)
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Deputy Attorney General for Criminal Justice

Signing Group: Deputy Attorney General for Criminal Justice

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Karly Watson
 karly.watson@oag.texas.gov
 Deputy Chief, Grants Administration
 Office of the Attorney General of Texas
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 8/18/2021 10:35:25 AM

Accounting - DocuSign Contracts
 ACC_DocuSign_Contracts@oag.texas.gov
 Signing Group: Accounting - DocuSign Contracts
 Inbox
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

GCD Contracts
 GCDContracts@oag.texas.gov
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Joshua Alexander
Joshua.Alexander@oag.texas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/14/2021 3:21:56 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

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

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

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Office of the Attorney General

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
CHAPMAN VENDING	237.30	485868	237.30**
ROAD & BRIDGE PCT.#1			
BEAUMONT ENTERPRISE	9.95	485682	
RB EVERETT & COMPANY, INC.	3,699.33	485684	
ENERGY	93.53	485694	
M&D SUPPLY	43.51	485705	
MUNRO'S	31.35	485708	
MUSTANG CAT	102.52	485709	
SOUTHERN TIRE MART, LLC	486.66	485735	
LD CONSTRUCTION	710.88	485787	
ADVANCE AUTO PARTS	285.50	485805	
SILSBEE FORD INC	762.09	485814	
REPUBLIC SERVICES	38.00	485825	
GULF COAST	1,470.60	485853	
BLADES GROUP, LLC	3,342.15	485867	11,076.07**
ROAD & BRIDGE PCT.#2			
JIFFY TROPHIES	16.00	485702	
MUNRO'S	99.00	485708	
S.E. TEXAS BUILDING SERVICE	346.66	485724	
REPUBLIC SERVICES	76.25	485825	
GULF COAST	342.94	485854	880.85**
ROAD & BRIDGE PCT. # 3			
A&A EQUIPMENT	550.00	485657	
AUDILET TRACTOR SALES	153.45	485664	
BEAUMONT FRAME & FRONT END	250.00	485665	
BEAUMONT TRACTOR COMPANY	39.96	485666	
CITY OF PORT ARTHUR - WATER DEPT.	46.54	485672	
FARM & HOME SUPPLY	211.23	485687	
MUNRO'S	65.70	485708	
SMART'S TRUCK & TRAILER, INC.	28.30	485723	
TAC - TEXAS ASSN. OF COUNTIES	165.00	485728	
W. JEFFERSON COUNTY M.W.D.	30.67	485733	
SOUTHERN TIRE MART, LLC	1,271.92	485735	
LOWE'S HOME CENTERS, INC.	257.40	485754	
TEXAS GAS SERVICE	139.76	485759	
CENTERPOINT ENERGY RESOURCES CORP	45.99	485769	
INTERSTATE ALL BATTERY CENTER - BMT	223.90	485788	
REPUBLIC SERVICES	46.99	485825	
SMITTY'S HAMSHIRE GULF	15.00	485829	
GULF COAST	1,710.70	485853	5,252.51**
ROAD & BRIDGE PCT.#4			
BEAUMONT FRAME & FRONT END	98.50	485665	
CHUCK'S WRECKER SERVICE	175.00	485671	
COASTAL WELDING SUPPLY	74.40	485673	
M&D SUPPLY	63.49	485705	
OFFICE DEPOT	30.84	485712	
OVERHEAD DOOR CO.	280.45	485713	
SANITARY SUPPLY, INC.	198.00	485720	
SMART'S TRUCK & TRAILER, INC.	177.87	485723	
AT&T	84.38	485726	
ROWENA JACKSON	17.64	485758	
MARTIN PRODUCT SALES LLC	3,852.00	485773	
NATALIE ROBERTS	55.44	485783	
ASCO	548.00	485807	
REPUBLIC SERVICES	133.50	485825	
O'REILLY AUTO PARTS	231.16	485842	
WC TRACTOR - BEAUMONT	119.56	485847	
GULF COAST	139.07	485853	6,279.30**
ENGINEERING FUND			
CANON SOLUTIONS AMERICA INC	145.20	485806	145.20**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
COBURN SUPPLY COMPANY INC	114.18	485674	
DYNAMIC POWER SYSTEM, INC.	1,156.90	485680	
HARTMANN BLDG. SPECIALITIES	188.70	485695	
RITTER @ HOME	13.99	485718	
SAM'S CLUB DIRECT	141.12	485801	
SPRINT WASTE SERVICES LP	378.00	485816	
GENERAL FUND			1,992.89**
TAX OFFICE			
OFFICE DEPOT	446.21	485712	
TAC - TEXAS ASSN. OF COUNTIES	720.00	485728	
UNITED STATES POSTAL SERVICE	731.36	485749	
COUNTY HUMAN RESOURCES			1,897.57*
UNITED STATES POSTAL SERVICE	10.63	485749	
AUDITOR'S OFFICE			10.63*
OFFICE DEPOT	213.93	485712	
UNITED STATES POSTAL SERVICE	25.81	485749	
COUNTY CLERK			239.74*
UNITED STATES POSTAL SERVICE	225.52	485749	
RICOH USA INC	334.21	485802	
THOMSON REUTERS-WEST	185.00	485810	
COUNTY JUDGE			744.73*
CAYLA CALAMIA	200.00	485670	
CDW COMPUTER CENTERS, INC.	226.15	485738	
UNITED STATES POSTAL SERVICE	2.73	485749	
HUBERT OXFORD IV	500.00	485784	
WILLIAM FORD DISHMAN	500.00	485813	
JOSEPH MUCKLERROY	500.00	485830	
RISK MANAGEMENT			1,928.88*
UNITED STATES POSTAL SERVICE	10.39	485749	
COUNTY TREASURER			10.39*
TAC - TEXAS ASSN. OF COUNTIES	350.00	485729	
UNITED STATES POSTAL SERVICE	77.87	485749	
PURCHASING DEPARTMENT			427.87*
UNITED STATES POSTAL SERVICE	132.35	485749	
GENERAL SERVICES			132.35*
ELECTRICAL SPECIALTIES, INC.	25.00	485659	
CASH ADVANCE ACCOUNT	50.00	485701	
ADVANCED STAFFING	78.00	485737	
TOWER COMMUNICATIONS, INC.	2,517.00	485747	
HERC RENTALS INC	2,100.00	485828	
ALLISON, BASS & MAGEE, LLP	813.55	485850	
VOTERS REGISTRATION DEPT			5,583.55*
UNITED STATES POSTAL SERVICE	202.20	485749	
ELECTIONS DEPARTMENT			202.20*
CASH ADVANCE ACCOUNT	908.78	485701	
UNITED STATES POSTAL SERVICE	114.24	485749	
A. RIFKIN COMPANY	253.42	485767	
DISTRICT ATTORNEY			1,276.44*

