

Notice of Meeting and Agenda
May 24, 2022

Special, 5/24/2022 10:30:00 AM

BE IT REMEMBERED that on May 24, 2022, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief John Shauberger

Honorable Laurie Leister, County Clerk

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

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
May 24, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **24th** day of **May 2022** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

9:15 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 an open meeting, would have a detrimental effect on the Commissioners' Court in negotiations with a third person.

9:30 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending or anticipated litigation.

11:00 a.m. - To receive information from Pamela Waggoner and Connected

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Nation regarding the Technology Action Plan to have our county 100% connected to broadband.

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

The following options are available:

**View live with audio from the County Webpage:
https://co.jefferson.tx.us/comm_crt/commlink.htm**

**Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532#
Participant ID: #**

The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass.

Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Vernon Pierce, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Darrell Bush, Commissioner, Precinct Two

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PURCHASING:

- (a). Consider and approve specifications for Request for Proposals (RFP 22-021/YS), Comprehensive Inmate Technology Services Package for Jefferson County Correctional Facility, Downtown Jail, and Minnie Rogers Juvenile Justice Center.

SEE ATTACHMENTS ON PAGES 12 - 74

Motion by: Alfred

Second by: Bush

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

Action: APPROVED

- (b). Consider and approve, execute, receive and file Job Order Contract (JOC 22-027/DC) with Preferred Facilities Group-USA for the Service Center Drywall Repairs in the amount of \$1,729.85; in accordance with Choice Partners JOC Texas Contract 20/017MR-17

SEE ATTACHMENTS ON PAGES 75 - 79

Motion by: Alfred

Second by: Bush

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

Action: APPROVED

- (c). Consider and approve a contract renewal for (RFP 18-059/YS), Food Service Consulting and Management Services for Jefferson County Correctional Facility for a second one (1) year option with Trinity Services Group, Inc. from June 15, 2022 to June 14, 2023.

NO ATTACHMENTS

Motion by: Alfred

Second by: Bush

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

Action: APPROVED

- (d). Execute, receive and file contract renewal for (IFB 18-052/YS), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County for a third one (1) year option with Auto-Chlor Services, LLC, Certified Laboratories, The Home Depot Pro, ICS Jail Supplies, Inc., Interboro Packaging Corp., Matera Paper, and Unipak Corp from November 16, 2021 to November 15, 2022.

SEE ATTACHMENTS ON PAGES 80 - 86

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

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

SEE ATTACHMENTS ON PAGES 87 - 88

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

COUNTY AUDITOR:

- (a). Consider and approve budget amendment– Elections – additional cost for elections and runoffs.

SEE ATTACHMENTS ON PAGES 89 - 89

120-9999-415-9999	CONTINGENCY APPROPRIATION		\$100,000.00
120-1034-414-5024	ELECTION EXP.-JUDGES/CLKS	\$100,000.00	

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

- (b). Consider and approve budget transfer – Constable Pct.1 – additional cost for travel.

SEE ATTACHMENTS ON PAGES 90 - 90

120-3065-425-1005	EXTRA HELP		\$1,000.00
120-3065-425-5062	TRAVEL EXPENSE	\$1,000.00	

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

- (c). Consider and approve budget transfer – Constable Pct.6 – additional cost for travel.

SEE ATTACHMENTS ON PAGES 91 - 91

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120-3070-425-1098	OVERTIME ALLOWANCE		\$2,100.00
120-3070-425-5062	TRAVEL EXPENSE	\$2,100.00	

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

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

SEE ATTACHMENTS ON PAGES 92 - 92

120-9999-415-9999	CONTINGENCY APPROPRIATION		\$100,000.00
120-8095-417-3037	GASOLINE	\$100,000.00	

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

(e).Receive and file Financial & Operating Statements – County Funds Only for the Month Ending April 30, 2022.

SEE ATTACHMENTS ON PAGES 93 - 107

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

(f).Consider and approve electronic disbursement for \$865,457.91 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

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

(g).Receive and file subrecipient agreement, with Tender Loving Care Center for Children, dba Legacy Community Development Corp for the purpose of administering the Emergency Rental Assistance Program round II funds (ERAP 2).

SEE ATTACHMENTS ON PAGES 108 - 137

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

- (h). Consider and approve electronic disbursement for \$511,262.77 to Southeast Texas Regional Planning Commission for payment of claims.

NO ATTACHMENTS

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

- (i). Regular County Bills – check #495294 through check #495510.

SEE ATTACHMENTS ON PAGES 138 - 146

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

COUNTY COMMISSIONERS:

- (a). Consider and possibly approve a Resolution recognizing Beatrice Jones for 35 years and 7 months of service to Jefferson County and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 147 - 147

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

- (b). Receive and file executed Amended Tax Abatement Agreement between Jefferson County and Suez WTS USA, Inc. for property located in the Suez WTS USA, Inc.- Project Clear Reinvestment Zone pursuant to Texas Tax Code, Sec. 312.401 et seq.

SEE ATTACHMENTS ON PAGES 148 - 153

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

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- (c). Consider and approve authorizing the County Judge to sign the Hazard Mitigation Grant Program Application Certification for Grant number 4485.

SEE ATTACHMENTS ON PAGES 154 - 154

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

- (d). Consider and approve revised Resolution committing Jefferson County to provide local matching funds secured from individual homeowners to complete the FEMA Hazard Mitigation grant projects.

SEE ATTACHMENTS ON PAGES 155 - 155

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

- (e). Consider and possibly approve a Proclamation for National Men's Health Month.

SEE ATTACHMENTS ON PAGES 156 - 157

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

- (f). Consider, possibly approve and authorize the County Judge to execute an Amended Tax Abatement Agreement between Jefferson County and Aditya Birla Chemicals (USA), LLC for Project Raman to reflect a corporate name change pursuant to Texas Tax Code, Sec. 312.401 et seq. (This is to reflect that the correct name of Aditya Birla Chemicals (USA) LLC is now Aditya Birla Chemicals (USA), Inc.)

SEE ATTACHMENTS ON PAGES 158 - 178

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

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- (g). Consider, possibly approve and authorize the County Judge to execute an Amended Tax Abatement Agreement between Jefferson County and Aditya Birla Chemicals (USA), LLC for Project Raman to reflect a corporate name change pursuant to Texas Tax Code, Sec. 312.401 et seq. (This is to reflect that the correct name of Aditya Birla Chemicals (USA) LLC is now Aditya Birla Chemicals (USA), Inc.)

SEE ATTACHMENTS ON PAGES 179 - 181

Motion by: Pierce

Second by: Bush

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

Action: APPROVED

ADDENDUMS:

- (h). Consider and possibly approve a 30-day extension for Jefferson County Emergency Services District No. 3 to file its annual audit for 2021-2022 Pursuant to Texas Health & Safety Code sec. 775.082.

SEE ATTACHMENTS ON PAGES 182 - 183

Motion by: Pierce

Second by: Bush

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

Action: APPROVED

- (i). Consider and possibly approve a 30-day extension for Jefferson County Emergency Services District No. 4 to file its annual audit for 2021-2022 Pursuant to Texas Health & Safety Code sec. 775.082.

SEE ATTACHMENTS ON PAGES 184 - 185

Motion by: Pierce

Second by: Bush

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

Action: APPROVED

COUNTY TREASURER:

- (a). Consider and possibly authorize the County Treasurer to execute Release of Excess Collateral with Wells Fargo Bank, N.A. through the Bank of New York- Mellon, for the funds of Jefferson County.

SEE ATTACHMENTS ON PAGES 186 - 187

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

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

SEE ATTACHMENTS ON PAGES 188 - 190

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

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

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Special, May 24, 2022

There being no further business to come before the Court at this time, same is now here adjourned on this date, May 24, 2022.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE Advertisement for Request for Proposal

May 24, 2022

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 22-021/YS, Comprehensive Inmate Technology Services Package. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward one (1) original hard copy and seven (7) hard copies, and one (1) USB thumb drive of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

There will be a **MANDATORY** pre-proposal conference on Wednesday, June 8, 2022, at 10:00 am CT at the Jefferson County Correctional Facility, 5030 Highway 69 South, Beaumont, Texas, 77705.

PROPOSAL NAME: Comprehensive Inmate Technology Services Package for Jefferson County Correctional Facility, Downtown Jail, and Minnie Rogers Juvenile Justice Center

PROPOSAL NO: RFP 22-021/YS

DUE DATE/TIME: 11:00 AM CT, Wednesday, July 6, 2022

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

Any questions relating to these requirements should be directed to Deborah Clark, Purchasing Agent, dclark@co.jefferson.tx.us. Technical questions should be directed to Sheriff Zena Stephens, Jefferson County Sheriff's Department, zstephens@co.jefferson.tx.us, or Chief John Shaubberger, Jefferson County Correctional Facility, jshaubberger@co.jefferson.tx.us.

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

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

Respondents are strongly encouraged to carefully read the entire invitation.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – May 18, 2022 and May 25, 2022
The Examiner – May 19, 2022

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Proposal Submissions:

Offeror is responsible for submitting:

- **One (1) Original Response Copy and Seven (7) Numbered Response Copies, and One (1) USB Thumb Drive; with all copies to include a completed copy of this specifications packet, in its entirety.**

Additionally, Offeror must monitor the Jefferson County Purchasing Department Website (below) to check for any addenda and/or additional instructions that have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<https://www.co.jefferson.tx.us/Purchasing/>

Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Inmate Telephone Services Package of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) Original Response Copy and (# here) Numbered Response Copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

Please read the "Proposal Submittal Checklist" included in this package.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

Section 1. Introduction to Offerors

(RFP 22-021/YS), Comprehensive Inmate Technology Services Package for Jefferson County Correctional Facility, Downtown Jail, and Minnie Rogers Juvenile Justice Center

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Inmate Technology Services Package.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 Vendor Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein**. Be sure your proposal package is complete.

1.2 Governing Law

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 Ambiguity, Conflict, or other errors in the RFP

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 Notification of Most Current Address

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 Proposal Preparation Cost

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

1.6 Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 Economy of Presentation

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 Incorporation by Reference and Precedence

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 Implied Requirements

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will result in disqualification.

1.13 Vendor Registration: SAM (System for Award Management)

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an “active” status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Offerors are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Proposal Submission.

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

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

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

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

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

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

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.15 Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

1.16 Evaluation

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County.

1.17 Withdrawal of Proposal

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.18 Minority-Women Business Enterprise Participation

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

1.19 Award

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

1.20 Ownership of Proposal

All proposals become the property of Jefferson County and will not be returned to Offerors.

1.21 Disqualification of Offeror

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals will be rejected if the County believes that collusion exists among the Offerors.

1.22 Contractual Development

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.23 Assignment

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.24 Contract Obligation

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.25 Termination

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.26 Inspections

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

1.27 Testing

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.28 Loss, Damage, or Claim

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offeror's and Jefferson County's property, equipment, and/or supplies.

1.29 Taxes

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.30 Non-Discrimination

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.31 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

1.32 Waiver of Subrogation

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

1.33 Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

1.34 Insurance

The contractor (including any and all subcontractors as defined in Section 1.35.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements:

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

Excess Liability \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section Below)

1.35 Workers' Compensation Insurance

1.35.1 Definitions:

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

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

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

1.35.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.35.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.34 above.

1.35.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.35.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.35.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.35.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.35.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.35.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.35.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.35.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- 1.35.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 1.35.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 1.35.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 1.35.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.35.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.35.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 1.35.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 1.35.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.35.1. – 1.35.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.35.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.35.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.36 Pre-Proposal Conference

There will be a **MANDATORY** pre-proposal conference on Wednesday, June 8, 2022 at 10:00 AM CT, at Jefferson County Correctional Facility, 5030 Highway 69 South, Beaumont, Texas, 77705.

1.37 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CT, Wednesday, July 6, 2022, to:

**Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1149 Pearl Street, First Floor
Beaumont, Texas 77701**

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

County Holidays – 2021:

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

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror. Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked “SEALED PROPOSAL.” The outside of the envelope or box shall also include: Proposal Number, Proposal Name, Proposal Due Date, Offeror’s Name and Address; and shall be addressed to the Purchasing Agent.

Offeror is responsible for submitting:

▪ **One (1) Original Response Copy and Seven (7) Numbered Bid Copies, and One (1) USB Thumb Drive; with all copies to include a completed copy of this specifications packet, in its entirety.**

Additionally, Offeror must monitor the Jefferson County Purchasing Department Website (below) to check for any addenda and/or additional instructions that have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

<https://www.co.jefferson.tx.us/Purchasing/>

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

1.38 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency

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

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department’s office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time

specified for receipt of proposal will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

1.39 Questions

Questions relating to general specification requirements may be emailed to Deborah Clark, Purchasing Agent, dclark@co.jefferson.tx.us, and those of a technical nature to Jefferson County Sheriff Zena Stephens, zstephens@co.jefferson.tx.us or Chief John Shauberger, Jefferson County Correctional Facility, jshauberger@co.jefferson.tx.us **no later than noon, Monday, June 27, 2022.**

1.40 Tentative Schedule of Events

May 24, 2022	Issuance of Request for Proposal
June 8, 2022	Pre Proposal Conference
July 6, 2022	Deadline Submission (late proposals will not be considered)
July 7, 2022	Proposals distributed to Evaluation Committee
July 20, 2022	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
July 26, 2022	Conduct Interview/Best and Final Offer/Short List
August 2, 2022	Recommendation for Award

Please note:

The above schedule of events is TENTATIVE in nature. Dates listed are subject to change.

Section 2. Federal Emergency Management Agency (FEMA) MANDATED CONTRACT PROVISIONS

1. REMEDIES

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

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

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

b. Applicability. This requirement applies to all FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

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

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

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

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

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

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

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives

of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

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

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

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

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 29 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

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

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

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

COMPLIANCE WITH THE DAVIS-BACON ACT:

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141- 3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

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

c. Requirements. If applicable, the non-Federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK ACT”:

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

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

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

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

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

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

CLEAN AIR ACT:

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

FEDERAL WATER POLLUTION CONTROL ACT:

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

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) (RFP 22-021/YS), Comprehensive Inmate Technology Services Package for Jefferson County Correctional Facility, Downtown Jail, and Minnie Rogers Juvenile Justice Center

at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

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

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

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

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

SUSPENSION AND DEBARMENT:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by

each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

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

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

c. Required Certification.

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

11. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

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

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

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

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

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

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

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or their representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

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

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

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

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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

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

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

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

c. **“This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”**

5. NO OBLIGATION BY FEDERAL GOVERNMENT

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

b. **Applicability.** FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

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

a. **Standard.** Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

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

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

3. Response Format

3.1 Introduction

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

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

3.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal (Appendix A of RFP)
- h. Other information that may be helpful in the evaluation

3.3 Transmittal Letter

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

3.4 Executive Summary

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

3.5 Table of Contents

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

3.6 Offeror Identifying Information

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

3.7 Conflict of Interest

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor 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 any employee or representative of same, in connection with this procurement.

3.8 Confidential/Proprietary Information

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

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

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

4. Proposal Submittal

The Proposal is due no later than 11:00 AM CT, Wednesday, July 6, 2022, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Inmate Technology Services Package of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- **One (1) original and seven (7) proposal copies, and one (1) USB thumb drive; with all copies to include a completed copy of this specifications packet in its entirety and any other documentation requested within these specifications, should be mailed or delivered to:**

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

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.
- It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP **will** result in disqualification.

5. Scope of Services

5.1 Objective

Jefferson County is requesting proposals for a Comprehensive Inmate Technology Services Package composed of an Inmate Telephone System (ITS), Inmate Video Visitation System (VVS), Inmate Electronic Messaging System (EMS) and Inmate Tablet Program for the Jefferson County Correctional Facility (JCSO), Downtown Jail, and the Minnie Rogers Juvenile Justice Center. All three (3) facilities are located in Beaumont, Texas.

To ensure optimal performance and support, the Proposer MUST serve as the prime contractor and be held solely responsible for the delivery, operation and maintenance of ALL Inmate Technology Services proposed throughout the contract term. Proposals composed of Inmate Technology Services that rely on the use of subcontractors, third parties or affiliate vendors will NOT be accepted.

Additionally, to streamline facility operations and reduce facility staff burden, Proposer MUST provide, at no cost to Jefferson County; a secure, single login web-based administrative platform that provides an unlimited number of authorized users with access to ALL administrative controls, reporting and investigative features/tools of the Proposer's ITS, VVS, DPMS, EMS and Inmate Tablet Program. The web-based administrative platform MUST meet the following minimum requirements:

1. Be readily accessible to authorized users via any PC with a modern browser and active Internet without the need to download additional software.
2. Must provide various manual and automated tools to aid in the investigation or discovery of criminal activities by allowing investigators to easily check for any links between inmates and public individuals or other inmates using multi-path and multi-relation analysis.
3. Multi-path/multi-relation analysis must be capable of detecting an indirect relationship between two inmates through a public individual using a combination of phone calls, video visitation visits and electronic messages.

Jefferson County requests each proposer to submit a proposal for these Inmate Technology Services at no cost to Jefferson County. Proposals are to include all internal and external connectivity, hardware, software, on-site training, software upgrades, technical service, cloud-based or hosted server storage, technical support, and maintenance fees.

All equipment installed within Jefferson County Correctional Facility will remain the sole property of the Proposer. Any and all hardware, software, equipment, networking, cabling, etc. must be correctional grade and secure at all times.

All Inmate Technology Services MUST be bilingual (English and Spanish at minimum). Proposer shall list all other languages that are available.

Jefferson County reserves the right to contract with any provider for the purpose of improving or upgrading current technology or utilizing new technologies created after this agreement for the benefit of inmates or this agency.

Facility Details:

The Jefferson County Correctional Facility is responsible for a correctional Average Daily Population (ADP) of approximately 850 inmates. The facility has the capability to house up to 1,268 inmates. The inmate population consists of pre-trial felons and misdemeanants, misdemeanants sentenced for a period not to exceed two years, and those felons sentenced to the County for a period of not to exceed two years. The inmate population is housed in a 1,268-bed direct supervision facility with a current population of approximately 850 inmates. The facility currently utilizes approximately (100) inmate telephones.

Site Location:

Jefferson County Correctional Facility
5030 Highway 69 South
Beaumont, TX 77705

The Downtown Jail is a 500 bed maximum security jail with a population of approximately 150 inmates. It is no longer used to house Jefferson County inmates. Jefferson County is in a lease contract with LaSalle Southwest Corrections (26228 Ranch Road 12, Dripping Springs, Texas) for operations and management to house federal inmates and inmates from other counties in this facility. The facility currently utilizes approximately sixty-three inmate telephones and does not use calling cards.

Site Location:

Jefferson County – Downtown Jail
1001 Pearl Street
Beaumont, TX 77701

Minnie Rogers Juvenile Justice Center is responsible for a population of up to forty-eight juveniles. The center provides short term care in secure custody to juveniles who are charged with or adjudicated of an offense or offenses against the laws of the State of Texas or another state. The facility currently utilized approximately six (6) inmate telephones and does not use calling cards.

Site Location:

Minnie Rogers Juvenile Justice Center
5326 Highway 69 South
Beaumont, TX 77705

5.2 Executive Summary:

Proposer shall provide an Executive Summary highlighting the firm’s background and experience. The Executive Summary shall include:

1. The number of years in business, which includes the date the company was organized specifically for the purpose of providing the Inmate Technology Services requested.
2. Demonstrate firm’s commitment to enhancing correctional facility safety, security and efficiency through the development and launch of innovative technologies and services.
3. Professional qualification resumes for the individual(s) that will be involved in project installation, maintenance and support.

5.3 Specifications/Scope of Work – Inmate Telephone System (ITS):

1. Proposer must provide, at no cost to Jefferson County, an ITS to the inmate population that processes collect, prepaid, pin debit and pre-approved free calls only. The ITS provided shall allow for a ratio of inmates to phones of no less than 20 to 1. The ITS provided must be state- of-the art phones employing, at minimum, voice recognition and PIN number user identification.
2. To streamline facility operations and reduce facility staff burden, Proposer’s ITS and all other required Inmate Technology Services must be administered by a single, web-based administrative platform as identified within the “A. Scope of Work Overview” section of this RFP.
3. The Proposed must provide, at no cost to the Jefferson County non-coin, inmate telephone stations composed of durable equipment suitable for jail environments.
4. Proposer must provide, at no cost to the Jefferson County, portable inmate phones to be used for inmates that are high risk and locked down. The portable phones must meet the same restrictions (time limit, blocked calls, etc.) placed on regular housing phones.
5. The ITS shall comply with the Americans with Disabilities Act (“ADA”) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (“TDD”) or Video Relay Services.

6. All inmate telephone devices must be FCC registered and the Proposer's current FCC number must be provided as part of the proposal response.
7. The ITS must prevent (call block) to following numbers:
 - a. 911
 - b. All 800 services
 - c. All 900 services
 - d. 411 numbers
 - e. Directory assistance
 - f. Local emergency numbers
8. The ITS must not be capable of receiving incoming calls.
9. The ITS must be capable of identifying to Jefferson County which inmate is placing a call and which device/equipment the inmate is using. Additionally, the ITS shall provide Jefferson County the capability to monitor or record calls from multiple sites including remote locations.
10. The ITS must have an alert system that identifies to Jefferson County whenever a specific number is being called or a particular inmate is utilizing the system. The alert system is to include the capability to text message, email or call specific authorized users at predetermined phone numbers or email addresses.
11. The ITS must have the capability to be programmed to block calls from certain identified inmates and calls to certain identified telephone numbers. Additionally, the ITS must have the capability to be programmed to limit the time an inmate may spend on any one call.
12. The ITS must have the capability to be programmed to allow free calls to identified parties to include, but not limited to: attorneys, public defender's office, Social Security Office, JCSO Investigations Unit, TIPS Hotline, Prison Rape Elimination Hotline; these calls must also be capable of having the preprogrammed time limit for calls removed, and the ability to designate if calls should be recorded or unrecorded.
13. The ITS must have the capability to record and store all calls and inbound voicemail messages for a minimum of 180 days.
14. For security and fraud protection, the ITS must include patented software capable of detecting and prohibiting three-way calls that meets the following minimum requirements:
 - a. Requires no additional software to function;
 - b. Adapts dynamically to each phone call based on complete end-to-end network conditions, geographic regions, specific dialed numbers and exchanges;
 - c. Initially analyzes existing line conditions to use as a baseline for the remainder of the call;
 - d. Utilize full digital signal processing on each port;
 - e. Utilize 18 tunable soft parameters to optimize detection performance;
 - f. Allow authorized facility staff to select one of the following actions to be performed upon detection of a 3-way call:
 - i. Disconnect call;
 - ii. Play a single warning prompt or at random intervals during the call;
 - iii. Take no action;
 - g. Allow authorized facility staff to enable or disable detection to allow for allowable called parties (lawyers, public defenders, etc...) to perform a 3-way call;

- h. Record and store detection details within the Call Detail Record (CDR).
15. The ITS must include voice prompts in English and Spanish. Please identify other language capabilities of the system.
 16. The ITS must have a prompt that identifies to the receiver that the call is from the Jefferson County Correctional Facility to include the inmate's name as previously recorded by the inmate. The prompt must alert both the inmate and called party that the call may be monitored or recorded except for privileged professional/attorney calls.
 17. The ITS must provide positive acceptance by the called party.
 18. The ITS must not allow inmate to listen to the status of the call in-progress for the acceptance and or denial by called party and must not allow inmate to communicate with the called party until the call has been accepted.
 19. The ITS must notify both the caller and the called party of call termination by voice prompting at 1 minute and again at 15 seconds prior to the end of the call's pre-programmed time limit.
 20. The ITS must give Jefferson County the capability of taking an individual telephone, all telephones within a housing area, or the entire system out of service in less than 30 seconds.
 21. The Proposer must have a toll-free Customer Service number for the handling of questions, requests and complaints from the called party. The Proposer's Customer Service agents must be employed/located within the United States.
 22. The ITS must have the capability to allow for local and long- distance free calls, limited to no less than 5 minutes in duration, from inmate phones located in Booking areas. These calls must also be recorded and maintained on the server for no less than 180 days.
 23. The Proposer must provide, at no cost to the Jefferson County, an interface between the ITS and the Jefferson County's Jail Management System (JMS), to support:
 - a. Automatic activation and deactivation of inmate PIN numbers; as inmates are booked and released from custody.
 - b. Determination of inmate's housing location within the facility.
 24. The ITS must be able to restrict calls made by an inmate when the call is not being placed from a phone located within the inmate's current housing location.
 25. The ITS must have the capability to allow authorized facility staff to save, download, or email calls to removable portable devices via USB ports or DVD drives.
 26. The ITS must have the capability to allow users to make electronic notes on each call.
 27. The ITS must have the capability to set daily and weekly schedules for telephone activation and deactivation for "on/off" times.
 28. The ITS must have the capability to run administrative reports from a Jefferson County workstation; these reports include but are not limited to revenue/commission reports, inmate/account reports, and system reports.
 - a. Authorized users must have ability to confirm/validate accuracy of ITS call and commission rates in real-time via a Phone Commission Report. The Phone Commission Report at a minimum must provide the following ITS information for user defined date range:
 - i. Call Type
 - ii. Tariff Type
 - iii. # of Calls
 - iv. # of Minutes
 - v. Gross Revenue

vi. Commission Rate

vii. Commissions Earned

- b. To demonstrate functionality, Proposer must provide a sample copy of Phone Commission Report an authorized user is able to generate.
29. The ITS must provide an Inmate Crime Tip Line, a no-charge, speed-dial number that connects to a recorded message system that can be used by inmates to anonymously report criminal activity within the facility or to provide information related to criminal investigations.
30. The Proposer must pay Jefferson County a monthly ITS commission on all call types. Monthly commissions are to be paid no later than the last day of the month following the month in which the commissions were earned. If the commission check fails to reach the County by the above specified date, the awarded vendor will pay the County the going interest rate each month for delinquent commissions owed the County. Commissions are to be paid by three (3) separate checks, one for each of the three locations.
31. The ITS Commission rate shall be based on gross revenue to be defined as revenue on all call types from inmate non-coin phones.

C.2. Specifications/Scope of Work – Inmate Video Visitation System (VVS):

1. To meet the unique safety and security of needs of Jefferson County, Proposer’s VVS software must be specifically designed for use in a correctional environment and solely owned by the Proposer. Video meeting/conference software such as Skype, Google Meet or Zoom will not be accepted.
2. To streamline facility operations and reduce facility staff burden, Proposer’s VVS and all other required Inmate Technology Services must be administered by a single, web-based administrative platform as identified within the “A. Scope of Work Overview” section of this RFP.
3. To maximize inmate access to VVS services, the Proposer’s proprietary VVS must function on both inmate kiosks and tablet devices. Inmate kiosks and tablet devices must be correctional-grade and provided, installed, supported and maintained by the Proposer at no cost to the Jefferson County. A VVS that requires Jefferson County be held financially responsible for any aspect of the inmate kiosk and/or tablet provided whatsoever will not be accepted.
4. To ensure optimal performance, Proposer must serve as the prime contractor and will be solely responsible for the delivery, operation and maintenance of the VVS throughout contract term. A VVS provided by a subcontractor, third party or affiliate vendor will not be accepted.
5. To support easy and quick use, Proposer’s VVS must be web browser-based allowing for full functionality within a common web browser (i.e. Chrome, Firefox, Internet Explorer, Safari, etc...). A VVS that requires a public or professional user to download an application to their smart device or computer in order to create a visitor profile, schedule a visit or participate in a video visitation session will not be accepted.
6. VVS must include a user-friendly web-based platform. This platform must meet the following minimum requirements:
 - a. Provide ability for individuals to create a free public or professional user profile:
 - i. Provide authorized facility staff with the ability to configure identity verification requirements based upon user profile type (public or professional):
 1. Upload of user’s valid government photo ID;
 2. Upload of a self-shot user profile photo;
 3. Entry of user’s full name and current address;
 4. Entry of name and the user’s relationship to inmate they are seeking to schedule/participate in a video visitation session with.
 - ii. Proposer must provide screenshots and a description illustrating how a public user is able to create a VVS profile and schedule a visitation with an inmate via a mobile smart device.
 - b. Incorporate automated scheduling and calendar modules that:
 - i. Provide a list of inmates eligible/available to participate in a video visitation session.
 - ii. Automatically send a text message or email notification to public and professional users when a scheduled video visitation system has been cancelled.
7. The Proposer must provide, at no cost to Jefferson County, an interface between the VVS and the JCSO’s Jail Management System (JMS) to support video visitation scheduling/inmate availability.
8. To help keep inmates and loved ones connected, Proposer’s VVS must support an option that allows inmates to initiate their own, unscheduled remote visitation sessions. The VVS must provide the facility with control over which inmates may initiate video visitation sessions and when such initiations may take place.
9. All remote video visitation sessions must be billed on a per/minute basis. Proposer’s VVS that require a minimum time usage limit/fee will not be accepted.
10. To prevent the transmission of undesirable visual content, Proposer’s VVS must incorporate facial detection/content filtering software that meets the following minimum requirements:

- a. Ability to immediately and automatically block/black out the inmate and/or user's background environment and body so that only human faces are visible throughout the video visitation session.
 - b. The moment a human face is unable to be detected, the software must:
 - i. Immediately and automatically temporarily suspend the transmission of the inmate and/or public user's video stream in which a human face is unable to be detected.
 - ii. Immediately and automatically display a visual text notice on the inmate and/or public user's monitor to alert user's that a video stream has been suspended due to software's inability to detect a human face. The text notice shall also include details relating to what corrective action must be performed (i.e. face device's camera) to resume transmission of suspended video stream.
 1. To demonstrate the availability and functionality of Proposer's VVS facial detection/content filtering software, Proposer must provide a screenshot of the visual text notice displayed when the software does not detect a human face during a real-life video visitation session. Proposer must also provide at least two facility references with point of contact details (title first and last name, telephone number and email address) in which the proposed VVS facial detection/content filtering software has been deployed on inmate tablet devices for a minimum of two consecutive years.
 - iii. Immediately and automatically resume the transmission of suspended inmate and/or public user's video stream when software detects a human face (corrective action has been performed).
 - c. Be configurable to allow authorized facility staff to enable or disable the software in advance or in real-time based upon the name of a specific inmate, public user or both. To demonstrate the availability and functionality of this feature, Proposer must provide a screenshot of this control setting as it is displayed to authorized users within the administrative dashboard.
 - d. Be configurable to allow authorized facility staff to enable or disable the software for specific user profile types (inmate, public and/or professional). To demonstrate the availability and functionality of this feature, Proposer must provide a screenshot of this control setting as it is displayed to authorized users within the administrative dashboard.
11. VVS must encrypt all on-site and remote video visitation sessions while in progress as well as recordings at rest.
 12. VVS must be capable of High Definition (HD) video streaming up to 30 frames per second.
 13. VVS must be capable of allowing inmate kiosks installed within housing units to display all pending visits.
 14. VVS must provide notification to public user/visitor and inmate that visitations are subject to monitoring and/or recording in both English and Spanish language.
 15. VVS must have a countdown clock that is a visible on-screen alerting visitors of visit time remaining.
 16. VVS web-based administrative platform as identified within the "A. Scope of Work Overview" section of this RFP, must meet the following requirements:
 - a. Allow authorized users to monitor all visits from both on-site and remote locations in real-time.
 - b. Provide authorized users with the ability to monitor up to 12 VVS video visitation sessions simultaneously.
 - c. VVS Recording and Playback Requirements:
 - i. Video visitation session recordings must be stored as a single file that contains both the inmate and visiting party audio and video feeds as well as other important visitation data such as the video endpoints used, session timer and date/time of the visit. Any messages displayed during the visitation must be recorded in the video call recording file as well.
 - ii. Automatically prevent/disable all professional user profile video visitation sessions from being monitored by authorized facility staff or recorded.
 - iii. Provide the capability to record and store all non-privileged remote video visitations in an encrypted format for a minimum of 180 days.

- iv. Provide the capability for authorized users to add comments to a recorded visit as well as to registered public user/visitor profiles.
 - v. For ease of play back, all VVS video visitation session recordings must be saved in a common .MP4 format.
 - vi. Provide authorized users with ability to transfer video visitation session recordings onto media storage device such as a USB thumb drive, CD or DVD Rom.
- d. Provide the capability for authorized users to authorize and/or establish professional user profiles.
17. VVS system must be capable of producing audit trails for system activity to include:
 - a. Staff, inmate, and visitor log in/logoff dates and times.
 - b. Event log that captures visitor name, inmate name, visitation date, visitation start time, visitation end time and visitation duration.
 - c. Visitors that scheduled, modified or cancelled a visit.
 - d. Visitor IP addresses.
 18. The Proposer must pay Jefferson County a monthly VVS commission on all revenue generating VVS sessions.
 19. VVS commission rate shall be based on gross revenue to be defined as per minute revenue generated for each VVS session. Proposer must not set any minimum VVS system usage requirements that must be met for Jefferson County to be eligible to receive commissions.
 20. To demonstrate current client satisfaction, Proposer must provide at least 5 references that are currently utilizing the proposed VVS that meets all mandatory requirements/features. Reference information must include:
 - a. Reference Facility Name
 - b. Reference Facility Address, City, State and ZIP Code
 - c. Reference Facility Capacity
 - d. Reference Facility Primary Point of Contact Details
 - i. Title, First and Last Name
 - ii. Phone Number
 - iii. Email Address
 - e. VVS implementation Date

C.3. Specifications/Scope of Work – Inmate Tablet Program:

1. Proposer must provide a turn-key Inmate Tablet Program that offers the following minimum features/applications:
 - a. Phone Call Application:
 - i. Tablet-based calls must be billed at the same rate as calls placed through hardwired/wall mounted telephones.
 - ii. Tablet based calls must be subject to the same call safety, security, monitoring, recording and control functions/applications as hardwired/wall mounted telephones.
 - b. Video Visitation Application:
 - i. Tablet-based VVS sessions must be subject to the same safety, security, monitoring, recording and control features as a kiosk-based system.
 - ii. For flexibility and mobility purposes, tablets must not require a docking station or charging cable to be used to participate in a video visitation session.
 - c. Messaging Application:
 - i. Family and Friends Messaging:
 1. Inmates must be able to exchange messages with family and friends at an affordable rate.
 2. Inmate, Family and Friend messages must be billed on a per message basis. To avoid excessive charges, messaging systems that charge a per minute access fee will not be accepted.
 3. For investigative purposes, all inmate, family and friend message exchanges must:
 - a. automatically be saved in a keyword searchable database.
 - b. provide keyword tracking in inmate digital general request, grievance request and medical request. Must provide system screen captures examples and 3 agency references that have used this technology for over 2 years.
 - c. provide screen capture examples of 3-way communication blocking and agency flagging notification with the electronic messaging system.
 - d. database must be accessible to authorized facility staff by a secure, web-based administrative platform.
 - e. Allow authorized facility to set alerts whenever a message is sent or received by specific inmate or public user.
 - f. Allow authorized facility staff to set alerts whenever a message containing a single or multiple keywords is contained within a message.
 - ii. Attorney Messaging:
 1. Inmate messaging application must include specialized Attorney Messaging feature to allow vetted attorneys to send confidential legal documents and exchange messages with inmates electronically. Proposer must provide 3 agency references where this technology has been in place for over 2 years.
 2. Additional security measures are taken to ensure the privacy of attorney messages and digital legal documents and files. These measures must include:
 - a. Information and correspondence must be exchanged and stored in an encrypted environment that is completely inaccessible to facility staff.
 - b. To retrieve/view legal documents and exchange secure messages with their attorney, an inmate must first log in to a tablet or kiosk device by entering their facility assigned PIN and then enter their secondary private password to access the encrypted environment.

- d. Law Library Application:
 - i. Must be provided to facility at no cost.
 - ii. Inmate access/use must be provided at no cost.
 - e. Education and Reentry Programs:
 - i. Inmate access/use must be provided at no cost.
 - f. Request and Grievances:
 - i. Must be provided to facility at no cost.
 - ii. Inmate access/use must be provided at no cost.
 - g. Entertainment:
 - i. Must offer a wide variety of media choices including movies and many tv series, Internet radio stations and video games.
 - ii. Provide inmates with free access to eBooks.
 - iii. To limit excessive charges and various issues/liabilities associated with ownership and transference of media upon the individual's release from custody, media must:
 - a. Be offered exclusively in a streaming format that is not capable of being stored with~~in~~ the tablet's internal memory. Entertainment/media options that are download or subscription based will not be accepted.
 - b. Be streamed at a low flat fixed rate per minute.
 - c. Provide inmates with free access to eBooks.
 - iv. Must provide authorized facility staff with complete control over what media/content is available to inmates.
 - h. Documents Viewer Application (Inmate Handbooks, Reentry manuals, etc.)
 - i. Inmate access/use must be provided at no cost.
 - i. Video Player Application (Facility Introduction, PREA, etc...)
 - i. Inmate access/use must be provided at no cost.
2. To streamline facility operations and reduce facility staff burden, Proposer's Inmate Tablet Program and all other required Inmate Technology Services must be administered by a single, web-based administrative platform as identified within the "A. Scope of Work Overview" section of this RFP.
 3. To meet unique safety and security needs, Proposer's tablets must be specifically engineered/manufactured for use within a correctional facility. Commercial Off-the-Shelf (COTS) tablets (i.e. Samsung, Levnovo, Kindle, etc...) are not acceptable.
 4. Consumer based tablets with an attached correctional designed case will not be accepted. Tablet body and case must be integrated as one with the tablet. Proposer must specify the make and model of proposed tablet accompanied with pictures.
 5. To provide the best level support and service, Proposer must be original provider of the inmate tablet device and solely own all proprietary rights to the tablet system. Tablets provided by a subcontractor, third party or affiliated company will not be accepted.
 6. To verify durability, Proposer must provide independent tablet durability and drop-test reports.