NAME	AMOUNT	CHECK NO.	TOTAL
DALLAS CHILDRENS ADVOCACY CENTER	400.00	485677	
HERNANDEZ OFFICE SUPPLY, INC.	1,800.91	485697	
PATRICK KNAUTH	25.46	485704	
OFFICE DEPOT	768.40	485712	
UNITED STATES POSTAL SERVICE	95.40	485749	
THOMSON REUTERS-WEST	4,097.39	485809	
RAYMOND SHEARER	168.00	485837	7,355.56*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	229.98	485749	229.98*
CRIMINAL DISTRICT COURT			
DONALD W. DUESLER & ASSOC.	1,911.66	485679	
EDWARD B. GRIPON, M.D., P.A.	595.00	485693	
JOHN STEVENS JR	603.94	485776	
ALEX BILL III	800.00	485797	3,910.60*
58TH DISTRICT COURT			
THOMSON REUTERS-WEST	108.00	485809	108.00*
252ND DISTRICT COURT			
CRISTY SMITH	5,052.75	485669	
OFFICE DEPOT	208.53	485712	
MSC SYSTEMS	401.50	485736	
UNITED STATES POSTAL SERVICE	22.02	485749	
KIMBERLY R. BROUSSARD	29.10	485785	
M.K. HAMZA, PHD, P.A.	2,400.00	485803	8,113.90*
279TH DISTRICT COURT			
PHILLIP DOWDEN	325.00	485663	
LAIRO DOWDEN, JR.	700.00	485678	
ANITA F. PROVO	110.00	485715	
NATHAN REYNOLDS, JR.	2,105.00	485717	
JOEL WEBB VAZQUEZ	220.00	485766	
KIMBERLY PHELAN, P.C.	6,045.00	485771	
TONYA CONNELL TOUPS	220.00	485781	
JONATHAN L. STOVALL	440.00	485795	
MATUSKA LAW FIRM	1,050.00	485817	11,215.00*
317TH DISTRICT COURT			
CHARLES ROJAS	750.00	485740	
KIMBERLY PHELAN, P.C.	3,225.00	485771	
JONATHAN L. STOVALL	150.00	485795	
LINDSAY LAW FIRM, PLLC	30.00	485796	
MATUSKA LAW FIRM	300.00	485817	4,455.00*
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT	102.99	485712	
UNITED STATES POSTAL SERVICE	21.49	485749	124.48*
JUSTICE COURT-PCT 1 PL 2			
KIRKSEY'S SPRINT PRINTING	24.95	485703	
CLASSIC FORMS AND PRODUCTS	119.00	485762	143.95*
JUSTICE COURT-PCT 2			
OFFICE DEPOT	244.57	485712	244.57*
JUSTICE COURT-PCT 4			
AT&T	84.38	485726	84.38*
JUSTICE COURT-PCT 6			
KIRKSEY'S SPRINT PRINTING	24.95	485703	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	38.70	485749	
SIERRA SPRING WATER CO. - BT	62.85	485750	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	485821	197.50*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.71	485749	1.71*
COUNTY COURT AT LAW NO. 2			
DONALD BOUDREAUX	250.00	485668	
OFFICE DEPOT	459.98	485712	
NATHAN REYNOLDS, JR.	250.00	485717	
UNITED STATES POSTAL SERVICE	11.56	485749	
LANGSTON ADAMS	400.00	485756	
ANTOINE FREEMAN	250.00	485782	
MATUSKA LAW FIRM	500.00	485817	
THE SAMUEL FIRM, PLLC	250.00	485848	2,371.54*
COUNTY COURT AT LAW NO. 3			
DONALD BOUDREAUX	250.00	485668	
A. MARK FAGGARD	500.00	485686	
UNITED STATES POSTAL SERVICE	7.28	485749	
ANTOINE FREEMAN	300.00	485782	
LAURIE PEROZZO	800.00	485789	
TURK LAW FIRM	250.00	485804	
JARED GILTHORPE	350.00	485819	
THE MAYO LAW FIRM PLLC	250.00	485832	2,707.28*
COURT MASTER			
BUDDIE J HAHN	940.47	485855	940.47*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	7.80	485749	7.80*
COMMUNITY SUPERVISION			
OFFICE DEPOT	1,372.26	485712	
SAM'S CLUB DIRECT	259.96	485801	1,632.22*
SHERIFF'S DEPARTMENT			
GT DISTRIBUTORS, INC.	124.94	485691	
MOORMAN & ASSOCIATES, INC.	755.00	485707	
OFFICE DEPOT	2,005.90	485712	
SAM'S WESTERN WEAR, INC.	195.00	485719	
CDW COMPUTER CENTERS, INC.	218.68	485738	
UNITED STATES POSTAL SERVICE	500.06	485749	
SAM'S CLUB DIRECT	207.02	485801	
INSIGHT PUBLIC SECTOR INC	350.26	485818	
GALLS LLC	578.39	485823	
REPUBLIC SERVICES	38.00	485825	
TND WORKWEAR CO LLC	239.90	485831	
THE MONOGRAM SHOP	121.00	485833	
COVENANT TACTICAL LLC	2,605.00	485857	7,939.15*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	543.57	485662	
COLLABORATIVE TESTING SERVICES	2,345.00	485676	
FED EX	48.74	485689	
FISHER SCIENTIFIC	443.12	485690	
W.W. GRAINGER, INC.	156.96	485692	
OFFICE DEPOT	227.09	485712	
HENRY SCHEIN, INC.	34.08	485721	
SOUTHEAST TEXAS WATER	129.85	485725	
THERMAL SCIENTIFIC, INC.	707.51	485731	
CERILLIANT	253.00	485757	
CLEAN HARBORS ENVIROMENTAL SERVICES	152.43	485761	
AIRGAS USA, LLC	176.71	485844	5,218.06*
JAIL - NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
JACK BROOKS REGIONAL AIRPORT	1,132.80	485700	
AT&T	1,409.42	485726	
WORLD FUEL SERVICES	3,270.02	485790	
MATERA PAPER COMPANY INC	9,613.11	485808	
REPUBLIC SERVICES	5,857.93	485825	
BOEING DISTRIBUTION, INC	565.03	485860	
JUVENILE PROBATION DEPT.			21,848.31*
UNITED STATES POSTAL SERVICE	106.25	485749	
SHANNA CITIZEN	62.16	485755	
BECKER PRINT & MAIL	1,102.07	485834	
JUVENILE DETENTION HOME			1,270.48*
S.E. TEXAS BUILDING SERVICE	2,600.00	485724	
BEN E KEITH FOODS	339.48	485764	
VANSHECA SANDERS-CHEVIS	900.00	485777	
REPUBLIC SERVICES	476.00	485825	
BIG THICKET PLUMBING INC	312.00	485839	
VEQUAL ROBERTS	900.00	485863	
CONSTABLE PCT 1			5,527.48*
UNITED STATES POSTAL SERVICE	50.47	485749	
CONSTABLE-PCT 2			50.47*
OFFICE DEPOT	63.39	485712	
CONSTABLE-PCT 4			63.39*
OFFICE DEPOT	14.20	485712	
AT&T	42.19	485726	
TND WORKWEAR CO LLC	176.85	485831	
CONSTABLE-PCT 6			233.24*
CASH ADVANCE ACCOUNT	378.10	485701	
UNITED STATES POSTAL SERVICE	10.81	485749	
CONSTABLE PCT. 7			388.91*
KIRKSEY'S SPRINT PRINTING	30.15	485703	
COUNTY MORGUE			30.15*
FORENSIC MEDICAL	98,100.00	485846	
AGRICULTURE EXTENSION SVC			98,100.00*
EPSILON SIGMA PHI	80.00	485683	
M&D SUPPLY	38.15	485705	
MERCY LAPOINTE	12.26	485791	
DAVID OATES	558.92	485826	
TYLER FITZGERALD	1,038.72	485845	
CORENA N FITZGERALD	315.01	485851	
HEALTH AND WELFARE NO. 1			2,043.06*
MUNRO'S	17.60	485708	
OFFICE DEPOT	263.25	485712	
UNITED STATES POSTAL SERVICE	77.06	485749	
HEALTH AND WELFARE NO. 2			357.91*
UNITED STATES POSTAL SERVICE	14.55	485749	
ENVIRONMENTAL CONTROL			14.55*
TEXAS COMMISSION ON ENVIRONMENTAL	111.00	485763	
INDIGENT MEDICAL SERVICES			111.00*