7. To provide inmates with equal access to tablet devices, Proposer must utilize a shared tablet distribution models in which tablet devices are provided to inmates at no cost. Inmate Tablet Programs where inmates must purchase, lease or rent a tablet device will not be accepted.
 - a. Proposer must state specific minimum inmate to tablet ratio to be provided.
 - b. Proposer must confirm that additional tablet devices will be provided at no cost if inmate tablet usage exceeds 50% of available time in any housing unit.
 - c. Proposer must provide the facility with a pool of spare tablet devices to allow for a damaged or inoperable device to be immediately replaced at no cost.
8. Proposer's Inmate Tablet Program must meet the following technical requirements:
 - a. Inmate tablet devices must be Wi-Fi enabled.
 - b. Inmate tablet devices must be capable of being updated wirelessly in real time. All tablet device software updates must be provided at no cost.
 - c. Inmate Tablet devices must be capable of being charged by a custom, FCC approved, wall mountable charging station that can charge/store a minimum of 10 tablets simultaneously.
 - i. To allow for self-service and prevent charging of unauthorized electronic devices such as cell phones, tablet charging stations must utilize metal to metal contact pins. Tablet charging stations that utilize magnetic induction or cords/cables will not be accepted.
 - d. Inmate Tablet devices must be equipped with an internal speaker as well as equipped with a 3.5mm jack to allow for the connection to a facility approved headphone/headset.
 - e. For accountability purposes, Inmate Tablet devices must:
 - i. Require an inmate to enter credentials and log in to the tablet before being able to access any application.
 - ii. Display terms and conditions to users the first time they login or for subsequent changes to the terms and conditions.
 - iii. Provide capability of restricting inmate usage to the specific housing units to which the inmate is assigned.
9. Inmate Tablet Program must meet the following security requirements:
 - a. Provide the following security measures to harden the firmware on the tablets:
 - i. No option for inmates to change the settings;
 - ii. All NFC, Bluetooth and Cellular wireless radio has been disabled, except for Wi-Fi;
 - iii. Disable inmate's ability to install and/or un-install apps;
 - iv. Push authorized apps to the tablet devices through an app state management process;
 - v. Provide no access to third-party app stores
 - b. To ensure inmates cannot access the Internet, Proposer's Inmate Tablet devices must feature a custom, proprietary operating system that will only allow the device to connect to a secure network.
 - c. Tablet device wireless network traffic must be routed through the Proposer's network system with no exception and provide firewall, transparent proxy, DHCP, DNS and routing services for the tablets.
 - d. Proposer must furnish a recent independent report from a certified vendor of network and program security that notes no vulnerabilities were found.
 - e. Proposer must provide secure Internet Protocol communications by authenticating and encrypting each IP packet of a communication session.

10. Proposer's inmate tablet must interface with JMS and other systems as applicable. All interface services must be provided at no cost.

D. Network Infrastructure Security:

The Proposer will provide information to explain their process of protecting the underlying networking infrastructure by installing preventative measures to deny unauthorized access, modification, deletion, and theft of resources and data.

To minimize Jefferson County liability risk, Proposer must provide a detailed list of any/all security breaches that any of their proposed systems (ITS, VVS, EMS, DPMS, etc...) has been subject to. Details must include incident data, description of type and amount of data compromised and settlements and/or litigation that resulted from the breach.

Additionally, Proposer must furnish a recent independent report from a certified vendor of network and program security that notes no vulnerabilities were found.

E. Maintenance, Service and Support:

The successful Proposer shall be responsible for maintenance support twenty-four (24) hours per day, seven (7) days per week.

Proposer must provide a detailed description of the company's service and maintenance programs.

All costs for maintenance, support, repair of all software and equipment, and internal background investigations for Proposer's employees, will be borne by the successful Proposer and will not be deducted from any commissions.

During the term of any contract awarded from this RFP, the successful proposer agrees to provide maintenance, diagnose problems, determine proper solutions, and provide the following:

1. Implement any required solutions, changes, modifications, updates, or other services that are necessary to allow the software, hardware and any other telephone equipment to perform in accordance with the specifications as set forth in the RFP;
2. Upgrade the software and/or hardware to its required performance standards as required in the RFP;
3. Respond to telephone requests for maintenance within two (2) hours after the initial notification;
4. Provide a system administrative technician on an as needed basis at no cost to Jefferson County.

F. Training Requirements:

The Proposer must provide end-user training for the Comprehensive Inmate Technology Services Package proposed. End-user training is to be provided on-site and at no cost to Jefferson County. Proposer must provide a high-level overview describing the end-user training program to be provided.

G. Implementation Plan/Timeline:

Proposers must provide a high-level project implementation plan/timeline overview. This overview must include a time frame required for installation, utility coordination, training, cut over and testing. The proposed Comprehensive Inmate Technology Services Package must be installed in a manner and under a time frame designed to minimize disruption of the normal functioning of the facilities.

H. Cost Proposal/Financial Offer:

Proposer must provide a detailed breakdown and descriptions of all rates, fees, surcharges and commissions for the Comprehensive Inmate Technology Services Package composed of an Inmate Telephone System (ITS), Inmate Video Visitation System (VVS), Inmate Electronic Messaging System (EMS) and Inmate Tablet Program; or if applicable, any other fees charged to the public aside from the normal taxes, including any potential additional fees or charges to the remote visitor for optional features that the facility might choose from the Proposer. Any fees charged not disclosed in this response will be grounds for contract termination. ITS call rates shall not exceed FCC or state mandated per-minute rate caps.

6. Project Requirements

6.1 Objective

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

6.2 Offeror Experience

The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

6.3 Offeror Personnel and Organization

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and

- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

7. Proposal Evaluation and Selection Process

7.1 Introduction

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

7.2 Cost Proposal

The Offeror must include the Cost Proposal Form (page 45) in its submission of a cost proposal in response to this RFP. The Cost Proposal Form must be included in each copy of the proposal. Cost/Fee Proposals may be submitted in any form, but must fully meet the requirements of 5.H. (page 40).

7.3 Proposal Evaluation and Selection

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project. **Any contact by any bidder to any member of the Evaluation Committee prior to award of the contract will disqualify their bid.**

7.4 Evaluation Criteria:

- a. Relevant Experience – 20%**
- b. Adherence to Specifications/Statement of Work – 45%**
- c. Cost Proposal/Financial Offer – 20%**
- d. References/Interviews/Presentations (optional) – 15%**

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and make a recommendation to the Commissioners' Court.

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated,

and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

7.5. Evaluation Process:

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent may disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

Cost Proposal Form

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this RFP.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Name of Offeror:	
Signature:	
Title:	

Offeror Must Complete & Return This Page With Response Submission.

Non-Disclosure Agreement

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

Offeror: Complete & Return this Form With Response Submission.

Vendor References Form

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Offeror: Complete & Return this Form With Response Submission.

Signature Page

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

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

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

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

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

Offeror (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Offeror: Complete & Return this Form With Response Submission.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>		

Adopted 8/7/2015

Offeror: Complete & Return this Form With Response Submission.

**Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY**

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p style="text-align: center;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Signature of Local Government Officer</p> <p>APPEND NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

Adopted 8/7/2015

Good Faith Effort (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your proposal.

Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- | | | | | |
|--------------------------|-----|--------------------------|----|---|
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> | Yes | <input type="checkbox"/> | No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

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

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

Printed Name of Authorized Representative

Signature

Title

Date

Offeror: Complete & Return this Form With Response Submission.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s): _____
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Offeror: Complete & Return this Form With Response Submission.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) “Nonresident bidder” refers to a person who is not a resident.
- (4) “Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Offeror: Complete & Return this Form With Response Submission.

House Bill 89 Verification

I, _____, the undersigned representative of (company or business name) _____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

Date

On this _____ day of _____, 20____, personally appeared

_____, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

Date

Offeror: Complete & Return this Form With Response Submission.

Senate Bill 252 Certification

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Offeror: Complete & Return this Form With Response Submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

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

Date

Offeror: Complete & Return this Form With Response Submission.

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

“I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said _____.
(name of firm)

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

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

this the _____ day of _____, 20__.

Notary Public in and for
the State of _____

Offeror: Complete & Return this Form With Response Submission.



PREFERRED FACILITIES GROUP - USA



ATTEST
DATE May 24, 2022

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

5/13/22

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

Joe Zurita
Jefferson County
7789 Viterbo
Beaumont, Texas 77705

Job Order Contracting

Co-Op Purchasing Agreements

Project: "JC Service Center Drywall Repairs R1"

Subject: "Proposal"

Dear Mr. Zurita,

Indefinite Delivery, Indefinite Quantity - IDIQ

We are pleased to submit our proposal utilizing our 20/017MR-17 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Multiple Award Construction Contracts - MACC

Proposal Recap:

- Repair Drywall in (1) office.
- Paint walls.
- Replace cove base.

Task Order Contracts TOC

Proposal Cost	\$	1,729.85
Bond (if applicable)	\$	_____
Total Price	\$	1,729.85

Construction Management - Agent or At-Risk

Design Build

We estimate approximately five (5) working days to complete upon material delivery. We explicitly exclude all liquidated damages for this project due to the volatility of the market and supply chain challenges.

Government

Commercial

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item estimate is derived from the current calendar year RS Means Facilities Construction Cost Data Book with Updates.

Education

Industrial

Once the quantities of work and price are approved, the individual Job Order becomes a fixed-price lump sum contract.

Infrastructure

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Please contact us at 409-842-8293 at your convenience to discuss this estimate

Communications

Respectfully submitted,
Preferred Facilities Group - USA

Corporate/Retail

JEFFERSON COUNTY, TEXAS

Assembly

Michael Waidley
Division Manager

Jeff Branick, County Judge

cc: PFG/file
22-0016 R1





PREFERRED
FACILITIES GROUP - USA

Preliminary Estimate, by estimates

Lester Renfrow
Preferred Facilities Group - USA
20/017MR-17 - 2018 C P 20/017MR-17 (JOC - IDIQ) - First Option - 2/26/2021 to 2/25/2022 Jefferson County Service Center Drywall Repairs - 22-0016*
Lester Renfrow

Repairs

Estimator: Lester Renfrow

Division Summary (MF04)

01 - General Requirements	\$228.00	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	\$81.51	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes	\$1,669.80	41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	\$87.22
13 - Special Construction		Priced O&P	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)	\$2,066.53
25 - Integrated Automation			
Totalling Components			
Priced Line Items	\$2,066.53	Nonpriced Line Items	\$2,066.53
RSMearns BEAUMONT, TX CCI 2022Q2, 96.50%	\$(72.33)	Consideration	\$(12,111.52)
2015 Choice Partners JOC SETEX Texas Normal (-11.00000%)	\$(219.36)		

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

Material:	\$236.95
Labor:	\$1,780.07
Equipment:	\$49.50
Other:	\$0.01
Laborhours:	20.40
Green Line Items:0	\$0.00

Grand Total \$1,729.85

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

Repairs

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-54-36-50-1200 Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck 2.5 = 1.00	Ea.	1.0000	\$228.00	\$228.00	RSM22FAC L, E, O&P
01 - General Requirements Total						\$228.00
07 - Thermal and Moisture Protection						
2	07-92-13-20-0055 Joint sealants, caulking and sealants, bulk acrylic latex, 1/4" x 1/4", in place (4*8+34)*.5 = 33.00	L.F.	33.0000	\$2.47	\$81.51	RSM22FAC M, L, O&P
07 - Thermal and Moisture Protection Total						\$81.51
09 - Finishes						
3	09-01-70-10-0240 Gypsum wallboard, repairs, cut square, patch, sand and finish, holes, 60" (4*1.16667)*.5 = 2.33	Ea.	2.3333	\$232.00	\$541.33	RSM22FAC M, L, O&P
4	09-01-70-10-9000 Gypsum wallboard, repairs, minimum labor/equipment charge 1*.5 = 0.50	Job	0.5000	\$360.00	\$180.00	RSM22FAC L, O&P
5	09-01-90-92-0100-L Paint preparation, sanding & puttying interior trim, compared to painting 1 coat, on quality work ((25+25)+(4*20))* .5 = 65.00	L.F.	65.0000	100.0000%	\$65.00	RSM22FAC L, O&P
6	09-01-90-92-0520 Paint preparation, surface protection, placement & removal, masking w/paper (((48+48)*2)*1.15)*.5 = 110.40	S.F.	110.4000	\$0.84	\$92.74	RSM22FAC M, L, O&P
7	09-01-90-95-9000 Paint restoration, minimum labor/equipment charge 1*.5 = 0.50	Job	0.5000	\$202.00	\$101.00	RSM22FAC L, O&P
8	09-29-10-30-3190-5270 Gypsum wallboard, for textured spray, add (Modified using 09-29-10-30-5270) (64*1.15)*.5 = 36.80	S.F.	36.8000	\$0.93	\$34.22	RSM22FAC M, L, O&P
9	09-65-13-13-0700 Wall base, vinyl, straight or cove, standard colors, 4" high, 1/8" thick (96*1.15)*.5 = 55.20	L.F.	55.2000	\$3.64	\$200.93	RSM22FAC M, L, O&P
10	09-91-23-52-7550 Paints & coatings, miscellaneous interior, trim, wood, paint 1 coat, oil base, brushwork, over 6" wide ((4*20)*1.15)*.5 = 46.00	L.F.	46.0000	\$1.13	\$51.98	RSM22FAC M, L, O&P
11	09-91-23-72-0340 Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, primer or sealer coat, sand finish, roller (((5*5)*2)*1.15)*.5 = 28.75	S.F.	28.7500	\$0.60	\$17.25	RSM22FAC M, L, O&P

Preliminary Estimate, by estimates

Estimator: Lester Renfrow Repairs

09 - Finishes							
Item	Description	UM	Quantity	Unit Cost	Total	Book	
12	09-91-23-72-0340-8400 Paints & coatings, walls & ceilings, interior, for light textured surfaces, add (Modified using 09-91-23-72-8400) ((5*5)*2)*1.15)*.5 = 28.75	S.F.	28.7500	\$0.03	\$0.86	RSM22FAC L, O&P	
13	09-91-23-72-0440 Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 1 coat, smooth finish, roller ((5*5)*2)*1.15)*.5 = 28.75	S.F.	28.7500	\$0.67	\$19.26	RSM22FAC M, L, O&P	
14	09-91-23-72-0440 Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 1 coat, smooth finish, roller ((8*8)*2)*1.15)*.5 = 441.60	S.F.	441.6000	\$0.67	\$295.87	RSM22FAC M, L, O&P	
15	09-91-23-72-0440-8400 Paints & coatings, walls & ceilings, interior, for light textured surfaces, add (Modified using 09-91-23-72-8400) ((5*5)*2)*1.15)*.5 = 28.75	S.F.	28.7500	\$0.03	\$0.86	RSM22FAC L, O&P	
16	09-91-23-72-0440-8400 Paints & coatings, walls & ceilings, interior, for light textured surfaces, add (Modified using 09-91-23-72-8400) ((8*8)*2)*1.15)*.5 = 441.60	S.F.	441.6000	\$0.03	\$13.25	RSM22FAC L, O&P	
17	09-91-23-72-0500 Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 1 coat, sand finish, brushwork cut in inside corners and ceiling ((48+48+8+8+8)*1.15)*.5 = 69.00	S.F.	69.0000	\$0.77	\$53.13	RSM22FAC M, L, O&P	
18	09-91-23-72-0500-8400 Paints & coatings, walls & ceilings, interior, for light textured surfaces, add (Modified using 09-91-23-72-8400) cut in inside corners and ceiling ((64+28)*1.15)*.5 = 52.90	S.F.	52.9000	\$0.04	\$2.12	RSM22FAC L, O&P	
09 - Finishes Total						\$1,669.80	

Priced O&P

19	09-65-13-13-0700 Demo - Wall base, vinyl, straight or cove, standard colors, 4" high, 1/8" thick Labor Adjustment: -75% of \$2.11 = \$-1.58	L.F.	55.2000	\$1.58	\$87.22	CUSTOM L, O&P	
Using O&P Pricing							
Bare Costs: M:\$1.39 L:\$1.35 E: 0.315.00 LH:0.025)							
O&P Labor Calc = O&P Total - (Bare Material + 10.0000%) - (Bare Equipment + 10.0000%)							
\$3.64 - \$1.53 - \$0.00 = \$2.11							
Labor w/CCI = \$2.11 * 100.0000% = \$2.11							
(96*1.15)*.5 = 55.20							

Preliminary Estimate, by estimates

Estimator: Lester Renfrow **Repairs**

Item	Description	UM	Quantity	Unit Cost	Total	Book
Priced O&P Total						
						\$87.22
Estimate Grand Total						1,729.85

CONTRACT RENEWAL FOR IFB 18-052/YS
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Auto-Chlor Services, LLC for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 16, 2021 to November 15, 2022.

ATTEST:

Laurie Leister, ~~Interim~~ County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge



CONTRACTOR:
Auto-Chlor Services, LLC

(Name)

CONTRACT RENEWAL FOR IFB 18-052/YS TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Certified Laboratories for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

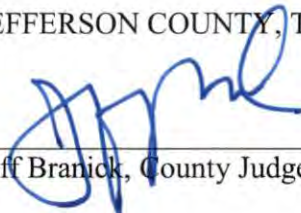
Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 16, 2021 to November 15, 2022.

ATTEST:



Laurie Leister, ~~Interim~~ County Clerk

JEFFERSON COUNTY, TEXAS




Jeff Branick, County Judge



CONTRACTOR:

Certified Laboratories

 Toni Boyd
2022.03.22 09:38:10 -
06'00'

(Name)

**CONTRACT RENEWAL FOR IFB 18-052/YS
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with ICS Jail Supplies, Inc. for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

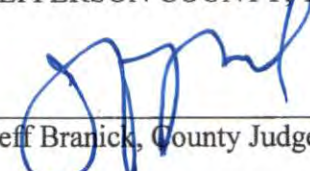
Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 16, 2021 to November 15, 2022.

ATTEST:



Laurie Leister, Interim County Clerk

JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
ICS Jail Supplies, Inc.



(Name)

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
www.icswaco.com
bids@icswaco.com
FEID # 27-1494351
GSA Contract # GS 07F-0552U
BuyBoard Contract Holder

**CONTRACT RENEWAL FOR IFB 18-052/YS
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY**

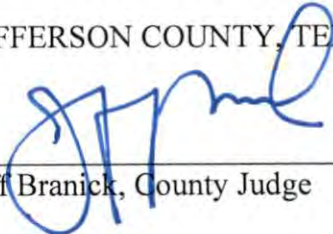
The County entered into a contract with Interboro Packaging Corp. for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 16, 2021 to November 15, 2022.

ATTEST:

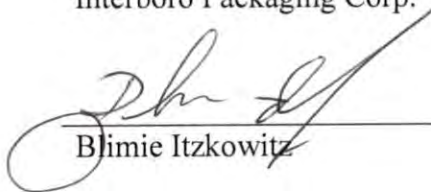


Laurie Leister, Interim County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:
Interboro Packaging Corp.


Blimie Itzkowitz

**TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR
JEFFERSON COUNTY**

The County entered into a contract with Matera Paper for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 16, 2021 to November 15, 2022.

ATTEST:

JEFFERSON COUNTY, TEXAS

Laurie Leister

Jeff Branick

Laurie Leister, Interim County Clerk

Jeff Branick, County Judge



CONTRACTOR:
Matera Paper

Lindy Hebert
(Name)

Current Pricing

**IFB 18-052/YS
Term Contract for Catalog Pricing for Janitorial Supplies
Awarded: November 19, 2018**

Renewal 1: 11/18/2019-11/17/2020
Renewal 2: 11/17/2020-11/16/2021

updated: 11/19/2021

	Catalog Discount
Auto-Chlor Services, LLC	Submitted Pricing is 10% below list
Certified Laboratories	10%
ICS Jail Supplies	5%
Interboro Packaging Corp.	50%
Matera Paper Co.	25%

**TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR
JEFFERSON COUNTY**

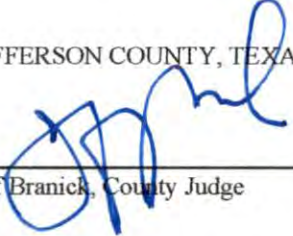
The County entered into a contract with The Home Depot Pro for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 16, 2021 to November 15, 2022.

ATTEST:

JEFFERSON COUNTY, TEXAS


Laurie Leister, ~~Interim~~ County Clerk


Jeff Branick, County Judge



CONTRACTOR:
The Home Depot Pro


(Name)

Current Pricing

**IFB 18-052/YS
Term Contract for Catalog Pricing for Janitorial Supplies
Awarded: November 19, 2018**

Renewal 1: 11/18/2019-11/17/2020
Renewal 2: 11/17/2020-11/16/2021

updated: 11/19/2021

	Catalog Discount
Auto-Chlor Services, LLC	Submitted Pricing is 10% below list
Certified Laboratories	10%
ICS Jail Supplies	5%
Interboro Packaging Corp.	50%
Matera Paper Co.	25%

**CONTRACT RENEWAL FOR IFB 18-052/YS
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Unipak Corp for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 16, 2021 to November 15, 2022.

ATTEST:



Laurie Leister, Interim County Clerk

JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
Unipak Corp



(Name)




JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent 

Date: May 19, 2022

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

May 24, 2022

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COUNTY JUDGE	(4) BLACK 4-DRAWER LETTER FILE CABINETS		
<i>contact person: Sylvia Moore</i>			
CRIME LAB	KELVINATOR SCIENTIFIC LAB FREEZER		
<i>contact person: Emily Esquivel</i>			
SHERIFF	TASER X26	X00-497678	
SHERIFF	TASER X26	X00-331316	32895
SHERIFF	STINGER FLASHLIGHT	C4-403766B	
SHERIFF	IN CAR DOCKING STATION	ZZGWA7178AD0009	
SHERIFF	IN CAR DOCKING STATION	ZZCWA7124AD0028	
SHERIFF	IN CAR DOCKING STATION	X35516AAJ042	
SHERIFF	IN CAR DOCKING STATION	V11616AAA4042	
<i>contact person: Charlie Chance</i>			
TAX - PORT ARTHUR	7-BLACK OFFICE CHAIRS		
TAX - PORT ARTHUR	1 PURPLE OFFICE CHAIR		
<i>contact person: Elisha Montiel</i>			

Approved by Commissioners' Court: _____

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: MAY 17, 2022

The following budget amendment for Election Department is necessary for additional cost for election workers for elections and runoffs. Depending on final billings and payments, a portion of this transfer could be returned to the contingency line item later in the budget year.

120-1034-414-5024	Election Exp.-Judges/Clks	\$100,000
120-9999-415-9999	Contingency	\$100,000



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

1085 Pearl St, Room 103
Beaumont, TX 77701

Jevonne Smith Pollard
Constable, Precinct One

Date: May 17, 2022
To: Fran/ Auditing
From: Constable Jevonne Pollard
Re: Transfer of Funds

Please transfer the funds to the account numbers listed below:

*\$1,000.00 from Extra Help 120-3065-425-1005 to Travel Expense 120-3065-425-5062 for new deputy training requirements.

Please give me a call if you have any questions regarding this matter.

Sincerely,

Jevonne "J.C." Pollard
Constable Precinct 1

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: 5/17/22
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: May 17, 2022

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	\$ 2,100.00
To:	Travel Expense	120 3070 425	50-62	
Reason:	Amount to cover requisitions for Educational Training Seminars and Civil Process School travel requirements for Constable and staff of Precinct 6			

Department Head – Chief Deputy Constable

Approved: County Judge for Commissioners Court

Attest: County Clerk

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: MAY 17, 2022

The following budget amendment for Service Center is necessary for additional cost for fuel due to increase prices.

120-8095-417-3037	Gasoline	\$100,000	
120-9999-415-9999	Contingency		\$100,000

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending April 30, 2022



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



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

May 16, 2022

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 April 30, 2022 together with the results of operations of the budget for the seventh period then ended.

Revenue:

Total budgeted revenue collected for the month ending April 30, 2022 is \$112,382,459. Budgeted Revenues are \$135,814,134 leaving \$23,431,675 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 \$90,344,939 for the first seven months of the year. This amount represents 98% of the budgeted amount of \$92,577,815.

Sales Taxes:

Fifty-one percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$29,580,000.

Page Two

Licenses & Permits:

Fifty-seven percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$403,000 for the year.

Intergovernmental:

Seventy-six percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,166,084.

Fees:

Fifty percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,342,535 for the year.

Fines and Forfeitures:

Forty-two percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,575,000.

Interest:

Revenue from Interest has exceeded the budgeted amount of \$142,700 by \$18,877.

Other Revenues:

Nothing of Other Revenues have been collected. Revenues from Other Revenues are budgeted to be \$27,000 for the year.

Expenditures:

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

Page Three

Expenditures are budgeted to be \$150,021,482, which includes General Funds and debt service funds, excluding budgeted transfers of \$2,749,881 for the fiscal year ending September 30, 2022.

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 flourish extending to the right.

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
 FINANCIAL & OPERATING
 STATEMENTS - COUNTY FUNDS ONLY
 FOR THE MONTH ENDING APRIL 30, 2022
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Statement of Revenues by Category - Compared with Budget Allocation	3
Statement of Revenues - Compared with Budget Allocation	4-5
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Statement of Expenditures - Compared with Budget Allocation	7-8
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Statement of Transfers In and Out	10

Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending April 30, 2022

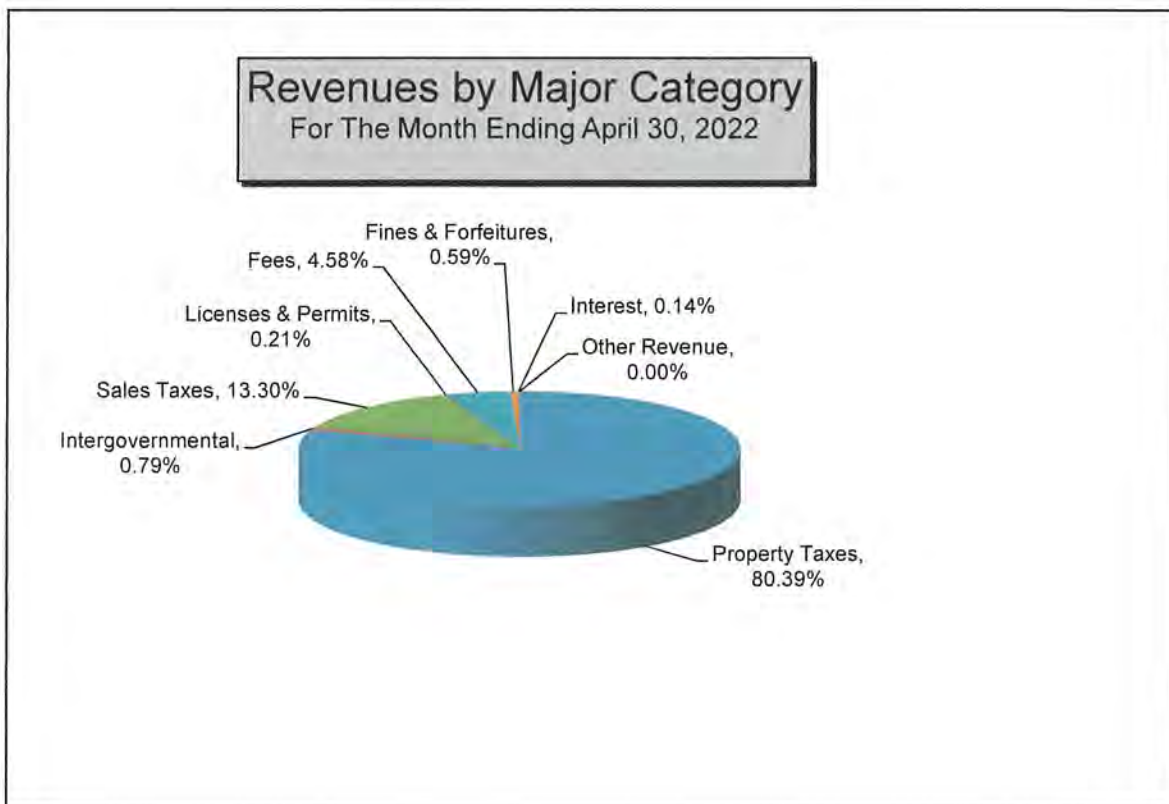
	<u>General Funds</u>	<u>Special Revenue Funds</u>	<u>Capital Project Funds</u>	<u>Debt Service Funds</u>	<u>Enterprise Funds</u>	<u>Internal Service Funds</u>	<u>Total</u>
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 92,172,518	45,855,024	9,237,924	5,423,784	1,741,586	585,675	\$ 155,016,511
Receivables & Prepaids	5,030,942	1,632	-	316,075	86,951	-	5,435,600
Intergovernmental Receivables	(174,374)	-	-	-	-	-	(174,374)
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	730,312	16,842	32,729	-	96,755	-	876,638
Other Assets	-	-	-	-	75,580,451	-	75,580,451
Total Assets	\$ <u>97,909,398</u>	\$ <u>45,873,498</u>	\$ <u>9,270,653</u>	\$ <u>5,739,859</u>	\$ <u>77,505,743</u>	\$ <u>585,675</u>	\$ <u>236,884,826</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 6,066,563	732,033	-	-	1,332,259	3,383,113	\$ 11,513,968
Intergovernmental Payables	360	-	-	-	5	-	365
Other Liabilities	4,191,419	627,659	-	298,599	887,744	-	6,005,421
Fund Balance/Equity	<u>87,651,056</u>	<u>44,513,806</u>	<u>9,270,653</u>	<u>5,441,260</u>	<u>75,285,735</u>	<u>(2,797,438)</u>	<u>219,365,072</u>
Total Liabilities and Fund Balance/Equity	\$ <u>97,909,398</u>	\$ <u>45,873,498</u>	\$ <u>9,270,653</u>	\$ <u>5,739,859</u>	\$ <u>77,505,743</u>	\$ <u>585,675</u>	\$ <u>236,884,826</u>

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending April 30, 2022

	<u>3/31/2022</u>	<u>Month Ending April 30, 2022</u>				<u>4/30/2022</u>
	<u>Fund Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Transfers In(/Out)</u>	<u>Prior Period Adjustment</u>	<u>Fund Balance</u>
Jury Fund	\$ 493,152	\$ 28,114	\$ 47,346	\$ -	\$ -	\$ 473,920
Road & Bridge Pct. 1	4,948,818	73,823	146,436	-	-	4,876,205
Road & Bridge Pct. 2	1,238,236	73,386	303,225	-	-	1,008,397
Road & Bridge Pct. 3	445,164	73,386	209,484	-	-	309,066
Road & Bridge Pct. 4	3,445,095	189,786	301,746	-	-	3,333,135
Engineering Fund	707,286	17,770	116,051	-	-	609,005
Parks & Recreation	101,913	7,652	15,130	-	-	94,435
General Fund	78,761,062	5,247,347	12,039,542	(321)	-	71,968,546
Mosquito Control Fund	2,086,956	27,205	141,619	-	-	1,972,542
Tobacco Settlement Fund	3,005,000	805	-	-	-	3,005,805
Total General Funds	95,232,682	5,739,274	13,320,579	(321)	-	87,651,056
Total Special Revenue Funds	44,675,283	1,854,480	2,016,278	321	-	44,513,806
Total Capital Project Funds	9,162,828	843,190	735,365	-	-	9,270,653
Total Debt Service Funds	5,355,120	86,640	500	-	-	5,441,260
Total Enterprise Funds	74,680,993	1,156,832	552,090	-	-	75,285,735
Total Internal Service Funds	(3,387,247)	2,620,483	2,030,674	-	-	(2,797,438)
Total Balances	\$ <u>225,719,659</u>	\$ <u>12,300,899</u>	\$ <u>18,655,486</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>219,365,072</u>

Jefferson County Texas
 Statement of Revenues by Category - Compared with Budget Allocation
 For The Month Ending April 30, 2022

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 90,344,939	\$ 92,577,815	\$ 2,232,876	2.41%
Sales Taxes	14,942,987	29,580,000	14,637,013	49.48%
Licenses & Permits	231,135	403,000	171,865	42.65%
Intergovernmental	889,303	1,166,084	276,781	23.74%
Fees	5,153,009	10,342,535	5,189,526	50.18%
Fines & Forfeitures	659,509	1,575,000	915,491	58.13%
Interest	161,577	142,700	(18,877)	-13.23%
Other Revenue	-	27,000	27,000	100.00%
	<u>\$ 112,382,459</u>	<u>\$ 135,814,134</u>	<u>\$ 23,431,675</u>	<u>17.25%</u>



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending April 30, 2022

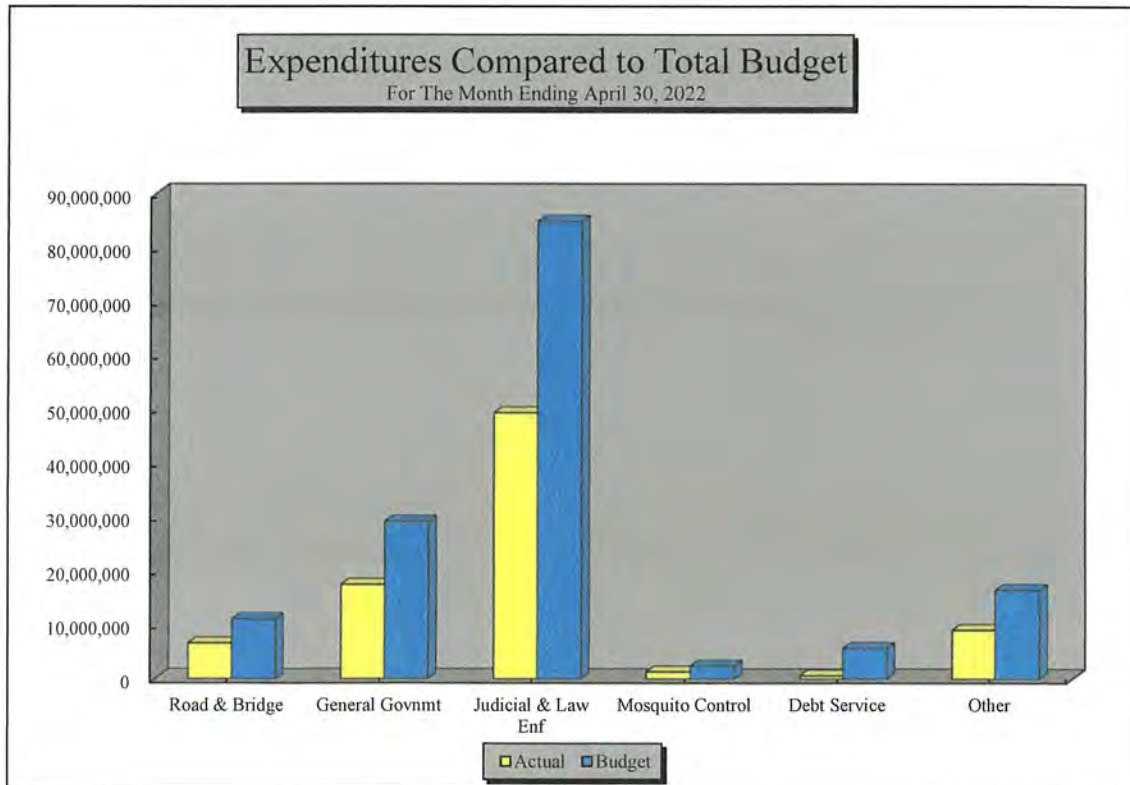
	October 2021					Cumulative	Annual	Unrealized
	-December	January	February	March	April	Total	Budget	Balance
Jury Fund								
Current Taxes	\$ 45,703	\$ 103,859	\$ 39,098	\$ 1,774	\$ 2,552	\$ 192,986	\$ 197,734	\$ 4,748
Delinquent Taxes	991	347	243	132	509	2,222	2,878	656
Jury Fees	14,648	4,195	4,665	4,546	5,775	33,829	60,000	26,171
Other Revenue	29,240	68	-	68	19,278	48,654	100,300	51,646
Road & Bridge Pct. 1								
Current Taxes	174,655	396,896	149,414	6,780	9,753	737,498	755,638	18,140
Delinquent Taxes	2,805	983	687	373	1,443	6,291	8,148	1,857
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,606	-	-	-	78,606	575,000	496,394
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	290,072	500,000	209,928
Sales, Rentals & Services	-	-	-	400	437	837	-	(837)
Fines and Forfeitures	27,869	9,858	12,582	14,361	20,750	85,420	225,000	139,580
Road & Bridge Pct. 2								
Current Taxes	174,655	396,896	149,414	6,780	9,753	737,498	755,638	18,140
Delinquent Taxes	2,805	983	687	373	1,443	6,291	8,148	1,857
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,606	-	-	-	78,606	575,000	496,394
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	290,072	500,000	209,928
Sales, Rentals & Services	-	-	-	-	-	-	-	-
Fines and Forfeitures	27,869	9,858	12,582	14,361	20,750	85,420	225,000	139,580
Road & Bridge Pct. 3								
Current Taxes	174,655	396,896	149,414	6,780	9,753	737,498	755,638	18,140
Delinquent Taxes	2,805	983	687	373	1,443	6,291	8,148	1,857
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,606	-	-	-	78,606	575,000	496,394
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	290,072	500,000	209,928
Sales, Rentals & Services	-	-	318	-	-	318	-	(318)
Fines and Forfeitures	27,869	9,858	12,582	14,361	20,750	85,420	225,000	139,580
Road & Bridge Pct. 4								
Current Taxes	174,655	396,896	149,414	6,780	9,753	737,498	755,638	18,140
Delinquent Taxes	2,805	983	687	373	1,443	6,291	8,148	1,857
Intergovernmental Revenue	-	-	-	-	-	-	8,000	8,000
Auto Registration Fees	-	78,606	-	-	-	78,606	575,000	496,394
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	290,072	500,000	209,928
Sales, Rentals & Services	203,544	661	(99,268)	-	116,401	221,338	-	(221,338)
Fines and Forfeitures	27,866	9,858	12,581	14,361	20,749	85,415	225,000	139,585
Other Revenue	-	-	-	-	-	-	-	-