NAME	AMOUNT	CHECK NO.	TOTAL
OVERHEAD DOOR CO.	388.73	485713	
TDS OPERATING INC	601.02	485838	
			989.75*
MAINTENANCE-BEAUMONT			
JOHNSTONE SUPPLY	147.74	485661	
W.W. GRAINGER, INC.	63.56	485692	
HERNANDEZ OFFICE SUPPLY, INC.	1,015.92	485697	
SANITARY SUPPLY, INC.	118.43	485720	
S.E. TEXAS BUILDING SERVICE	25,381.80	485724	
SOLAR	1,031.92	485752	
AT&T GLOBAL SERVICES	2,877.00	485760	
REPUBLIC SERVICES	1,428.00	485825	
ADVANTAGE INTERESTS INC	1,766.00	485835	
AT&T CORP	5,643.26	485865	
			39,473.63*
MAINTENANCE-PORT ARTHUR			
COCOMO JOE'S	72.00	485675	
OFFICE DEPOT	185.50	485712	
S.E. TEXAS BUILDING SERVICE	8,774.98	485724	
LOWE'S HOME CENTERS, INC.	493.52	485754	
BELT SOURCE	21.58	485772	
PARKER LUMBER	3.77	485793	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	139.85	485822	
THE HOME DEPOT PRO	605.04	485849	
			10,296.24*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	90.26	485722	
S.E. TEXAS BUILDING SERVICE	4,080.11	485724	
REPUBLIC SERVICES	76.25	485825	
			4,246.62*
SERVICE CENTER			
SPIDLE & SPIDLE	29,288.82	485660	
ENERGY COUNTRY	135.00	485681	
HI-LINE	51.00	485698	
J.K. CHEVROLET CO.	291.08	485699	
PHILPOTT MOTORS, INC.	643.32	485714	
JEFFERSON CTY. TAX OFFICE	7.50	485741	
JEFFERSON CTY. TAX OFFICE	7.50	485742	
JEFFERSON CTY. TAX OFFICE	7.50	485743	
JEFFERSON CTY. TAX OFFICE	7.50	485744	
JEFFERSON CTY. TAX OFFICE	7.50	485745	
BUMPER TO BUMPER	1,248.16	485768	
MIGHTY OF SOUTHEAST TEXAS	324.32	485798	
REPUBLIC SERVICES	76.25	485825	
CINTAS CORPORATION	62.09	485827	
THE GOODYEAR TIRE & RUBBER COMPANY	1,875.00	485841	
O'REILLY AUTO PARTS	209.39	485842	
JCN OIL SERVICE	110.00	485858	
			34,351.93*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	1.80	485749	
			1.80*
			288,854.42**
MOSQUITO CONTROL FUND			
MUNRO'S	79.34	485708	
PHILPOTT MOTORS, INC.	239.27	485714	
PARKER LUMBER	52.92	485793	
LJA ENGINEERING INC	780.00	485800	
REPUBLIC SERVICES	76.25	485825	
O'REILLY AUTO PARTS	63.90	485842	
CY-FAIR TIRE	24.50	485852	
			1,316.18**
FEMA EMERGENCY			
SE TEX CONSTRUCTION CORPORATION	4,279.95	485774	
			4,279.95**
J.C. FAMILY TREATMENT			

PGM: GMCOMMV2	DATE		PAGE: 7
NAME	08-24-2021	AMOUNT	CHECK NO. TOTAL
BEAUMONT OCCUPATIONAL SERVICE, INC.		414.85	485753
MARY BEVIL		1,204.50	485862
LAW LIBRARY FUND			1,619.35**
THOMSON REUTERS-WEST		2,160.02	485811
THOMSON REUTERS-WEST		343.01	485812
JUVENILE PROB & DET. FUND			2,503.03**
REGION V EDUCATION SERVICE CENTER		2,500.00	485716
GRANT A STATE AID			2,500.00**
CASH ADVANCE ACCOUNT		1,269.24	485701
YOUTH ADVOCATE PROGRAM		5,486.25	485779
GRAYSON COUNTY DEPT OF JUVENILE		6,128.39	485820
TCSI, LLC		493.59	485859
RITE OF PASSAGE		6,128.39	485861
COMMUNITY SUPERVISION FND			19,505.86**
CORRECTIONAL COUNSELING, INC.		1,342.42	485658
OFFICE DEPOT		865.35	485712
TEXAS DISTRICT & COUNTY ATTY ASSN.		334.00	485730
UNITED STATES POSTAL SERVICE		100.38	485749
REDWOOD TOXICOLOGY LABORATORY		685.05	485778
JCCSC		450.00	485794
SAM'S CLUB DIRECT		105.40	485801
JEFF. CO. WOMEN'S CENTER			3,882.60**
BELL'S LAUNDRY		647.28	485667
M&D SUPPLY		109.46	485705
MARKET BASKET		17.18	485706
SYSCO FOOD SERVICES, INC.		969.49	485727
PETTY CASH - RESTITUTION I		110.00	485734
BEN E KEITH FOODS		1,089.39	485765
MELODY C ANTOON RN		1,170.00	485775
SAM'S CLUB DIRECT		282.06	485801
REPUBLIC SERVICES		123.82	485825
DWI PRETRIAL DIVERSION			4,518.68**
OFFICE DEPOT		982.94	485712
COMMUNITY CORRECTIONS PRG			982.94**
M&D SUPPLY		73.23	485705
MARKET BASKET		11.25	485706
LOWE'S HOME CENTERS, INC.		265.71	485754
SAM'S CLUB DIRECT		114.44	485801
LAW OFFICER TRAINING GRT			464.63**
GREATMATS.COM CORPORATION		2,988.30	485869
COUNTY CLERK - RECORD MGT			2,988.30**
EASTMAN PARK MICROGRAPHICS INC		1,542.27	485799
DRUG INTERVENTION COURT			1,542.27**
HAZELDEN EDUCATIONAL MAT		865.26	485696
SANITARY SUPPLY, INC.		89.03	485720
COUNTY RECORDS MANAGEMENT			954.29**
UNITED STATES POSTAL SERVICE		2.40	485749
DEPUTY SHERIFF EDUCATION			2.40**
CASH ADVANCE ACCOUNT		1,247.68	485701

NAME	AMOUNT	CHECK NO.	TOTAL
STREET COP TRAINING LLC	199.00	485864	1,446.68**
CONST. PCT. 8 EDUCATION			
CASH ADVANCE ACCOUNT	200.00	485701	200.00**
HOTEL OCCUPANCY TAX FUND			
M&D SUPPLY	35.04	485705	566.29**
MUNRO'S	39.24	485708	
UNITED STATES POSTAL SERVICE	7.47	485749	
MATERA PAPER COMPANY INC	143.29	485808	
REPUBLIC SERVICES	76.25	485825	
AT&T CORP	265.00	485865	
CRIME LAB FUNDING CJD			
CAYMAN CHEMICAL COMPANY	272.00	485792	272.00**
CAPITAL PROJECTS FUND			
TEXAS FACILITIES COMMISSION	6,500.00	485815	6,500.00**
AIRPORT FUND			
BEAUMONT TRACTOR COMPANY	189.50	485666	5,567.93**
FED EX	38.43	485688	
MUNRO'S	81.65	485708	
OFFICE DEPOT	84.47	485712	
S.E. TEXAS BUILDING SERVICE	4,246.66	485724	
LOWE'S HOME CENTERS, INC.	127.22	485754	
REPUBLIC SERVICES	305.00	485825	
M&R FLEET SERVICES, INC.	495.00	485843	
AIRPORT IMPROVE. GRANTS			
THE EXAMINER	397.50	485685	
SE TX EMP. BENEFIT POOL			397.50**
EXPRESS SCRIPTS INC	106,506.77	485836	107,479.09**
UNITED HEALTHCARE SERVICES INC	972.32	485856	
SETEC FUND			
REPUBLIC SERVICES	1,450.00	485825	1,450.00**
LIABILITY CLAIMS ACCOUNT			
CALVERT EAVES CLARKE & STELLY LLP	168.19	485824	168.19**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	32,795.69	485770	32,795.69**
SHERIFF'S FORFEITURE FUND			
STALKER RADAR	585.00	485840	585.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,277.00	485635	636,518.90
CLEAT	306.00	485636	
JEFFERSON CTY. TREASURER	13,349.75	485637	
RON STADTMUELLER - CHAPTER 13	182.31	485638	
INTERNAL REVENUE SERVICE	208.00	485639	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,060.00	485640	
JEFFERSON CTY. COMMUNITY SUP.	9,087.25	485641	
JEFFERSON CTY. TREASURER - HEALTH	532,269.61	485642	
JEFFERSON CTY. TREASURER - US DIST	909.94	485643	
JEFFERSON CTY. TREASURER - GENERAL	25.00	485644	
JEFFERSON CTY. TREASURER - PAYROLL	1,831,797.27	485645	
JEFFERSON CTY. TREASURER - PAYROLL	636,518.90	485646	

NAME	AMOUNT	CHECK NO.	TOTAL
MONEY LIFE INSURANCE OF AMERICA	72.54	485647	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,801.28	485648	
JEFFERSON CTY. TREASURER - TCDRS	724,657.73	485649	
JEFFERSON COUNTY TREASURER	2,910.58	485650	
JEFFERSON COUNTY - TREASURER -	6,766.78	485651	
NECHES FEDERAL CREDIT UNION	35,318.16	485652	
JEFFERSON COUNTY - NATIONWIDE	58,435.70	485653	
JOHN TALTON	600.00	485654	
INVESCO INVESTMENT SERVICES, INC	1,094.99	485655	
NORTH CAROLINA DEPT OF REVENUE	160.98	485656	
MARINE DIVISION			3,873,809.77**
JACK BROOKS REGIONAL AIRPORT	206.28	485700	
DANNY G. WALKER	150.00	485732	
ADVANCED SYSTEMS & ALARM SERVICES,	2,895.00	485739	
VERIZON WIRELESS	531.86	485746	
SIERRA SPRING WATER CO. - BT	35.49	485751	
THE DINGO GROUP-PETE JORGENSON MARI	1,408.52	485780	
WATSON PROPELLER	240.00	485786	
KYLE BORDELON	125.25	485866	
			5,592.40**
			4,398,609.56***

Jefferson County Sub-Courthouse
525 Lakeshore Drive
Port Arthur, Texas 77640



OFFICE: (409)983-8300
FAX: (409)983-8303
Email: msinegal@co.jefferson.tx.us

COMMISSIONER
MICHAEL SHANE SINEGAL
PRECINCT #3

August 19, 2021

To Fran Lee
Cc Patrick Swain:

I would like to request a Reclassification of a position currently at my Road & Bridge Pct. 3 location. As a cost saving to the County I'm requesting to reclassify the Carpenter-Streets & Highways position down to an Equipment Operator/Maintenance Worker position with the Budget amount of \$46, 431.

Thank You God Bless

A handwritten signature in black ink, appearing to read "MSinegal", with a long horizontal line extending to the right.

Michael Shane Sinegal
Jefferson County Commissioner Pct. 3



JOINT ELECTION AGREEMENT AND
ELECTION SERVICES CONTRACT
BETWEEN JEFFERSON COUNTY
AND **Hamshire Fannett Independent School District**

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

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

THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT is made this 24th day of August, 2021, by and between the Political Subdivision of **Hamshire Fannett Independent School District**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Theresa Goodness**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

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

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

- (b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and Election Day officials of the date, time and place thereof.
- (c) Arrange for the use of early voting locations per the attached **Exhibit A – Early Voting Locations** and Election Day polling locations per the attached **Exhibit B – Election Day Vote Centers**. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.
- (d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.
- (e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for this Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.
- (g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.
- (h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.
- (i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.
- (j) Provide information services for voters and election officers.
- (k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.
- (l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the Election Services Contract

aforementioned for their services and time in accordance with their rate of pay policy.

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

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

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

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

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

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

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

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and Election Services Contract

programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the attached **Exhibit C- CALENDAR**

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

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

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

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

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

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

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

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

(a) Costs for early voting, election day, equipment delivery, supplies and mail ballots, including payroll and equipment leasing, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according

to the number of voting precincts within each political subdivision. Equipment leasing costs are listed on **Exhibit D – Contract Costs.**

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

5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the CALENDAR without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the CALENDAR is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10th day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such

arrangements separate from this Agreement.