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending April 30, 2022

	October 2021					Cumulative	Annual	Unrealized
	-December	January	February	March	April	Total	Budget	Balance
Engineering Fund								
Current Taxes	\$ 267,589	\$ 608,083	\$ 228,916	\$ 10,387	\$ 14,944	\$ 1,129,919	\$ 1,157,711	\$ 27,792
Delinquent Taxes	3,954	1,385	968	526	2,033	8,866	11,484	2,618
Licenses and Permits	750	-	2,000	-	293	3,043	3,000	(43)
Sales, Rentals & Services	-	-	-	-	500	500	1,000	500
Parks & Recreation								
Current Taxes	9,087	20,651	7,774	353	507	38,372	39,316	944
Delinquent Taxes	43	15	10	6	22	96	124	28
Sales, Rentals & Services	17,338	4,388	3,494	4,780	7,123	37,123	80,060	42,937
General Fund								
Current Taxes	18,464,131	41,958,861	15,795,641	716,718	1,031,133	77,966,484	79,883,216	1,916,732
Delinquent Taxes	297,177	104,092	72,757	39,557	152,834	666,417	863,189	196,772
Sales Taxes	2,931,490	3,035,025	2,880,398	3,186,792	2,909,282	14,942,987	29,580,000	14,637,013
Other Taxes	-	-	-	-	-	-	27,000	27,000
Licenses and Permits	69,396	36,663	38,533	38,400	45,100	228,092	400,000	171,908
Intergovernmental Revenue	252,734	29,432	39,065	112,865	406,553	840,649	1,057,784	217,135
Fees of Office	906,841	306,649	332,541	312,029	345,497	2,203,557	3,573,610	1,370,053
Other Sales, Rentals & Svcs.	887,859	(14,082)	(136,719)	199,766	243,971	1,180,795	2,327,865	1,147,070
Fines & Forfeitures	80,372	53,758	54,295	47,947	81,462	317,834	675,000	357,166
Interest	40,076	13,802	34,152	32,688	31,515	152,233	130,000	(22,233)
Other Revenue	-	-	-	-	-	-	-	-
Mosquito Control Fund								
Current Taxes	413,508	939,677	353,746	16,051	23,092	1,746,074	1,789,022	42,948
Delinquent Taxes	7,997	2,801	1,958	1,065	4,113	17,934	23,229	5,295
Sales, Rentals & Services	-	-	-	-	-	-	-	-
Tobacco Settlement Fund								
Interest	1,503	328	778	784	805	4,198	4,800	602
Debt Service								
Current Taxes	1,314,051	2,986,123	1,124,142	51,007	73,383	5,548,706	5,488,265	(60,441)
Delinquent Taxes	23,287	8,130	5,563	2,923	11,804	51,707	66,503	14,796
Interest	480	453	1,367	1,393	1,453	5,146	7,900	2,754
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-
Total	\$ 27,576,742	\$ 52,292,780	\$ 21,591,946	\$ 5,095,077	\$ 5,825,914	\$ 112,382,459	\$ 135,814,134	\$ 23,431,675

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation - 58% of Budget Expended
 For The Month Ending April 30, 2022

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 249,960	\$ 567,274	\$ 317,314	55.94%
Road & Bridge Funds	5,901,881	9,652,831	3,750,950	38.86%
Engineering Fund	659,370	1,299,471	640,101	49.26%
Parks & Recreation Fund	101,540	212,644	111,104	52.25%
General Fund:				
General Government	17,603,319	29,315,359	11,712,040	39.95%
Judicial	12,213,013	21,574,363	9,361,350	43.39%
Law Enforcement	36,930,485	62,706,689	25,776,204	41.11%
Education	219,980	459,866	239,886	52.16%
Health & Welfare	4,883,153	9,287,178	4,404,025	47.42%
Maintenance	2,586,657	4,513,498	1,926,841	42.69%
Other	1,237,055	2,123,889	886,834	41.76%
Mosquito Control Fund	1,322,904	2,397,570	1,074,666	44.82%
Tobacco Settlement	200,000	200,000	-	-
Debt Service Funds	598,850	5,710,850	5,112,000	89.51%
	<u>\$ 84,708,167</u>	<u>\$ 150,021,482</u>	<u>\$ 65,313,315</u>	<u>43.54%</u>



Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending April 30, 2022

	October 2021					Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March	April		Total	Budget	Balance
Jury Fund	\$ 106,368	\$ 17,895	\$ 17,619	\$ 45,053	\$ 47,346	\$ 15,679	\$ 249,960	\$ 567,274	\$ 317,314
Road & Brdg Pct. 1	481,308	100,845	110,366	323,412	146,436	268,384	1,430,751	2,430,829	1,000,078
Road & Brdg Pct. 2	391,805	116,333	165,732	118,890	303,225	282,512	1,378,497	2,251,072	872,575
Road & Brdg Pct. 3	491,853	124,290	137,120	128,785	209,484	438,925	1,530,457	2,456,274	925,817
Road & Brdg Pct. 4	729,381	137,229	(963)	138,142	301,746	256,641	1,562,176	2,514,656	952,480
Engineering	300,017	79,141	78,015	80,895	116,051	5,251	659,370	1,299,471	640,101
Parks & Recreation	24,251	7,155	18,955	21,274	15,130	14,775	101,540	212,644	111,104
Tax Assessor/Coll.	1,111,564	298,105	318,277	308,570	447,619	11,669	2,495,804	4,537,630	2,041,826
Human Resources	125,429	37,223	37,164	39,705	54,796	1,638	295,955	509,503	213,548
County Auditor	480,258	123,538	124,756	121,977	185,461	6,123	1,042,113	1,715,715	673,602
County Clerk	577,213	110,516	207,757	160,557	236,210	7,288	1,299,541	2,539,787	1,240,246
County Judge	255,433	70,551	73,125	81,037	112,062	5,802	598,010	1,030,545	432,535
Risk Management	79,443	23,148	21,256	14,683	20,886	811	160,227	296,039	135,812
County Treasurer	110,924	31,824	33,173	32,652	47,992	864	257,429	431,176	173,747
Printing Department	29,530	10,166	9,308	13,232	13,537	12,432	88,205	161,128	72,923
Purchasing Department	158,196	46,815	46,049	49,241	67,988	18,091	386,380	639,478	253,098
General Services	3,547,264	941,124	1,682,891	755,695	900,850	113,821	7,941,645	13,061,955	5,120,310
MIS	1,302,020	164,339	170,798	242,338	267,127	143,512	2,290,134	3,215,839	925,705
Voter's Registration	67,912	8,026	20,083	11,764	6,910	171	114,866	206,119	91,253
Elections	280,711	34,678	53,446	195,664	32,723	35,788	633,010	970,445	337,435
District Attorney	1,982,663	573,244	580,180	561,594	844,691	13,677	4,556,049	7,784,691	3,228,642
District Clerk	572,178	167,946	171,406	170,291	254,700	14,919	1,351,440	2,259,985	908,545
Criminal Dist. Court	327,143	112,567	133,496	113,005	135,812	231	822,254	1,613,696	791,442
58th Dist. Court	82,544	23,908	23,962	24,386	35,732	1,292	191,824	334,885	143,061
60th Dist. Court	89,011	25,986	25,971	25,687	38,285	1,841	206,781	352,759	145,978
136th Dist. Court	89,491	25,960	25,765	25,743	38,115	-	205,074	350,653	145,579
172nd Dist. Court	84,607	28,160	24,558	24,549	36,690	1,596	200,160	339,758	139,598
252nd Dist. Court	245,807	73,965	107,572	85,634	118,047	124	631,149	1,198,108	566,959
279th Dist. Court	118,256	33,663	42,102	31,250	55,566	317	281,154	480,477	199,323
317th Dist. Court	185,829	56,906	76,747	60,178	93,717	878	474,255	853,261	379,006
J.P. Pct. 1 Pl 1	100,778	28,983	29,352	30,480	46,500	260	236,353	441,548	205,195
J.P. Pct. 1 Pl 2	113,420	33,459	33,421	33,586	48,787	-	262,673	441,829	179,156
J.P. Pct. 2	79,878	22,933	23,391	23,340	33,931	462	183,935	390,871	206,936
J.P. Pct. 4	107,898	31,225	32,118	31,539	46,797	2,139	251,716	433,137	181,421
J.P. Pct. 6	104,829	29,600	27,826	28,678	44,177	257	235,367	431,432	196,065
J.P. Pct. 7	102,450	30,035	29,589	29,777	44,052	75	235,978	426,782	190,804
J.P. Pct. 8	101,059	29,545	28,140	27,637	41,408	1,243	229,032	419,914	190,882
Cnty. Court at Law 1	143,961	42,436	42,708	43,373	53,204	121	325,803	564,082	238,279
Cnty. Court at Law 2	149,602	40,931	61,474	52,051	76,946	236	381,240	729,176	347,936
Cnty. Court at Law 3	229,360	59,892	69,622	65,424	93,740	635	518,673	880,727	362,054
Court Master	119,867	34,453	37,214	33,570	45,624	-	270,728	558,123	287,395

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending April 30, 2022

	October 2021					Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March	April		Total	Budget	Balance
Dispute Resolution	\$ 62,682	\$ 25,874	\$ 21,914	\$ 20,802	\$ 29,354	\$ 749	\$ 161,375	\$ 288,469	\$ 127,094
Comm. Supervision	1,560	124	6,572	520	520	3,034	12,330	19,408	7,078
Sheriff's Dept.	4,027,015	1,160,639	1,155,181	1,150,250	1,951,999	95,085	9,540,169	16,225,126	6,684,957
Crime Lab	405,609	93,600	105,963	106,361	148,542	12,103	872,178	1,693,414	821,236
Jail	8,363,570	2,563,996	3,105,200	3,017,788	3,276,100	1,134,627	21,461,281	35,586,488	14,125,207
Juvenile Probation	378,171	111,263	113,304	111,190	156,123	3,731	873,782	1,784,885	911,103
Juvenile Detention	505,494	160,662	159,215	168,908	220,372	86,074	1,300,725	2,457,441	1,156,716
Constable Pct. 1	213,294	62,099	65,051	63,260	84,396	5,232	493,332	869,982	376,650
Constable Pct. 2	125,619	36,335	36,895	35,825	53,411	82,467	370,552	618,066	247,514
Constable Pct. 4	129,699	36,625	37,662	37,067	56,481	1,256	298,790	526,675	227,885
Constable Pct. 6	146,983	43,346	44,169	44,221	64,270	7,118	350,107	629,803	279,696
Constable Pct. 7	137,492	40,564	40,710	40,467	60,937	302	320,472	542,432	221,960
Constable Pct. 8	134,150	39,495	39,714	39,114	57,826	38,573	348,872	577,969	229,097
County Morgue	110,525	111,909	228,331	13,544	223,586	-	687,895	1,175,000	487,105
Agriculture Ext.	92,750	30,275	30,364	26,512	39,606	473	219,980	459,866	239,886
Public Health # 1	307,748	83,383	146,132	100,955	141,108	4,207	783,533	1,527,160	743,627
Public Health # 2	315,119	94,837	100,163	90,343	123,180	3,521	727,163	1,419,100	691,937
Nurse Practitioner	86,218	25,753	25,778	26,728	38,545	7,940	210,962	365,532	154,570
Child Welfare	20,673	11,427	9,827	6,542	2,366	-	50,835	120,000	69,165
Env. Control	96,162	23,630	23,809	24,825	37,120	585	206,131	461,574	255,443
Ind. Medical Svcs.	291,051	113,853	1,901,367	107,454	130,323	219,959	2,764,007	5,134,880	2,370,873
Emergency Mgmt.	60,322	19,185	17,580	17,431	26,004	-	140,522	258,932	118,410
Beaumont Maintenance	464,450	178,405	245,565	188,788	226,726	557,430	1,861,364	3,274,779	1,413,415
Port Arthur Maint.	170,583	56,323	61,662	58,369	78,940	133,954	559,831	978,485	418,654
Mid-County Maint.	49,343	18,877	20,302	19,926	24,672	32,342	165,462	260,234	94,772
Service Center	273,937	93,660	138,999	122,105	128,721	276,161	1,033,583	1,291,410	257,827
Veteran Service	86,159	25,488	28,217	25,663	37,632	313	203,472	348,165	144,693
Mosquito Control	349,447	90,106	259,772	89,091	141,619	392,869	1,322,904	2,397,570	1,074,666
Tobacco Settlement	200,000	-	-	-	-	-	200,000	200,000	-
Debt Service Funds	-	598,350	-	-	500	-	598,850	5,710,850	5,112,000
Contingency	-	-	-	-	-	-	-	484,314	484,314
Total	\$ 33,387,336	\$ 9,938,821	\$ 13,120,959	\$ 10,159,387	\$ 13,321,079	\$ 4,780,585	\$ 84,708,167	\$ 150,021,482	\$ 65,313,315

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending April 30, 2022

Issue	Beginning Amount Outstanding	2021-2022 Requirements				2021-2022 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	\$ 16,925,000	\$ 3,965,000	\$ 670,450	\$ 2,500	\$ 4,637,950	\$ -	\$ 335,225	\$ 1,900	\$ 337,125	\$ 16,925,000
2019 Certificates of Obligation	14,370,000	550,000	520,400	2,500	1,072,900	-	260,200	1,525	261,725	14,370,000
	<u>\$ 31,295,000</u>	<u>\$ 4,515,000</u>	<u>\$ 1,190,850</u>	<u>\$ 5,000</u>	<u>\$ 5,710,850</u>	<u>\$ -</u>	<u>\$ 595,425</u>	<u>\$ 3,425</u>	<u>\$ 598,850</u>	<u>\$ 31,295,000</u>

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending April 30, 2022

Fund	Transfers In	Transfers Out
120 General Fund	-	542,113 (a)
120 General Fund	-	218,255 (b)
230 Commuity Supervision Fund	-	35,643 (a)
239 Drug Diversion Program	35,643 (a)	-
241 Sheriff Department Grants	1,238 (b)	-
245 Crime Victim's Clearing	120,194 (b)	-
257 Auto Theft Grant	12,875 (b)	-
282 VAWA Fund	24,309 (b)	-
550 SETEC Fund	542,113 (a)	-
865 Marine Division	-	118,150 (b)
876 Sheriff-Spindletop Grant	59,639 (b)	-
884 2020 Port Security Grant	108,165 (b)	-
884 2021 Port Security Grant	9,985 (b)	-
	\$914,161	\$914,161

(a) Budgeted Transfer

(b) Grant Match

Agreement Between
Jefferson County, Texas
and the Tender Loving Care Center for Children
dba Legacy Community Development Corp

This Agreement is made on the 10th day of May 2022, by and between the Tender Loving Care Center for Children dba Legacy Community Development Corp (TLCCC dba Legacy CDC), a 501(c)(3) corporation, and Jefferson County, hereinafter referred to as the "the County".

WHEREAS, the County has entered into contract #1505-0270 (Attachment A) with the U.S. Department of The Treasury to conduct the Emergency Rental Assistance Program Round II, hereinafter referred to as "ERAP 2," and

WHEREAS, the County and the TLCCC dba Legacy CDC have investigated and determined that it would be advantageous for TLCCC dba Legacy CDC to administer and distribute the ERAP 2 funds to Jefferson County residents; and

WHEREAS, the County wishes to engage TLCCC dba Legacy CDC to administer and distribute the ERAP 2 funds on behalf of Jefferson County, therefore Jefferson County and TLCCC dba Legacy CDC agree as follows:

Services to be Performed

Jefferson County agrees to engage TLCCC dba Legacy CDC to administer and distribute the ERAP 2 funds to eligible Jefferson County residents as outlined in attachment B.

Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, this Agreement shall commence on the 10th day of May 2022. This contract expires at midnight on December 31, 2025.

Compensation

The County shall compensate TLCCC dba Legacy CDC for the services referred to in this agreement in accordance with the guidelines outlined in attachment B.

Relationship of Parties

The parties intend that TLCCC dba Legacy CDC, in performing services specified in this agreement, shall act as a subrecipient of the County, and neither TLCCC dba Legacy CDC, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of Jefferson County and shall not be entitled to participate in any pension or other benefits that Jefferson County provides its employees.

Notice to Parties

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested.

Notice to the County shall be sufficient if made or addressed to the office of

Judge Jeff Branick,
1149 Pearl 4th Floor
Beaumont, TX 77701

Notice to TLCCC dba Legacy CDC shall be sufficient if made or addressed to the office of

Vivian Ballou
Executive Director, Legacy Development Corp
3800 Park Lane
Port Arthur, Texas, 77642

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

Miscellaneous Provisions**Indemnification**

TLCCC dba Legacy CDC agrees to promptly defend, indemnify and hold Jefferson County harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of TLCCC dba Legacy CDC, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

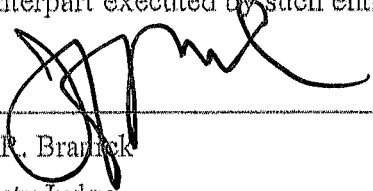
Entire Agreement

This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.

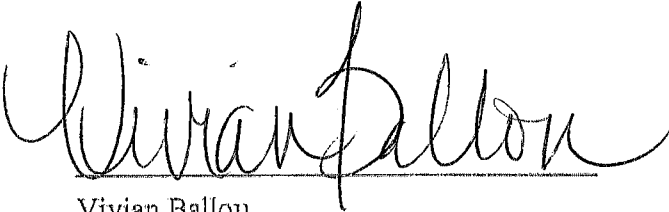
This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Jefferson County, Texas.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.



Jeff R. Brantek
County Judge



Vivian Ballou
Executive Director
TLCCC dba Legacy CDC

Attachment A

OMB Approved No.: 1505-0270
Expiration Date: 10/31/2021

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Eligible grantee name and address: County of Jefferson, Texas 1149 Pearl 7th Floor Beaumont, Texas, 77701-3638	DUNS Number: 010807535 Taxpayer Identification Number: 74-6000291 Assistance Listing Number and Title: 21.023-Emergency Rental Assistance Program
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Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury ("Treasury") to make payments to certain eligible grantees to be used to provide emergency rental assistance.

The eligible grantee hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:

Jeff Branick

29B2B7182810495...