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

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

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

6. DISPUTE RESOLUTION PROCEDURE

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

7. ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between Hamshire Fannett Independent School District and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

8. NOTICES

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

Hamshire Fannett Independent School District: Hamshire Fannett Independent School District

Dwaine K. Augustine
Superintendent
P.O. Box 223
Hamshire, TX 77622

JEFFERSON COUNTY:

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

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 17 day of August, 2021.

Hamshire Fannett Independent School District

(seal)

By: [Signature]
Name: Dwaine K. Augustine
Title: Superintendent

Attest: [Signature]

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the 24th day of August, 2021.

Jefferson County, Texas

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



(seal)

By: [Signature]
Name: Theresa Goodness
Election Services Contract
Last Updated: 7/8/2021

Attest: [Signature]

Title: County Clerk

EXHIBIT A

NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR
November 2, 2021, CONSTITUTIONAL AMENDMENT AND JOINT ELECTION
(Aviso de localizaciones y horas para elecciones adelantadas de Noviembre 2, 2021
Sobre En miendas A La Constitución y Conjunta)

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

EARLY VOTING LOCATIONS:

(Localizaciones de Votación Adelantada):

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

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones anteriores):

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

EXHIBIT B - ELECTION DAY VOTE CENTERS

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

EXHIBIT C
CALENDAR

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

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

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

SEPTEMBER 1, 2021

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

68th day before Election Day

Recommended date to conduct ballot position drawing.

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

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

60th day before Election Day

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

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

- whether or not Political Subdivision has a **contested election**.
- **candidate names**, including **write-in candidates**.
- any **candidate withdrawals** or **election cancellation**.
- **order of candidates on ballot**. (We prefer to receive it sooner if it is available.)

- **Spanish translations** of all ballot titles, contests, and ballot language.
- **phonetic pronunciations** of all candidate names which will be used for the ballot audio recording.

60th day before Election Day - Continued

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

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

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

Contracting Officer contact information:

Email:	countyclerk@co.jefferson.tx.us
Mail:	P. O. Box 1151, Beaumont, TX 77704-1151
Hand Delivery:	1085 Pearl Street, First Floor, Beaumont, Texas 77701

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

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

45th day before Election Day

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

30th day before Election Day

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

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

21st day before Election Day

Election Services Contract

Last Updated: 7/8/2021

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

15th day before Election Day

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

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

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

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

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

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

10th day before Election Day

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

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

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

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

4th day before Election Day

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

Election Day

Polls open 7:00 A.M. – 7:00 P.M.

30 days from date of final invoice

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

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

EXHIBIT D

CONTRACT COSTS

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

REVISED 07/19/16

**AGENDA ITEM****August 24, 2021**

Receive and file Amended Property Tax Agreement between Jefferson County and Coastal Caverns 1, LP for Phases 1 and 2.

**AGENDA ITEM****July 20, 2021**

Consider and possibly approve an amendment to the Property Tax Abatement with Coastal Caverns 1, L.P regarding phases 1, and 2 of that project pursuant to Texas Property Tax Code Chapter 312.401 et seq.

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY
AND COASTAL CAVERNS 1, L.P. FOR PROPERTY LOCATED
IN THE COASTAL CAVERNS REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and Coastal Caverns 1, L.P. ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on October 2, 2017 (attached hereto as Exhibit "A") with respect to the abatement of certain *ad valorem* property taxes on Phases 1 and 2 of new facilities (the "Project") to be constructed by OWNER, in the Coastal Caverns Reinvestment Zone which was originally adopted by Jefferson County on the 16th day of Oct., 2017.

2. Coastal Caverns 1, L.P. is the owner of record in County's real property records of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project. Owner has requested that the County modify the Agreement to start of construction date on Phases 3-5 of the Project, which are the subject of a separate tax abatement agreement, but which start date has implications for the tax abatement period for Phases 1 and 2.

3. It was and 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 the tax abatement reside with and are the property of the owner of the Project.

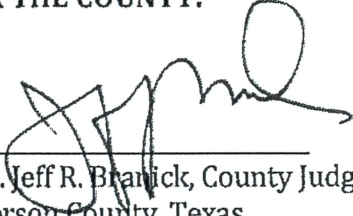
4. Paragraph 5 of the Agreement relating to Owner Representations/Obligations is amended as follows:
 - 5.c. Construct both phases of the Project with an estimated investment of \$111 million. If COMPANY has not commenced construction on phase two within 18 months of completion of phase one, COUNTY reserves the right to adjust the tax abatement schedule for the remaining years of this Agreement to reflect a schedule that is consistent with the investment and job creation. Further, COMPANY has represented that the phases subject to this Agreement are the first two of five phases of this Project (see project description, below). If COMPANY completes phases one and two, but fails to commence construction on phase three by December 31, 2024, the tax abatement schedule applicable to this Agreement will be reduced as reflected in the Tax Abatement Schedule, below. (See tax abatement schedule in original agreement.)

5. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement.

(SIGNATURES ON NEXT PAGE)


Signed this 20th day of July, 2020.

FOR THE COUNTY:



Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

FOR THE OWNER:


Chief Financial Officer

**AGENDA ITEM****August 24, 2021**

Receive and file Amended Property Tax Agreement between Jefferson County and Coastal Caverns 1, LP for Phases 3, 4 and 5.

**AGENDA ITEM****July 20, 2021**

Consider and possibly approve an amendment to the Property Tax Abatement with Coastal Caverns 1, L.P regarding phases 3, 4 & 5 of that project pursuant to Texas Property Tax Code Chapter 312.401 et seq.

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY
AND COASTAL CAVERNS 1, L.P. FOR PROPERTY LOCATED
IN THE COASTAL CAVERNS REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and Coastal Caverns 1, L.P. ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on October 16, 2017 (attached hereto as Exhibit "A") with respect to the abatement of certain *ad valorem* property taxes on Phases 1-5 of new facilities (the "Project") to be constructed by OWNER, in the **Coastal Caverns Reinvestment Zone** which was originally adopted by Jefferson County on the 16th day of October, 2017.

2. Coastal Caverns 1, L.P. is the owner of record in County's real property records of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project. Owner has requested that the County modify the Agreement to delay the beginning date of tax abatement percentages agreed to and the real interests and obligations outlined in the abatement agreement.

3. It was and 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 the tax abatement reside with and are the property of the owner of the Project.

4. The Parties acknowledge that circumstances beyond the control of Owner, specifically difficulties occasioned by the occurrence of natural disasters and COVID-19, have delayed the commencement of construction and the Owner will suffer the loss of the intended benefits of the original abatement agreements and, for these reasons, the parties agree that the Tax Abatement Agreement for Phases 3-5 of project shall be amended only with respect to:

Article 4: Term of Abatement

The Term of the Abatement granted pursuant to this Agreement shall be as reflected in the Abatement Schedule (EXHIBIT "B"), which will replace the Agreement's existing Exhibit "A" for Phases 3-5;

Should OWNER not begin the construction of Phase 3 by December 31, 2024, this AGREEMENT shall be null and void. Year 1 of the Abatement Period for Phase 3 shall be 2027.

Should OWNER not begin the construction of Phase 4 by December 31, 2025, this AGREEMENT shall be null and void as to Phases 4 and 5. Year 1 of the Abatement Period for Phase 4 shall be 2028.

Should OWNER not begin the construction of Phase 5 by December 31, 2027, this AGREEMENT shall be null and void as to Phase 5. Year 1 of the Abatement Period for Phase 5 shall be 2029.

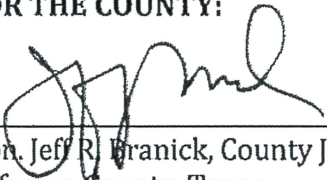
The OWNER'S obligation to create four new full-time jobs and retain not less than twenty (20) pre-existing full-time jobs will use the employee headcount as of January 1, 2027 as the starting point, adjusted to reflect anticipated completion date of Phase 3.

5. The Parties agree that OWNER will certify to the County the completion of each phase and the County will request that the Jefferson Central Appraisal District establish discrete tax accounts for each phase to facilitate administration of the tax abatement.

6. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement.

Signed this 20th day of July, 2021.

FOR THE COUNTY:


 Hon. Jeff R. Branick, County Judge
 Jefferson County, Texas

FOR THE OWNER:

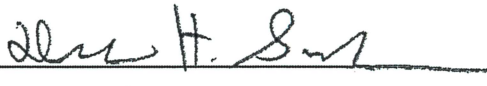

 Chief Financial Officer

EXHIBIT "B"			
PHASE 3, 4 AND 5 ABATEMENT SCHEDULE			
	PHASE 3	PHASE 4	PHASE 5
2027	100		
2028	100	100	
2029	100	100	100
2030	80	100	100
2031	80	80	100
2032	80	80	80
2033	60	80	80
2034	60	60	80
2035		60	60
2036			60

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Loma George
Hon. Jeff Branick's Office

FROM: Commissioner Everette Alfred

DATE: August 17, 2021

RE: Agenda Item

Please place this item on the Agenda for Tuesday, August 24, 2021:

Consider, possibly approve a Resolution and authorize the County Judge to execute an Order to Approve Online Education for County Commissioners.

Thank you.

EA/nr

STATE OF TEXAS

COUNTY OF JEFFERSON

ORDER TO APPROVE ONLINE EDUCATION FOR COUNTY COMMISSIONERS

Whereas, Section 81.0025(b), Local Government Code, as amended by the 87th Legislature, authorizes online instruction for commissioners continuing education with the approval of the commissioners court, except for a county commissioner in the first 12-month period of the commissioner's first term;

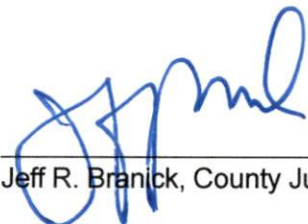
Whereas, the Commissioners Court of Jefferson County, Texas wishes to authorize online instruction of commissioners continuing education as permitted by the statute;

IT IS HEREBY ORDERED that the Commissioners Court of Jefferson County, Texas approves and authorizes online instruction for the continuing education of county commissioners, except for a county commissioner in the first 12-month period of the commissioner's first term; and

IT IS FURTHER ORDERED that a copy of this Order shall be submitted to the Commissioners Education Committee of the County Judges and Commissioners Association of Texas.

Read and adopted by a vote of 5 ayes and 0 nays on this 24th day of August, 2021.

Signed:

By 
Jeff R. Branick, County Judge

ATTEST:

By 
Theresa Goodness, County Clerk



**AGENDA ITEM****August 24, 2021**

Consider, possibly approve and authorize the County Judge to execute TxCDBG Initial Acquisition Report for Contract No. 7218240 (regarding easements first-time sewer service).



TxCDBG INITIAL ACQUISITION REPORT

A600

Grant Recipient Name:

Contract Number:

This form must be submitted prior to release of any contract construction funds. This form must be resubmitted if the need for additional acquisition not previously reported is required.

1. Is acquisition of real property (including acquisition already completed) required to complete the project described in the TxCDBG contract performance statement. (Answer **Yes** or **No**):

- Yes, acquisition activity is required as stated in the performance statement.**
- Yes, acquisition activity is required, but is not currently included in the performance statement.**
A Performance Statement Modification will be submitted to the Contract Specialist.

Check the below boxes as applicable to the acquisition activity:

- Acquisition has been completed and supporting documentation has been submitted.
- Funds are budgeted for the acquisition activity.
- Acquisition of real property for the project site is required.
- Acquisition of right of way easements is required.

2. Does this locality have the authority to exercise Eminent Domain? (Answer **Yes** or **No**)

- Yes, this locality DOES have the authority to exercise Eminent Domain for this project.**

Check the below boxes as applicable. Acquisition is **INVOLUNTARY** unless **all** the below are checked.

- The locality will inform the property owner of the value of the property.
- The locality will NOT acquire the property if negotiations fail to result in an amicable agreement, AND the owner will be informed in writing.
- Property to be acquired is NOT part of an intended, planned or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.
- No specific site needs to be acquired.

This acquisition is **INVOLUNTARY**

No involuntary acquisition activity may commence until TDA Approval is obtained. The locality will:

- 1) inform the owner **IN WRITING** of the just compensation value of the property; and
- 2) provide the owner with required landowner's rights brochures.

Description of real property to be acquired and justification for acquisition:

Each of the twelve (12) locations that will be connected to first time sewer service are required to sign over a sewer utility easement to the West Jefferson MWD or Trinity Bay WCD as part of the application process. All homeowners are aware of this and have agreed to provide the required easement. TDA requires that the County go through the process of acquiring these easements and compensating the homeowners for the easements. Eminent Domain will not be exercised. Easements are involuntary because they are site specific. Easements will range in value from \$100 - \$600. Details will be reported on the Acquisition Report and Checklist.

- Project map attached indicating location of property to be acquired. (**Required**) Including alternate site(s) for voluntary acquisition (if applicable) .


Appraisal Waiver Request

- The value of the property to be acquired is \$10,000 or less, the valuation is uncomplicated and prepared by a qualified person, therefore waiver of appraisal requirements is requested. [49 CFR 24.2(a)(33)]
- No waiver of appraisal requirements is requested. An appraisal is required.

Please Initial the Following Certifications:

_____ I certify that the above information is correct. All acquisition activity for this project will comply with TxCDBG Project Implementation Manual program requirements and will be completed prior to beginning construction.

_____ I understand that an environmental review is required before the acquisition of any real property.

Printed Name	Jeff R. Branick	Title	County Judge
Signature of Chief Local Official		Date	08-24-2021

Please note that complete acquisition records remain subject to compliance review during interim and close-out monitoring.

TDA USE ONLY

Reviewer: _____ Approval Date: _____

- TDA accepts the initial acquisition report and grants approval to proceed with involuntary acquisition procedures. [Note: This is not approval to acquire property through the use of eminent domain authority. Condemnation of property related to a TxCDBG project requires prior written approval from TDA]
- TDA accepts the initial acquisition report and approves the waiver valuation based on the Grant Recipient's certification of anticipated property value.
- TDA accepts the initial acquisition report and grants approval to proceed with voluntary acquisition.