Authorized Representative Signature (above)

[To be signed by chief executive officer if recipient is a local government.]

Authorized Representative Name:

Jeff Branick

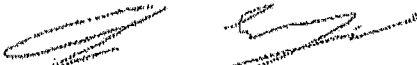
Authorized Representative Title:

County Judge

Date Signed:

8/4/2021

U.S. Department of the Treasury:



Authorized Representative: Jacob Leibenluft

Title: Chief Recovery Officer

Date: 8/9/2021

PAPERWORK REDUCTION ACT NOTICE: The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

PRIVACY ACT STATEMENT

AUTHORITY: Solicitation of this information is authorized by the American Rescue Plan Act of 2021, Title III, Pub. L. No. 117-2.

PURPOSE: Treasury is required by the American Rescue Plan Act of 2021 to identify eligible grantees/recipients to provide emergency rental assistance to individuals who qualify for relief under the Act. Eligible grantees/recipients are state, local, and territorial governments which identify households requiring relief according to requirements contained in the Act. Treasury maintains contact information for authorized representatives and contact persons for the purpose of communicating with eligible grantees regarding issues related to implementation of the Act.

ROUTINE USES: The information you furnish may be shared in accordance with the routine uses outlined in the Treasury's system of records notice, Treasury .017 - Correspondence and Contact Information, which can be found at 81 FR 78266 (Nov. 7, 2016).

DISCLOSURE: Disclosure of this information to Treasury is required in order to comply with the requirements the American Rescue Plan Act of 2021. Disclosure of this information is voluntary, however, grantees/recipients that do not disclose contact information will be unable to communicate with Treasury on issues related to their obligations under the Act and this may affect the status of their award.

Attachment A

OMB Approved No.: 1505-0270
Expiration Date: 10/31/2021

**U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE
AWARD TERMS AND CONDITIONS**

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("Section 3201") and any guidance issued by Treasury regarding the Emergency Rental Assistance program established under Section 3201 (the "Guidance").
2. Reallocation of Funds. Recipient understands and agrees that any funds allocated by Treasury to Recipient that are not disbursed to Recipient in accordance with Section 3201(e)(2) as a subsequent payment will be reallocated by Treasury to other eligible recipients under Section 3201(e). Such reallocation of funds shall be made in the manner and by the date, which shall be no sooner than March 31, 2022, as may be set by Treasury. Recipient agrees to obligate at least fifty (50) percent of the total amount of funds allocated by Treasury to Recipient under Section 3201 to be eligible to receive reallocated funds under Section 3201(e).
3. Assistance to Eligible Households. Recipient agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to Recipient, and to receive financial assistance directly from Recipient, under programs established by Recipient using funds disbursed under this award. Recipient may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after Recipient makes reasonable efforts to obtain its cooperation, Recipient must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.
4. Period of Performance. The period of performance for this award begins on the date hereof and ends on September 30, 2025. Recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.
5. Administrative costs.
 - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
 - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 1.5 percent of the total amount of the total award.
6. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as related to this award. Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
7. Maintenance of and Access to Records.
 - a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 3201 and the Guidance.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after the period of performance.
8. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of Section 3201 and the Guidance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

Attachment A

- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefitting from federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. False Statements. Recipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

Attachment A

- c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

14. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

15. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Attachment B

Subtitle B—Housing Provisions**SEC. 8201. EMERGENCY RENTAL ASSISTANCE.****(a) FUNDING.--**

(1) **APPROPRIATION.**--In addition to amounts otherwise available, there is appropriated to the Secretary of the Treasury for fiscal year 2021, out of any money in the Treasury not otherwise appropriated, \$21,550,000,000, to remain available until September 30, 2027, for making payments to eligible grantees under this section--

(2) **RESERVATION OF FUNDS.**--Of the amount appropriated under paragraph (1), the Secretary shall reserve--

(A) \$305,000,000 for making payments under this section to the Commonwealth of Puerto Rico, the United States

Attachment B

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Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa;

(B) \$30,000,000 for costs of the Secretary for the administration of emergency rental assistance programs and technical assistance to recipients of any grants made by the Secretary to provide financial and other assistance to renters;

(C) \$3,000,000 for administrative expenses of the Inspector General relating to oversight of funds provided in this section; and

(D) \$2,600,000,000 for payments to high-need grantees as provided in this section.

(b) ALLOCATION OF FUNDS TO ELIGIBLE GRANTEEES.--

(1) ALLOCATION FOR STATES AND UNITS OF LOCAL GOVERNMENT.--

(A) IN GENERAL.--The amount appropriated under paragraph (1) of subsection (a) that remains after the application of paragraph (2) of such subsection shall be allocated to eligible grantees described in subparagraphs (A) and (B) of subsection (f)(1) in the same manner as the amount appropriated under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116-260) is allocated to States and units of local government under subsection (b)(1) of such section, except that section 501(b) of such subtitle A shall be applied--

(i) without regard to clause (i) of paragraph (1)(A);

(ii) by deeming the amount appropriated under paragraph (1) of subsection (a) of this Act that remains after the application of paragraph (2) of such subsection to be the amount deemed to apply for purposes of applying clause (i) of section 501(b)(1)(A) of such subtitle A;

(iii) by substituting "\$152,000,000" for "\$200,000,000" each place such term appears;

(iv) in subclause (1) of such section 501(b)(1)(A)(v), by substituting "under section 3201 of the American Rescue Plan Act of 2021" for "under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021"; and

(v) in subclause (1) of such section 501(b)(1)(A)(v), by substituting "local government elects to receive funds from the Secretary under section 3201 of the American Rescue Plan Act of 2021 and will use the funds in a manner consistent with such section" for "local government elects to receive funds from the Secretary under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 and will use the funds in a manner consistent with such section".

(B) PRO RATA ADJUSTMENT.--The Secretary shall make pro rata adjustments in the amounts of the allocations determined under subparagraph (A) of this paragraph for entities described in such subparagraph as necessary to ensure that the total amount of allocations made pursuant to such subparagraph does not exceed the remainder appropriated amount described in such subparagraph.

Attachment B

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(2) ALLOCATIONS FOR TERRITORIES.--The amount reserved under subsection (a)(2)(A) shall be allocated to eligible grantees described in subsection (D)(1)(C) in the same manner as the amount appropriated under section 501(a)(2)(A) of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116-230) is allocated under section 501(b)(3) of such subtitle A to eligible grantees described under subparagraph (C) of such section 501(b)(3), except that section 501(b)(3) of such subtitle A shall be applied--

(A) in subparagraph (A), by inserting "of section 3201 of the American Rescue Plan Act of 2021" after "the amount reserved under subsection (a)(2)(A)"; and

(B) in clause (i) of subparagraph (B), by substituting "the amount equal to 0.3 percent of the amount appropriated under subsection (a)(1)" with "the amount equal to 0.3 percent of the amount appropriated under subsection (a)(1) of section 3201 of the American Rescue Plan Act of 2021".

(3) HIGH-NEED GRANTEEES.--The Secretary shall allocate funds reserved under subsection (a)(2)(D) to eligible grantees with a high need for assistance under this section, with the number of very low-income renter households paying more than 50 percent of income on rent or living in substandard or overcrowded conditions, rental market costs, and change in employment since February 2020 used as the factors for allocating funds.

(c) PAYMENT SCHEDULE.--

(1) IN GENERAL.--The Secretary shall pay all eligible grantees not less than 40 percent of each such eligible grantee's total allocation provided under subsection (b) within 60 days of enactment of this Act.

(2) SUBSEQUENT PAYMENTS.--The Secretary shall pay to eligible grantees additional amounts in tranches up to the full amount of each such eligible grantee's total allocation in accordance with a procedure established by the Secretary, provided that any such procedure established by the Secretary shall require that an eligible grantee must have obligated not less than 75 percent of the funds already disbursed by the Secretary pursuant to this section prior to disbursement of additional amounts.

(d) USE OF FUNDS.--

(1) IN GENERAL.--An eligible grantee shall only use the funds provided from payments made under this section as follows:

(A) FINANCIAL ASSISTANCE.--

(i) IN GENERAL.--Subject to clause (ii) of this subparagraph, funds received by an eligible grantee from payments made under this section shall be used to provide financial assistance to eligible households, not to exceed 18 months, including the payment of--

(I) rent;

(II) rental arrears;

(III) utilities and home energy costs;

(IV) utilities and home energy costs arrears;

and

(V) other expenses related to housing, as defined by the Secretary.

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(ii) **LIMITATION.**—The aggregate amount of financial assistance an eligible household may receive under this section, when combined with financial assistance provided under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116-260), shall not exceed 18 months.

(B) **HOUSING STABILITY SERVICES.**—Not more than 10 percent of funds received by an eligible grantee from payments made under this section may be used to provide case management and other services intended to help keep households stably housed.

(C) **ADMINISTRATIVE COSTS.**—Not more than 15 percent of the total amount paid to an eligible grantee under this section may be used for administrative costs attributable to providing financial assistance, housing stability services, and other affordable rental housing and eviction prevention activities, including for data collection and reporting requirements related to such funds.

(D) **OTHER AFFORDABLE RENTAL HOUSING AND EVICTION PREVENTION ACTIVITIES.**—An eligible grantee may use any funds from payments made under this section that are unobligated on October 1, 2022, for purposes in addition to those specified in this paragraph, provided that—

- (i) such other purposes are affordable rental housing and eviction prevention purposes, as defined by the Secretary, serving very low-income families (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b))); and
- (ii) prior to obligating any funds for such purposes, the eligible grantee has obligated not less than 75 percent of the total funds allocated to such eligible grantee in accordance with this section.

(2) **DISTRIBUTION OF ASSISTANCE.**—Amounts appropriated under subsection (a)(1) of this section shall be subject to the same terms and conditions that apply under paragraph (4) of section 501(c) of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116-260) to amounts appropriated under subsection (a)(1) of such section 501.

(c) **REALLOCATION OF FUNDS.**—

(1) **IN GENERAL.**—Beginning March 31, 2022, the Secretary shall reallocate funds allocated to eligible grantees in accordance with subsection (b) but not yet paid in accordance with subsection (c)(2) according to a procedure established by the Secretary.

(2) **ELIGIBILITY FOR REALLOCATED FUNDS.**—The Secretary shall require an eligible grantee to have obligated 50 percent of the total amount of funds allocated to such eligible grantee under subsection (b) to be eligible to receive funds reallocated under paragraph (1) of this subsection.

(3) **PAYMENT OF REALLOCATED FUNDS BY THE SECRETARY.**—The Secretary shall pay to each eligible grantee eligible for a payment of reallocated funds described in paragraph (2) of this subsection the amount allocated to such eligible grantee in accordance with the procedure established by the Secretary in accordance with paragraph (1) of this subsection.

Attachment B

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(4) **USE OF REALLOCATED FUNDS.**—Eligible grantees may use any funds received in accordance with this subsection only for purposes specified in paragraph (1) of subsection (d).

(f) **DEFINITIONS.**—In this section:

(1) **ELIGIBLE GRANTEE.**—The term “eligible grantee” means any of the following:

(A) The 50 States of the United States and the District of Columbia.

(B) A unit of local government (as defined in paragraph (5)).

(C) The Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

(2) **ELIGIBLE HOUSEHOLD.**—The term “eligible household” means a household of 1 or more individuals who are obligated to pay rent on a residential dwelling and with respect to which the eligible grantee involved determines that—

(A) 1 or more individuals within the household has—

(i) qualified for unemployment benefits; or

(ii) experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic;

(B) 1 or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and

(C) the household is a low-income family (as such term is defined in section 8(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)).

(3) **INSPECTOR GENERAL.**—The term “Inspector General” means the Inspector General of the Department of the Treasury.

(4) **SECRETARY.**—The term “Secretary” means the Secretary of the Treasury.

(5) **UNIT OF LOCAL GOVERNMENT.**—The term “unit of local government” has the meaning given such term in section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116-260).

(g) **AVAILABILITY.**—Funds provided to an eligible grantee under a payment made under this section shall remain available through September 30, 2025.

(h) **EXTENSION OF AVAILABILITY UNDER PROGRAM FOR EXISTING FUNDING.**—Paragraph (1) of section 501(a) of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116-260) is amended by striking “December 31, 2021” and inserting “September 30, 2022”.

Attachment B

**U.S. Department of the Treasury
Emergency Rental Assistance
Frequently Asked Questions**

Revised August 25, 2021

The Department of the Treasury (Treasury) is providing these frequently asked questions (FAQs) as guidance regarding the requirements of the Emergency Rental Assistance program (ERA1) established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) and the Emergency Rental Assistance program (ERA2) established by section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021).

These FAQs apply to both ERA1 and ERA2, except where differences are specifically noted. References in these FAQs to “the ERA” apply to both ERA1 and ERA2. These FAQs will be supplemented by additional guidance.¹ Grantees must establish policies and procedures to govern the implementation of their ERA programs consistent with the statutes and these FAQs. To the extent that these FAQs do not provide specific guidance on a particular issue, a grantee should establish its own policy or procedure that is consistent with the statutes and follow it consistently.

1. Who is eligible to receive assistance in the ERA and how should a grantee document the eligibility of a household?

A grantee may only use the funds provided in the ERA to provide financial assistance and housing stability services to eligible households. To be eligible, a household must be obligated to pay rent on a residential dwelling and the grantee must determine that:

- i. for ERA1:
 - a. one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak;
 - b. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and

¹ On January 19, 2021, initial FAQs were released for ERA1. On February 22, 2021, the initial FAQs were revised to, among other things, clarify program requirements and provide additional flexibility with respect to documenting the eligibility of households. On March 16, 2021, FAQ 7 was revised to add rental security deposits as a permissible relocation expense and clarify that application or screening fees are permissible rental fees and FAQs 26–28 were added. On March 25, 2021, FAQ 29 was added. On May 7, 2021, these FAQs were revised to provide initial guidance for ERA2, to clarify differences between ERA1 and ERA2, and to clarify how ERA should be used to promote housing stability for eligible households. On June 24, 2021, these FAQs were revised to further clarify how to promote housing stability for eligible households; specifically, FAQs 14, 23, 31, 33, and 35 were revised and FAQs 36–39 were added, in addition to other non-substantive changes. On August 25, 2021, these FAQs were revised to provide further clarification on the use of self-attestation and to describe methods of speeding payments to eligible households. Specifically, substantive revisions were made to FAQs 3, 4, 7, 11, and 38; FAQs 40-42 were added; and additional edits were made for clarity.

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- c. the household has a household income at or below 80 percent of area median income.
- ii. for ERA2:
- a. one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic;
 - b. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
 - c. the household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b))).²

While there are some differences in eligibility between ERA1 and ERA2, the eligibility requirements are very similar, and Treasury is seeking to implement ERA2 consistently with ERA1, to the extent possible, to reduce administrative burdens for grantees.

The FAQs below describe the documentation requirements for each of these conditions of eligibility. These requirements provide for various means of documentation so that grantees may extend this emergency assistance to vulnerable populations without imposing undue documentation burdens. As described below, given the challenges presented by the COVID-19 pandemic, grantees may be flexible as to the particular form of documentation they require, including by permitting photocopies or digital photographs of documents, e-mails, or attestations from employers, landlords, caseworkers, or others with knowledge of the household's circumstances. Treasury strongly encourages grantees to avoid establishing documentation requirements that are likely to be barriers to participation for eligible households, including those with irregular incomes such as those operating small business or gig workers whose income is reported on Internal Revenue Service Form 1099. However, grantees must require all applications for assistance to include an attestation from the applicant that all information included is correct and complete.

In all cases, grantees must document their policies and procedures for determining a household's eligibility to include policies and procedures for determining the prioritization of households in compliance with the statute and maintain records of their determinations. Grantees must also have controls in place to ensure compliance with their policies and procedures and prevent fraud. Grantees must specify in their policies and procedures under what circumstances they will accept written attestations from the applicant without further documentation to determine any aspect of

² As of the date of these FAQs, the definition of "low-income families" in 42 U.S.C. 1437a(b) is "those families whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary [of Housing and Urban Development] with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes."

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eligibility or the amount of assistance, and in such cases, grantees must have in place reasonable validation or fraud-prevention procedures to prevent abuse.

2. How should applicants document that a member of the household has qualified for unemployment benefits, experienced a reduction in income, incurred significant costs, or experienced other financial hardship during or due to the COVID-19 outbreak?

A grantee must document that one or more members of the applicant's household either (i) qualified for unemployment benefits; or (ii) (a) for ERA1, experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak or (b) for ERA2, experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic.³ If the grantee is relying on clause (i) for this determination, or if the grantee is relying on clause (ii) in ERA2, the grantee is permitted to rely on either a written attestation signed by the applicant or other relevant documentation regarding the household member's qualification for unemployment benefits. If the grantee is relying on clause (ii) for this determination in ERA1, the statute requires the grantee to obtain a written attestation signed by the applicant that one or more members of the household meets this condition. While grantees relying on clause (ii) in ERA1 must show financial hardship "due, directly or indirectly, to" COVID-19, grantees in ERA2 are also permitted to rely on financial hardship "during" the pandemic.

It may be difficult for some grantees to establish whether a financial hardship experienced during the pandemic is due to the COVID-19 outbreak. Therefore, Treasury strongly encourages grantees to rely on the self-certification of applicants with regard to whether their financial hardship meets these statutory eligibility requirements. Further, because the standard in ERA2 is broader than the standard in ERA1, any applicant that self-certifies that it meets the standard in ERA1 should be considered to meet the standard for purposes of ERA2.

3. How should a grantee determine that an individual within a household is at risk of experiencing homelessness or housing instability?

The statutes establishing ERA1 and ERA2 both require that one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability. Such a demonstration may include (i) a past due utility or rent notice or eviction notice, (ii) unsafe or unhealthy living conditions (which may include overcrowding), or (iii) any other evidence of risk, as determined by the grantee. Grantees may establish alternative criteria for determining whether a household satisfies this requirement, and should adopt policies and procedures addressing how they will determine the presence of unsafe or unhealthy living conditions and what evidence of risk to accept in order to support their determination that a household satisfies this requirement. A grantee may rely on an applicant's self-certification identifying the applicable risk factor or factors, without further documentation, if other documentation is not immediately available.

4. The statutes establishing ERA1 and ERA2 limit eligibility to households based on certain income criteria. How is household income defined for purposes of the ERA? How will income

³ Treasury is interpreting the two different statutory terms ("the COVID-19 outbreak" and "the coronavirus pandemic") as having the same meaning.

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be documented and verified?

Definition of Income: With respect to each household applying for assistance, grantees may choose between using the Department of Housing and Urban Development's (HUD) definition of "annual income" in 24 CFR 5.609⁴ and using adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual federal annual income tax purposes.