**AGENDA ITEM****August 24, 2021**

Receive and file executed Inter-local Agreement between the Counties of Jefferson, Hardin, Orange and Jasper for the operation of the infusion center to provide treatment patients with COVID-19.

STATE OF TEXAS**INTERLOCAL AGREEMENT****COUNTY OF JEFFERSON**

WHEREAS, Chapter 791 of the Texas Government Code Authorizes agreements between political subdivisions of the state in order to more efficiently provide services to the citizens of the State of Texas, and;

WHEREAS, local government authorities have a responsibility to act in time of emergency as provided by Chapter 418 of the Government Code, also known as the Texas Disaster Act of 1975, for the purposes expressed in Sec. 418.002 of the act, and;

WHEREAS, the Counties of Jefferson, Hardin, Orange and Jasper have agreed to cooperate in providing premises and services, as an infusion center, necessary to provide critical services to ameliorate the dangers to health to individuals which is occasioned by the COVID-19 pandemic.

NOW, THEREFORE, in consideration of the above recitals and covenants contained herein, the parties hereto agree as follows:

1. Each jurisdiction hereby agrees to share in the monthly cost of lease of premises located at 5550 Easttex Freeway, Beaumont, Texas and necessary utilities on a pro rata basis, according to the population of each county; and
2. At this time it is estimated that the lease will be \$13,000 per month and utilities would be approximately \$2,000.00 per month. Security costs will be based upon actual charges.
3. The premises will be operated by staff provided by third party hospitals and all necessary supplies and equipment necessary for this operation as an infusion center will be provided by them at not costs to the parties hereto.
4. This infusion center will be available to citizens of the participating counties and services by the center will be scheduled by the staff there.
5. This agreement shall be effective on the date executed by any party hereto and shall remain in full force and effect unless and until terminated by a party by giving written notice of such termination to the governing body of the other party at the place at which regular meetings of that body are held.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties signatures hereto being duly authorized by the appropriate action of their respective governing bodies as required by law.

Jefferson County, Texas

By: [Signature]
Jeff R. Branick, County Judge

ATTEST:

By: [Signature]
Theresa Goodness, County Clerk



Jasper County, Texas

By: _____
Mark Allen, County Judge

ATTEST:

By: _____

Orange County, Texas

By: _____
John Gothia County Judge

ATTEST:

By: _____

Hardin County, Texas

By: _____
Wayne McDaniel, County Judge

ATTEST:

By: _____

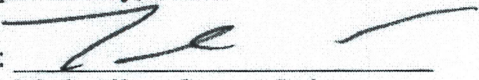
Jefferson County, Texas

By: _____
Jeff R. Branick, County Judge

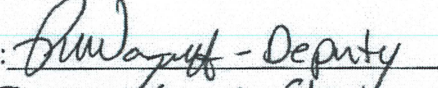
ATTEST:

By _____
Theresa Goodness, County Clerk

Jasper County, Texas

By:  _____
Mark Allen, County Judge

ATTEST:

By:  _____
Deputy Jasper County Clerk

Orange County, Texas

By: _____
John Gothia County Judge

ATTEST:

By: _____

Hardin County, Texas

By: _____
Wayne McDaniel, County Judge

ATTEST:

By: _____

Jefferson County, Texas

By: _____
Jeff R. Branick, County Judge

ATTEST:

By: _____
Theresa Goodness, County Clerk

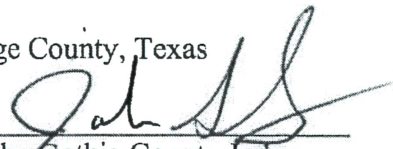
Jasper County, Texas

By: _____
Mark Allen, County Judge

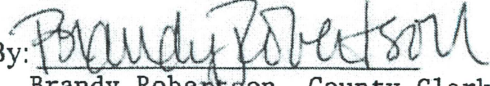
ATTEST:

By: _____

Orange County, Texas

By: 
John Gothia County Judge

ATTEST:

By: 
Brandy Robertson, County Clerk

Hardin County, Texas

By: _____
Wayne McDaniel, County Judge

ATTEST:

By: _____

Jefferson County, Texas

By: _____
Jeff R. Branick, County Judge

ATTEST:

By _____
Theresa Goodness, County Clerk

Jasper County, Texas

By: _____
Mark Allen, County Judge

ATTEST:

By: _____

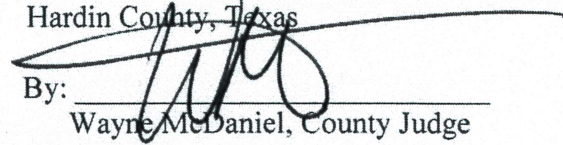
Orange County, Texas

By: _____
John Gothia County Judge

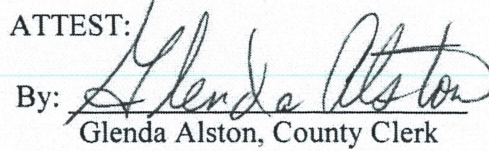
ATTEST:

By: _____

Hardin County, Texas

By:  _____
Wayne McDaniel, County Judge

ATTEST:

By:  _____
Glenda Alston, County Clerk



TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 11/18/2020 - 11/17/2021

Hon. Allison N. Getz
Tax Assessor-Collector
Jefferson County
PO Box 2112
Beaumont, TX 77704-2112

ID: 239274
Phone: (409) 835-8516
Fax:
Enrolled Date: 11/18/2014

Date	Description	Earned Hours
04/16/2021	TAC Leadership 254	16.75
06/10/2021	87th Annual Tax Assessor-Collectors Association Conference	16.50
Total Hours for Year:		33.25

You have met your education requirements for the period 11/18/2020 - 11/17/2021.

You may carry forward to the next reporting period 10.00 hours.

Texas Property Tax Code § 6.231

(a) A county assessor-collector must successfully complete 20 hours of continuing education before each anniversary of the date on which the county assessor-collector takes office. The continuing education must include at least 10 hours of instruction on laws relating to the assessment and collection of property taxes for a county assessor-collector who assesses or collects property taxes.

(d) A county assessor-collector shall file annually a continuing education certificate of completion with the commissioners' court of the county in which the county assessor-collector holds office.

Print Date: 07/22/2021

For questions regarding CE hours, please contact the TACA Education Director at education@tacaoftexas.org.

JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Application Date: 08/10/21 Permit #: 04 -OW- 21 Precinct#: 1:4

Business Name: WHC, LLC Business Phone: 337-837-8765

Business Address: 300 Industrial Trace, Broussard, LA 70518

Local Representative: Michael Dickerson Local Phone: 337-909-9238

State Permit No. (if applicable): _____

Bond Amount: \$ 4,740,000.00 Bond #: ES00009226

Description of Work/Type/Location: Pipeline Construction - 10868 US-90 Beaumont, TX 77731

Haul equipment and materials for project in Jefferson County Texas. See attached Road Use Agreement.

Description of Route: See attached list of roads and map

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Signed this 10 day of August 20 21

WHC, LLC
Name of Company (Permittee)

By: Pam Romero

Title: VP Controller

Pam Romero
Applicant's Signature

Pam Romero
Applicant's Printed Name

JEFFERSON COUNTY

By: Michael [Signature]
COUNTY ENGINEER
Director of Engineering

By: Kenneth Minkov
Precinct Supervisor

Paul Tracy

JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT
(Engineering Department Use Only)

Date Approved: 08/12/21 Application Approved Yes No

If No, give reason: _____

Processed By: Ernest Clement

Title: Engineering Specialist



Processor's Signature

ERNEST CLEMENT

Processor's Printed Name

WHC, LLC - Jefferson County Overweight Vehicle Permit

Road	FT	Miles
Olin St	4,513.00	0.854734848
Sulphur Drive	7,556.00	1.431060606
Rolfe Christopher Dr	345.00	0.065340909
Highland Ave	1,209.00	0.228977273
Avenue A	1,100.00	0.208333333
Erie St	14,379.00	2.723295455
Tyrell Park Rd	12,811.00	2.426325758
Frint Rd	8,996.00	1.703787879
Labelle Rd	3,473.00	0.657765152
Brooks Rd	28,006.00	5.304166667
S Pine Island Rd	12,721.00	2.409280303
Wespine Rd	1,654.00	0.313257576
Walden Rd	33,737.00	6.389583333
Smith Rd	5,268.00	0.997727273
Langham	2,593.00	0.491098485
Phealan Rd	9,905.00	1.87594697
Sour Lake Rd	39,356.00	7.453787879
West Lane	1,869.00	0.353977273
Meeker Rd	4,360.00	0.825757576
Aggie Dr	12,358.00	2.340530303
Broadway	6,773.00	1.282765152
Wesbury	14,637.00	2.772159091
CR 326	22,679.00	4.295265152
	250,298.00	47.4
Bond ES00009226		\$4,740,000.00

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Jefferson County Haul Routes
 Exxon/Mobil B2/B3 Pipeline Project

STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

**ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
 AND WHC, LLC**

WHEREAS, WHC, LLC (hereinafter "Company") intends to conduct Hauling Construction Equipment [describe operation], (hereinafter the "Project") at a site located on 10868 US 90 Beaumont, TX 77731 (county road name) located in Precinct No. _____; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

1. County Road See attached list of roads in Jefferson County
2. County Road _____; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road See attached list of roads and County road _____ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of August 10, 2021 to a termination date of June 30, 2022. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: _____] and County [2nd road name: _____] for additional support.

- 4. Company shall provide a surety bond in the sum of [\$ 4,740,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

- 5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. of Jefferson County, Texas before transporting any equipment on County [road name: per attached] and County [2nd road name: per attached] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 24th day of August, 2021

[Signature]
 Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 24th day of August, 2021

Attest:

[Signature]
 Jefferson County Clerk



[Signature]
 Authorized Agent for WHC, LLC

PAM ROMERO

VP CONTROLLER

Louisiana

THE STATE OF ~~TEXAS~~, §
PARISH OF LAFAYETTE §
COUNTY OF ~~JEFFERSON~~ §

I, M. Benjamin Alexander a notary public, do hereby certify that on this 12 day of August,
 , personally appeared before me Pam Romero, being by me first duly sworn,
declared that he is the Vice President - Controller of WHC, LLC and that he
has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 12 day of August, 2021.



Notary Public, State of Texas Louisiana
Notary's Typed/Printed Name M. Benjamin Alexander
My commission expires at death

Exhibit 1

Estimate of Cost:

Length of [1st road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:
 Length of [2nd road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 32 per hour x _____ hours = \$ _____

Equipment Operator \$ 30 per hour x _____ hours = \$ _____

Other \$ 30 per hour x _____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).)

Truck \$ 95 per hour x _____ hours = \$ _____

Grader \$ 95 per hour x _____ hours = \$ _____

Other \$ 95 per hour x _____ hours = \$ _____

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 100 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Asphalt \$ 100 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Other at \$ 100 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ _____

WHC, LLC - Jefferson County Overweight Vehicle Permit

Road	FT	Miles
Olin St	4,513.00	0.854734848
Sulphur Drive	7,556.00	1.431060606
Rolfe Christopher Dr	345.00	0.065340909
Highland Ave	1,209.00	0.228977273
Avenue A	1,100.00	0.208333333
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Walden Rd	33,737.00	6.389583333
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Broadway	6,773.00	1.282765152
Wesbury	14,637.00	2.772159091
CR 326	22,679.00	4.295265152
	250,298.00	47.4
Bond ES00009226		\$4,740,000.00



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

**AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY**


1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and.
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013





JUDGE JEFF R. BRANICK
County Judge

LICENSE AND/OR PERMIT BOND

Bond No: ES00009226

KNOW ALL MEN BY THESE PRESENTS:

That we, WHC, LLC, as Principal and Everest Reinsurance Company, incorporated under the laws of the State of DE, with principal office in _____, as Surety, are held and firmly bound unto Jefferson County as Obligee, in penal sum of Four Million Seven Hundred Forty Thousand Dollars and 00/100 \$4,740,000.00, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a license or permit for EXXON Mobil - Heavy Loads on Jefferson County Roads - Permit Bond, and the term of said license or permit is as indicated opposite the block checked below:

Beginning the 6th day of August, 2021 and ending the 5th day of August, 2022

Continuous, beginning the _____ day of _____

WHEREAS, The Principal is required by law to file with Jefferson County a bond for the above indicated term and conditioned as hereinafter set forth.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if the Surety shall so elect, this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated the 6th day of August, 2021.

WHC, LLC

Michael Phillips
(Witness)

By: Pamela T. Romero
Pamela T. Romero (Principal)

Everest Reinsurance Company

J A Piccirillo
(Witness) J A Piccirillo

By: Jessica L. Piccirillo
Jessica L. Piccirillo Attorney-In-Fact





POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint: **Jessica L. Piccirillo**

its true and lawful Attorney-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Bond No.: ES00009226

Principal: WHC, LLC

Obligee: Jefferson County

Such bonds and undertakings, when duly executed by the aforesaid Attorney-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 6th day of August 2021.



TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at

1-866-287-1736

You may also write to:

Everest National Insurance Company
477 Martinsville Road, PO Box 830
Liberty Corner, NJ 07938-0830

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439

You may write the Texas Department of Insurance
Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490 – 1001
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-908-604-3000. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part of condition of the attached document.

NP 70 68 0901

TEXSAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al

1-866-287-1736

Usted tambien puede escribir a:

Everest National Insurance Company
477 Martinsville Road, PO Box 830
Liberty Corner, NJ 07938-0830

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
FAX# (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del document adjunto.

Special, August 24, 2021

There being no further business to come before the Court at this time,
same is now here adjourned on this date, August 24, 2021