Definition of Area Median Income: For purposes of ERA1, the area median income for a household is the same as the income limits for families published by the Department of Housing and Urban Development (HUD) in accordance with 42 U.S.C. 1437a(b)(2), available under the heading for "Access Individual Income Limits Areas" at <https://www.huduser.gov/portal/datasets/il.html>.⁵ When determining area median income with respect to Tribal members, Tribal governments and TDHEs may rely on the methodology authorized by HUD for the Indian Housing Block Grant Program as it pertains to households residing in an Indian area comprising multiple counties (*see* HUD Office of Native American Programs, Program Guidance No. 2021-01, June 22, 2021).

Methods for Income Determination: The statute establishing ERA1 provides that grantees may determine income eligibility based on either (i) the household's total income for calendar year 2020, or (ii) sufficient confirmation of the household's monthly income at the time of application, as determined by the Secretary of the Treasury (Secretary).

If a grantee in ERA1 uses a household's monthly income to determine eligibility, the grantee should review the monthly income information provided at the time of application and extrapolate over a 12-month period to determine whether household income exceeds 80 percent of area median income. For example, if the applicant provides income information for two months, the grantee should multiply it by six to determine the annual amount. If a household qualifies based on monthly income, the grantee must redetermine the household income eligibility every three months for the duration of assistance.

For ERA2, if a grantee uses the same income determination methodology that it used in ERA1, it is presumed to be in compliance with relevant program requirements; if a grantee chooses to use a different methodology for ERA2 than it used for ERA1, the methodology should be reasonable and consistent with all applicable ERA2 requirements. In addition, if a household is a single family that the grantee determined met the income requirement for eligibility under ERA1, the grantee may consider the household to be eligible under ERA2, unless the grantee becomes aware of any reason the household does not meet the requirements for ERA2. Finally, if multiple families from the same household receive funding under an ERA2 program, the grantee should ensure that there is no duplication of the assistance provided.

Documentation of Income Determination: Grantees in ERA1 and ERA2 must have a reasonable basis under the circumstances for determining income. A grantee may support its determination

⁴ See https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:1.1.1.5#se24.1.5_1609.

⁵ Specifically, 80 percent of area median income is the same as the "low income limit" as published by HUD. For purposes of prioritizing rental assistance as described in FAQ 22 below, 50 percent of area median income for the household is the same as the "very low-income limit" for the relevant area.

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with both a written attestation from the applicant as to household income and also documentation available to the applicant, such as paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or an attestation from an employer. In appropriate cases, grantees may rely on an attestation from a caseworker or other professional with knowledge of a household's circumstances to certify that an applicant's household income qualifies for assistance.

Alternatively, a grantee may rely on a written attestation without further documentation of household income from the applicant under three approaches:

- *Self-attestation Alone* – In order to provide assistance rapidly, during the public health emergency related to COVID-19 the grantee may rely on a self-attestation of household income without further verification if the applicant confirms in their application or other document that they are unable to provide documentation of their income. If a written attestation without further verification is relied on to document the majority of the applicant's income, the grantee must reassess the household's income every three months, by obtaining appropriate documentation or a new self-attestation. Income attestations should specify the monthly or annual income claimed by the household to ensure that the household meets the applicable ERA requirements and to enable appropriate reporting. Under this approach, grantees are encouraged to incorporate self-attestation to demonstrate income eligibility into their application form. Similarly, grantees may rely on self-attestations to demonstrate applicants' financial hardship and risk of homelessness or housing instability as described above in FAQs 2 and 3 above. Thus, grantees are encouraged to simplify applications to allow for self-attestation for income eligibility during the public health emergency, as well as to allow self-attestation to demonstrate applicants' financial hardship and risk of homelessness or housing instability as described above in FAQs 2 and 3.
- *Categorical Eligibility* – If an applicant's household income has been verified to be at or below 80 percent of the area median income (for ERA1) or if an applicant's household has been verified as a low-income family as defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)) (for ERA2) in connection with another local, state, or federal government assistance program, grantees are permitted to rely on a determination letter from the government agency that verified the applicant's household income or status as a low-income family, provided that the determination for such program was made on or after January 1, 2020.
- *Fact-specific proxy* – A grantee may rely on a written attestation from the applicant as to household income if the grantee also uses any reasonable fact-specific proxy for household income, such as reliance on data regarding average incomes in the household's geographic area.

Grantees also have discretion to provide waivers or exceptions to this documentation requirement to accommodate disabilities, extenuating circumstances related to the pandemic, or a lack of technological access. In these cases, the grantee is still responsible for making the required determination regarding the applicant's household income and documenting that determination. Treasury encourages grantees to partner with state unemployment departments or entities that administer federal benefits with income requirements to assist with the verification process,

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consistent with applicable law.

5. ERA funds may be used for rent and rental arrears. How should a grantee document where an applicant resides and the amount of rent or rental arrears owed?

Grantees must obtain, if available, a current lease, signed by the applicant and the landlord or sublessor, that identifies the unit where the applicant resides and establishes the rental payment amount. If a household does not have a signed lease, documentation of residence may include evidence of paying utilities for the residential unit, an attestation by a landlord who can be identified as the verified owner or management agent of the unit, or other reasonable documentation as determined by the grantee. In the absence of a signed lease, evidence of the amount of a rental payment may include bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent, a written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit, or other reasonable documentation as defined by the grantee in its policies and procedures.

Written Attestation: If an applicant is able to provide satisfactory evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, grantees may accept a written attestation from the applicant to support the payment of assistance up to a monthly maximum of 100 percent of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides, as most recently determined by HUD and made available at <https://www.huduser.gov/portal/datasets/fmr.html>. In this case, the applicant must also attest that the household has not received, and does not anticipate receiving, another source of public or private subsidy or assistance for the rental costs that are the subject of the attestation. This limited payment is intended to provide the most vulnerable households the opportunity to gather additional documentation of the amount of the rental obligation or to negotiate with landlords in order to avoid eviction. The assistance described in this paragraph may only be provided for three months at a time, and a grantee must obtain evidence of rent owed consistent with the above after three months in order to provide further assistance to such a household; Treasury expects that in most cases the household would be able to provide documentation of the amount of the rental obligation in any applications for further assistance.

6. ERA funds may be used for “utilities and home energy costs” and “utilities and home energy costs arrears.” How are those terms defined and how should those costs be documented?

Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Accordingly, utilities and home energy costs include separately stated electricity, gas, water and sewer, trash removal, and energy costs, such as fuel oil. Payments to public utilities are permitted.

All payments for utilities and home energy costs should be supported by a bill, invoice, or evidence of payment to the provider of the utility or home energy service.

Utilities and home energy costs that are covered by the landlord will be treated as rent.

7. The statutes establishing ERA1 and ERA2 allow the funds to be used for certain “other

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expenses,” as defined by the Secretary. What are some examples of these “other expenses”?

Under the statute establishing ERA1, funds used for “other expenses” must be related to housing and “incurred due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak.” In contrast, the statute establishing ERA2 requires that “other expenses” be “related to housing” but does not require that they be incurred due to the COVID-19 outbreak.

For both ERA1 and ERA2, other expenses related to housing include relocation expenses (including prospective relocation expenses), such as rental security deposits, and rental fees, which may include application or screening fees. It can also include reasonable accrued late fees (if not included in rental or utility arrears), and Internet service provided to the rental unit. Internet service provided to a residence is related to housing and is in many cases a vital service that allows renters to engage in distance learning, telework, and telemedicine and obtain government services. However, given that coverage of Internet would reduce the amount of funds available for rental assistance, grantees should adopt policies that govern in what circumstances that they will determine that covering this cost would be appropriate. In addition, rent or rental bonds, where a tenant posts a bond with a court as a condition to obtaining a hearing, reopening an eviction action, appealing an order of eviction, reinstating a lease, or otherwise avoiding an eviction order, may also be considered an eligible expense.

All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service. If a housing-related expense is included in a bundle or an invoice that is not itemized (for example, internet services bundled together with telephone and cable television services) and obtaining an itemized invoice would be unduly burdensome, grantees may establish and apply reasonable procedures for determining the portion of the expense that is appropriate to be covered by ERA. As discussed in FAQ 26 below, under certain circumstances, the cost of a hotel stay may also be covered as an “other expense.”

8. Must a beneficiary of the rental assistance program have rental arrears?

No. The statutes establishing ERA1 and ERA2 permit the enrollment of households for only prospective benefits. For ERA1, if an applicant has rental arrears, the grantee may not make commitments for prospective rent payments unless it has also provided assistance to reduce the rental arrears; this requirement does not apply to ERA2.

9. May a grantee provide assistance for arrears that have accrued before the date of enactment of the statute?

Yes, but not for arrears accrued before March 13, 2020, the date of the emergency declaration pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5191(b).

10. Is there a limit on how many months of financial assistance a tenant can receive?

Yes. In ERA1, an eligible household may receive up to twelve (12) months of assistance (plus an additional three (3) months if necessary to ensure housing stability for the household, subject to the availability of funds). The aggregate amount of financial assistance an eligible household may

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receive under ERA2, when combined with financial assistance under ERA1, must not exceed 18 months.

In ERA1, financial assistance for prospective rent payments is limited to three months based on any application by or on behalf of the household, except that the household may receive assistance for prospective rent payments for additional months (i) subject to the availability of remaining funds currently allocated to the grantee, and (ii) based on a subsequent application for additional assistance. In no case may an eligible household receive more than 18 months of assistance under ERA1 and ERA2, combined.

11. Must a grantee pay for all of a household's rental or utility arrears?

No. The full payment of arrears is allowed up to the limits established by the statutes, as described in FAQ 10 above. A grantee may structure a program to provide less than full coverage of arrears. Grantees are encouraged to consider whether payments of less than the full amount of arrears may result in a significant disincentive for landlord participation in the ERA program. Moreover, consistent with FAQ 32, grantees should consider methods for avoiding evictions for nonpayment or utility cutoffs in cases where arrearages are paid only in part.

12. What outreach should be made by a grantee to a landlord or utility provider before determining that the landlord or utility provider will not accept direct payment from the grantee?

Treasury expects that in general, rental and utility assistance can be provided most effectively and efficiently when the landlord or utility provider participates in the program. However, in cases where a landlord or utility provider does not participate in the program, the only way to achieve the statutory purpose is to provide assistance directly to the eligible household.

In ERA1, grantees must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments from the ERA program. Outreach will be considered complete if (i) a request for participation is sent in writing, by mail, to the landlord or utility provider, and the addressee does not respond to the request within seven calendar days after mailing; (ii) the grantee has made at least three attempts by phone, text, or e-mail over a five calendar-day period to request the landlord or utility provider's participation; or (iii) a landlord confirms in writing that the landlord does not wish to participate. The final outreach attempt or notice to the landlord must be documented. The cost of contacting landlords would be an eligible administrative cost.

ERA2 does not require grantees to seek the cooperation of the landlord or utility provider before providing assistance directly to the tenant. However, if an ERA2 grantee chooses to seek the cooperation of landlords or utility providers before providing assistance directly to tenants, Treasury strongly encourages the grantee to apply the same ERA1 requirements as described above.

13. Is there a requirement that the eligible household have been in its current rental home when the public health emergency with respect to COVID-19 was declared?

No. There is no requirement regarding the length of tenure in the current unit.

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14. What data should a grantee collect regarding households to which it provides rental assistance in order to comply with Treasury's reporting and recordkeeping requirements?

Treasury provided interim guidance to ERA1 grantees regarding reporting requirements covering the period January through May 2021. The interim guidance required grantees to report limited data elements for the first quarter of 2021, as well as monthly for April to August. A grantee's failure to submit required reports to Treasury on a timely basis may constitute a violation of the ERA award terms.

Treasury has provided grantees with additional guidance regarding quarterly reporting requirements. Grantees are required to submit reports in accordance with the additional guidance beginning with the first quarter of 2021 for ERA1 and the second quarter of 2021 for ERA2, with the first reports under the additional guidance being due in October 2021.

ERA1 grantees will be required to submit monthly reports from September to December 2021, which will be consistent with monthly reports that were previously required for April to August.

Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements.⁶ Grantees under ERA1 must comply with the requirement in section 501(g)(4) of Division N of the Consolidated Appropriations Act, 2021, to establish data privacy and security requirements for information they collect; grantees under ERA2 are also encouraged to comply with those requirements.⁷

The assistance listing number assigned to the ERA is 21.023.

15. The statute establishing ERA1 requires that payments not be duplicative of any other federally funded rental assistance provided to an eligible household. Are tenants of federally subsidized housing, e.g., Low Income Housing Credit, Public Housing, or Indian Housing Block Grant-assisted properties, eligible for the ERA?

An eligible household that occupies a federally subsidized residential or mixed-use property or receives federal rental assistance may receive assistance in the ERA, provided that ERA1 funds are not applied to costs that have been or will be reimbursed under any other federal assistance. Grantees are required to comply with Title VI of the Civil Rights Act (which prohibits discrimination on the ground of race, color, or national origin in programs or activities receiving federal financial assistance) and should evaluate whether their policies and practices regarding assistance to households that occupy federally subsidized residential or mixed-use properties or receive federal rental assistance comply with Title VI. In addition, grantees are required to comply

⁶ Note that this FAQ is not intended to address all reporting requirements that will apply to the ERA but rather to note for grantees information that they should anticipate needing to collect from households with respect to the provision of rental assistance.

⁷ Specifically, the statute establishing ERA1 requires grantees to establish data privacy and security requirements for certain information regarding applicants that (i) include appropriate measures to ensure that the privacy of the individuals and households is protected; (ii) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports to Treasury; and (iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

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with the Fair Housing Act. With respect to ERA2, grantees must not refuse to provide assistance to households on the basis that they occupy such properties or receive such assistance, due to the disproportionate effect such a refusal could have on populations intended to receive assistance under the ERA and the potential for such a practice to violate applicable law, including Title VI and the Fair Housing Act.

If an eligible household participates in a HUD-assisted rental program or lives in certain federally assisted properties (e.g., using a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in income, the renter household may receive ERA1 assistance for the tenant-owed portion of rent or utilities that is not subsidized. Grantees are encouraged to confirm that the participant has already reported any income loss or financial hardship to the Public Housing Authority or property manager and completed an interim re-examination before assistance is provided.

Treasury encourages grantees to enter into partnerships with owners of federally subsidized housing to implement methods of meeting the statutory requirement to prioritize assistance to households with income that does not exceed 50 percent of the area median income for the household, or where one or more individuals within the household are unemployed as of the date of the application for assistance and have not been employed for the 90-day period preceding such date.

Pursuant to section 501(k)(3)(B) of Division N of the Consolidated Appropriations Act, 2021, and 2 CFR 200.403, when providing ERA1 assistance, the grantee must review the household's income and sources of assistance to confirm that the ERA1 assistance does not duplicate any other assistance, including federal, state, or local assistance provided for the same costs.

Grantees may rely on an attestation from the applicant regarding non-duplication with other government assistance in providing assistance to a household. Grantees with overlapping or contiguous jurisdictions are particularly encouraged to coordinate and participate in joint administrative solutions to meet this requirement. The requirement described in this paragraph does not apply to ERA2; however, to maximize program efficacy, Treasury encourages grantees to minimize the provision of duplicative assistance.

16. In ERA1, may a Tribe or Tribally Designated Housing Entity (TDHE) provide assistance to Tribal members living outside Tribal lands?

Yes. Tribal members living outside Tribal lands may receive ERA1 funds from their Tribe or TDHE, provided they are not already receiving ERA assistance from another Tribe or TDHE, state, or local government.

17. In ERA1, may a Tribe or TDHE provide assistance to non-Tribal members living on Tribal lands?

Yes. A Tribe or TDHE may provide ERA1 funds to non-Tribal members living on Tribal lands, provided these individuals are not already receiving ERA assistance from another Tribe or TDHE, state, or local government.

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18. May a grantee provide assistance to households for which the grantee is the landlord?

Yes. A grantee may provide assistance to households for which the grantee is the landlord, provided that the grantee complies with the all provisions of the statute establishing ERA1 or ERA2, as applicable, the award terms, and applicable ERA guidance issued by Treasury, and that no preferences (beyond the prioritization described in FAQ 22) are given to households that reside in the grantee's own properties.

19. May a grantee provide assistance to a renter household with respect to utility or energy costs without also covering rent?

Yes. A grantee is not required to provide assistance with respect to rent in order to provide assistance with respect to utility or energy costs. For ERA1, the limitations in section 501(c)(2)(B) of Division N of the Consolidated Appropriations Act, 2021, limiting assistance for prospective rent payments do not apply to the provision of utilities or home energy costs.

20. May a grantee provide ERA assistance to homeowners to cover their mortgage, utility, or energy costs?

No. ERA assistance may be provided only to eligible households, which is defined by statute to include only households that are obligated to pay rent on a residential dwelling. However, homeowners may be eligible for assistance under programs using funds under the Homeowner Assistance Fund, which was established by Treasury under the American Rescue Plan Act of 2021.

21. May grantees administer ERA programs by using contractors, subrecipients, or intergovernmental cooperation agreements?

Yes. Grantees may use ERA payments to make subawards to other entities, including non-profit organizations and local governments, to administer ERA programs on behalf of the grantees.

The subrecipient monitoring and management requirements set forth in 2 CFR 200.331–333 will apply to such entities. Grantees may also enter into contracts using ERA payments for goods or services to implement ERA programs. Grantees must comply with the procurement standards set forth in 2 CFR 200.317–327 in entering into such contracts. Grantees are encouraged to achieve administrative efficiency and fiduciary responsibility by collaborating with other grantees in joint administrative solutions to deploying ERA resources.

22. ERA requires a prioritization of assistance for households with incomes less than 50 percent of area median income or households with one or more individuals that have not been employed for the 90-day period preceding the date of application. How should grantees prioritize assistance?

Grantees should establish a preference system for assistance that prioritizes assistance to households with incomes less than 50 percent area median income⁸ and to households with one or more members that have been unemployed for at least 90 days. Grantees should document the

⁸ For the definition of area median income, see FAQ 4 above.

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preference system they plan to use and should inform all applicants about available preferences.

Treasury will require grantees to report to Treasury on the methods they have established to implement this prioritization of assistance and to publicly post a description of their prioritization methods, including on their program web page if one exists, by July 15, 2021.

23. ERA1 and ERA2 both allow for up to 10 percent of the funds received by a grantee to be used for certain housing stability services. What are some examples of these services?

ERA1 and ERA2 have different requirements for housing stability services.

Under ERA1, these funds may be used to provide eligible households with case management and other services related to the COVID-19 outbreak, as defined by the Secretary, intended to help keep households stably housed.

Under ERA2, these services do not have to be related to the COVID-19 outbreak.

For purposes of ERA1 and ERA2, housing stability services include those that enable eligible households to maintain or obtain housing. Such services may include, among other things, eviction prevention and eviction diversion programs; mediation between landlords and tenants; housing counseling; fair housing counseling; housing navigators or *promotoras* that help households access ERA programs or find housing; case management related to housing stability; housing-related services for survivors of domestic abuse or human trafficking; legal services or attorney's fees related to eviction proceedings and maintaining housing stability; and specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing. Grantees using ERA funds for housing stability services must maintain records regarding such services and the amount of funds provided to them.

24. Are grantees required to remit interest earned on ERA payments made by Treasury?

No. ERA payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 to remit interest to Treasury. ERA payments made by Treasury to local governments, Tribes, and TDHIEs are not subject to the requirement of 2 CFR 200.305(b)(8)-(9) to maintain balances in an interest-bearing account and remit payments to Treasury.

25. When may Treasury recoup ERA funds from a grantee?

Treasury may recoup ERA funds from a grantee if the grantee does not comply with the applicable limitations on the use of those funds.

26. May rental assistance be provided to temporarily displaced households living in hotels or motels?

Yes. The cost of a hotel or motel room occupied by an eligible household may be covered using ERA assistance within the category of certain "other expenses related to housing" (as described in

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FAQ 7) provided that:

- i. the household has been temporarily or permanently displaced from its primary residence or does not have a permanent residence elsewhere;
- ii. the total months of assistance provided to the household do not exceed the applicable time limit described in FAQ 10; and
- iii. documentation of the hotel or motel stay is provided and the other applicable requirements provided in the statute and these FAQs are met.

The cost of the hotel or motel stay would not include expenses incidental to the charge for the room.

Grantees covering the cost of such stays must develop policies and procedures detailing under what circumstances they would provide assistance to cover such stays. In doing so, grantees should consider the cost effectiveness of offering assistance for this purpose as compared to other uses. If a household is eligible for an existing program with narrower eligibility criteria that can provide similar assistance for hotel or motel stays, such as the HUD Emergency Solutions Grant program or FEMA Public Assistance, grantees should utilize such programs prior to providing similar assistance under the ERA program.

27. May a renter subject to a “rent-to-own” agreement with a landlord be eligible for ERA assistance?

A grantee may provide financial assistance to households that are renting their residence under a “rent-to-own” agreement, under which the renter has the option (or obligation) to purchase the property at the end of the lease term, provided that a member of his or her household:

- i. is not a signor or co-signor to the mortgage on the property;
- ii. does not hold the deed or title to the property; and
- iii. has not exercised the option to purchase.

Homeowners may be eligible for assistance under programs using funds under the Homeowner Assistance Fund, which was established by Treasury under the American Rescue Plan Act of 2021.

28. Under what circumstances may households living in manufactured housing (mobile homes) receive assistance?

Rental payments for either the manufactured home or the parcel of land the manufactured home occupies are eligible for financial assistance under ERA programs. Households renting manufactured housing or the parcel of land the manufactured home occupies may also receive assistance for utilities and other expenses related to housing, as detailed in FAQ 7 above. This principle also applies to mooring fees for water-based dwellings (houseboats).

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29. What are the applicable limitations on administrative expenses?

Under ERA1, not more than 10 percent of the amount paid to a grantee may be used for administrative costs attributable to providing financial assistance and housing stability services to eligible households. Under ERA2, not more than 15 percent of the amount paid to a grantee may be used for administrative costs attributable to providing financial assistance, housing stability services, and other affordable rental housing and eviction prevention activities.

The revised award term for ERA1 issued by Treasury permits recipients to use funds provided to cover both direct and indirect costs. A grantee may permit a subrecipient to incur more than 10 or 15 percent, as applicable, of the amount of the subaward issued to that subrecipient as long as the total of all administrative costs incurred by the grantee and all subrecipients, whether as direct or indirect costs, does not exceed 10 or 15 percent, as applicable, of the total amount of the award provided to the grantee from Treasury.)

Further, the revised award term for ERA1 no longer requires grantees to deduct administrative costs charged to the award from the amount available for housing stability services. Rather, any direct and indirect administrative costs in ERA1 or ERA2 must be allocated by the grantee to either the provision of financial assistance or the provision of housing stability services. As required by the applicable statutes, not more than 10 percent of funds received by a grantee may be used to provide eligible households with housing stability services (discussed in FAQ 23). To the extent administrative costs are not readily allocable to one or the other of these categories, the grantee may assume an allocation of the relevant costs of 90 percent to financial assistance and 10 percent to housing stability services.

Grantees may apply their negotiated indirect cost rate to the award, but only to the extent that the total of the amount charged pursuant to that rate and the amount of direct costs charged to the award does not exceed 10 percent of the amount of the award.

30. Should grantees provide tenants the option to apply directly for ERA assistance, rather than only accepting applications for assistance from landlords and owners of dwellings?

For ERA1, Treasury strongly encourages grantees to provide an option for tenants to apply directly for funding, rather than only accepting applications for assistance from landlords and owners of dwellings. For ERA2, grantees are required to allow tenants to apply directly for assistance, even if the landlord or owner chooses not to participate, consistent with the statutory requirement for the funds to be used to provide financial assistance to eligible households.

See FAQ 12 for additional information on grantees providing assistance to landlords and tenants.

31. How should grantees ensure that recipients use ERA funds only for permissible purposes?

Grantees should require recipients of funds under ERA programs, including tenants and landlords, to commit in writing to use ERA assistance only for the intended purpose before issuing a payment. Grantees are not required to obtain documentation evidencing the use of ERA program

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funds by tenants and landlords. Grantees are expected to apply reasonable fraud- prevention procedures and to investigate and address potential instances of fraud or the misuse of funds that they become aware of.

There may be instances when a landlord refuses to accept a payment from a tenant who has received assistance directly from a grantee for the purpose of paying the landlord. In these cases, the grantee may allow the tenant to use the assistance for other eligible costs in accordance with the terms of the grantee's ERA programs.

32. Can grantees prohibit landlords from pursuing eviction for nonpayment of rent for some period after receiving ERA assistance?

With respect to landlords that receive funds under an ERA program for prospective rent or for rental arrearages, the grantee must prohibit the landlord from evicting the tenant for nonpayment of rent with respect to the period covered by the assistance.

In addition, with respect to landlords that receive funds for rental arrears, to promote the purpose of the program the grantee is encouraged to prohibit the landlord from evicting the tenant for nonpayment of rent for some period of time, consistent with applicable law.

In all cases, Treasury strongly encourages grantees to require landlords that receive funds under the ERA, as a condition of receiving the funds, not to evict tenants for nonpayment of rent for 30 to 90 days longer than the period covered by the rental assistance.

33. How can grantees work with other grantees to make their ERA programs consistent?

Treasury encourages grantees with overlapping or contiguous jurisdictions to collaborate to develop consistent or complementary terms of their ERA programs and to coordinate in their communications with the public, to minimize potential confusion among tenants and landlords regarding assistance. Treasury also encourages grantees to reduce burdens for entities seeking assistance from multiple grantees across different jurisdictions, including utility providers and landlords with properties in multiple jurisdictions.

34. Should a grantee require that a landlord initiate an eviction proceeding in order to apply for assistance under an ERA program?

No.

35. How can ERA assistance be used to support an eligible household moving to a new home?

ERA funds may be used to provide assistance to eligible households to cover prospective relocation assistance, rent, and utility or home energy costs, including after an eviction. Treasury encourages grantees to provide prospective support to help ensure housing stability. See FAQ 7 (regarding qualifying relocation expenses) and FAQ 10 (regarding time limits on assistance).

Before moving into a new residence, a tenant may not yet have a rental obligation, as required by

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the statutes establishing ERA.1 and ERA.2. In those cases, Treasury encourages grantees to provide otherwise eligible households with an official document specifying the amount of financial assistance under ERA programs that the grantee will pay a landlord on behalf of the household (such as for a security deposit or rent) if the landlord and the household enter into a qualifying lease of at least six months. Such documentation may expire after a certain period, such as 60 to 120 days after the issuance date. Treasury encourages grantees to work with providers of housing stability services to help these households identify housing that meets their needs. For purposes of reporting to Treasury, grantees may consider these commitments to be an obligation of funding until their expiration.

36. What steps can ERA grantees take to prevent evictions for nonpayment of rent?

Treasury strongly encourages grantees to develop partnerships with courts in their jurisdiction that adjudicate evictions for nonpayment of rent to help prevent evictions and develop eviction diversion programs. For example, grantees should consider: (1) providing information to judges, magistrates, court clerks, and other relevant court officials about the availability of assistance under ERA programs and housing stability services; (2) working with eviction courts to provide information about assistance under ERA programs to tenants and landlords as early in the adjudication process as possible; and (3) engaging providers of legal services and other housing stability services to assist households against which an eviction action for nonpayment of rent has been filed.

37. How can grantees promote access to assistance for all eligible households?

Grantees should address barriers that potentially eligible households may experience in accessing ERA programs, including by providing program documents in multiple languages, by enabling persons with disabilities to access the programs, and by conducting targeted outreach to populations with disproportionately high levels of unemployment or housing instability or that are low income.

Grantees should also provide, either directly or through partner organizations, culturally and linguistically relevant outreach and housing stability services to ensure access to assistance for all eligible households.

38. May grantees obtain information in bulk from utility providers and landlords with multiple units regarding the eligibility of multiple tenants, or bundle assistance payments for the benefit of multiple tenants in a single payment to a utility provider or landlord?

Data-sharing agreements between grantees and utility providers or landlords with multiple units may reduce administrative burdens and enhance program integrity by providing information to validate tenant-provided information. Therefore, grantees may establish prudent information-sharing arrangements with utility providers and landlords for determining household eligibility. Grantees may also establish reasonable procedures for combining the assistance provided for multiple households into a single “bulk” payment made to a utility or landlord. Grantees should ensure that any such arrangements (1) comply with applicable privacy requirements; (2) include appropriate safeguards to ensure payments are made only for eligible households; and (3) are documented in records satisfying the grantee’s reporting requirements, including, for example, the amount of assistance paid for each household.”

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In addition, to speed the delivery of assistance, grantees may adopt policies and procedures enabling landlords and utility providers to receive assistance based on reasonable estimates of arrears owed by multiple households, before their application and documentation requirements are satisfied. Specifically, a grantee may provide for payments based on such estimates if (1) the landlord or utility provider certifies that its estimate is reasonable based on information available to it at the time, (2) the grantee requires the landlord or utility provider to receive all required documentation within six months, and (3) the landlord or utility provider agrees in writing to return to the grantee any assistance the landlord or utility provider receives that the household was ineligible for or for which the required documentation is not received within six months. Grantees are encouraged to limit such payments to a portion of the landlord's or utility provider's estimate (for example, 50 or 75 percent of the estimated amount) to limit the risk of providing funds that are used for an ineligible purpose and subsequently must be returned. If an estimated payment is subsequently found to have been used for an ineligible household or an ineligible expense, or if the required documentation is not timely submitted, the payment will be considered an ineligible use of ERA funds by the grantee.

39. If ERA program funds are used for a security deposit for a lease, to whom should the landlord return the security deposit at the end of the lease?

Grantees should establish a policy with regard to the payment and disposition of security deposits, which should include a reasonable limit on the amount of a security deposit to be paid using ERA program funds. The amount of a security deposit should not exceed one month's rent, except in cases where a higher amount is reasonable and customary in the local housing market. The treatment of security deposits is generally subject to applicable law and the rental agreement. In order to mitigate risks associated with the use of ERA program funds for security deposits, grantees should establish a minimum rental period, not less than four months, before a tenant is entitled to receive a returned security deposit that was paid for with ERA funds. To the extent that the security deposit is not returned to the tenant, it should be returned to the grantee.

40. May ERA assistance be used for rental or utility arrears after the tenant no longer resides in the unit?

In order to remove barriers a household may face in accessing new housing, a grantee may, at the tenant's request, provide assistance for rental or utility arrears after an otherwise eligible tenant has vacated a unit. In addition to not engaging in further collection efforts regarding the arrears that are paid or related fees or expenses, as a condition to receiving payment, Treasury strongly encourages grantees to require the landlord or utility provider to agree not to pursue any further collection efforts against the household and ensure that any reports to credit agencies will confirm the matter's resolution. In addition, grantees may consider requiring the landlord or utility provider to notify the tenant that payment has been received and that there will be no further collection efforts.

41. May a grantee provide additional payments to landlords that enter into leases with eligible households experiencing circumstances that make it more difficult to secure rental housing?

Grantees may use ERA funds to pay for an additional rental payment required by a landlord as a

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condition to entering into a lease with a "hard-to-house" household that would not qualify under the landlord's previously established, non-discriminatory, and lawful screening or occupancy policies. "Hard-to-house" applicants are those who, during the preceding 12 months, suffered an eviction; aged out of foster care or similar arrangements; were convicted of a criminal offense or released from incarceration; or experienced homelessness. The additional payment must be documented in the written lease agreement as additional rent and may not, in the aggregate, exceed one month's rent (excluding the additional payment). Grantees should establish reasonable safeguards to ensure these additional rental payments do not incentivize landlords to adopt more stringent leasing policies and are otherwise compliant with any rent or security deposit restrictions imposed by state or local law.

42. May a grantee provide ERA funds to another entity for the purpose of making payments more rapidly?

To speed the delivery of assistance, grantees may enter into a written agreement with a nonprofit organization to establish a payment fund for the sole purpose of delivering assistance using ERA funds while a household's application remains in process. A grantee may use such a process if:

- The process is reserved for situations in which an expedited payment could reasonably be viewed as necessary to prevent an eviction or loss of utility services that precludes employing the grantee's standard application and payment procedures on a timely basis.
- The nonprofit organization has the requisite financial capacity to manage the ERA funds, such as being a certified community development financial institution.
- The nonprofit organization deposits and maintains the ERA funds in a separate account that is not commingled with other funds.
- The grantee receives all required application and eligibility documentation within six months.
- The nonprofit organization agrees in writing to return to the grantee any assistance that the household was ineligible for or for which the required documentation is not received within six months.
- Any funds not used by the nonprofit organization are ultimately returned to the grantee.

If a payment made by the nonprofit organization is subsequently found to have been used for an ineligible household or an ineligible expense, or if the required application and eligibility documentation are not timely submitted, the payment will be considered an ineligible use of ERA funds by the grantee. Any administrative expenses attributable to a payment fund should be considered in accordance with FAQ 29.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	111.00	495453	111.00**
ROAD & BRIDGE PCT.#1			
ENTERGY	106.57	495327	
M&D SUPPLY	109.59	495336	
MUNRO'S	30.60	495340	
SANDIFER'S LP GAS CO.	573.50	495352	
HLAVINKA EQUIPMENT COMPANY	27.36	495407	
REPUBLIC SERVICES	38.00	495452	885.62**
ROAD & BRIDGE PCT.#2			
MUNRO'S	20.00	495340	
S.E. TEXAS BUILDING SERVICE	346.66	495359	
BUMPER TO BUMPER	213.92	495401	
CENTERPOINT ENERGY RESOURCES CORP	49.20	495402	
NEW WAVE WELDING TECHNOLOGY	7.50	495410	
PRO CHEM INC	188.01	495428	
ASCO	584.33	495433	
REPUBLIC SERVICES	76.25	495452	
GULF COAST	3,773.18	495482	5,259.05**
ROAD & BRIDGE PCT. # 3			
ACTION OIL SERVICE, INC.	50.00	495294	
SPIDLE & SPIDLE	8,428.87	495296	
DYNAMIC POWER SYSTEM, INC.	870.53	495312	
FARM & HOME SUPPLY	279.96	495318	
ENTERGY	29.94	495327	
MUNRO'S	15.15	495340	
ALL SERV INDUSTRIAL LLC	667.42	495413	
ASCO	4,432.03	495433	
REPUBLIC SERVICES	38.00	495452	
GULF COAST	4,857.77	495482	
GERALD T PELTIER JR	200.00	495483	19,869.67**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	7,701.88	495296	
COASTAL WELDING SUPPLY	72.00	495307	
W.W. GRAINGER, INC.	610.54	495324	
MUNRO'S	101.13	495340	
PHILPOTT MOTORS, INC.	81.84	495343	
SMART'S TRUCK & TRAILER, INC.	197.32	495357	
AT&T	82.14	495363	
UNITED STATES POSTAL SERVICE	12.32	495383	
LD CONSTRUCTION	179.19	495414	
SHOPPA'S FARM SUPPLY	1,361.02	495447	
COPE'S TRAILERS	29.90	495450	
REPUBLIC SERVICES	133.50	495452	
O'REILLY AUTO PARTS	50.89	495468	
GULF COAST	914.70	495482	11,528.37**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	7.88	495383	
LINDA CATHEY	50.00	495506	57.88**
PARKS & RECREATION			
RITTER @ HOME	63.90	495350	
SPRINT WASTE SERVICES LP	771.65	495441	
HERC RENTALS INC	330.00	495460	1,165.55**
GENERAL FUND			
TAX OFFICE			
ACE IMAGEWEAR	39.42	495355	
UNITED STATES POSTAL SERVICE	549.45	495383	

NAME	AMOUNT	CHECK NO.	TOTAL
ODP BUSINESS SOLUTIONS, LLC	401.98	495508	990.85*
COUNTY HUMAN RESOURCES			
FAST SIGNS, INC.	248.00	495319	2,319.14*
MOORMAN & ASSOCIATES, INC.	925.00	495339	
CDW COMPUTER CENTERS, INC.	256.44	495375	
PRE CHECK, INC.	386.70	495379	
UNITED STATES POSTAL SERVICE	12.61	495383	
SIERRA SPRING WATER CO. - BT	49.39	495385	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	441.00	495457	
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	14.39	495383	
RHONDA BRODE	762.07	495388	
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	290.00	495383	985.72*
FUNCTION4	695.72	495499	
COUNTY JUDGE			
CATHERINE BRUNEY	500.00	495329	4,906.65*
CASH ADVANCE ACCOUNT	1,963.02	495333	
KEVIN PAULA SEKALY PC	500.00	495354	
UNITED STATES POSTAL SERVICE	.53	495383	
HUBERT OXFORD IV	500.00	495409	
JOSHUA C HEINZ	500.00	495429	
INSIGHT PUBLIC SECTOR INC	858.58	495443	
ODP BUSINESS SOLUTIONS, LLC	84.52	495508	
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.46	495383	
ADAN PEREZ JR	51.07	495510	
COUNTY TREASURER			
TAC - TEXAS ASSN. OF COUNTIES	200.00	495367	320.85*
UNITED STATES POSTAL SERVICE	120.85	495383	
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	618.82	495314	842.28*
THE EXAMINER	167.50	495316	
UNITED STATES POSTAL SERVICE	.46	495383	
CINTAS CORPORATION	55.50	495458	
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	40.00	495333	4,257.83*
ADVANCED STAFFING	97.50	495373	
MCGRIFF, SEIBELS & WILLIAMS OF TX	20.00	495396	
LJA ENGINEERING INC	1,665.33	495427	
K2 TOWERS III, LLC	2,435.00	495496	
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	528.94	495375	
TODD L. FREDERICK	437.00	495386	
FORMAX	1,190.00	495455	
STEEPMEADOW SOLUTIONS, LLC	3,177.36	495498	
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	233.42	495383	233.42*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	636.32	495383	3,000.00
US POSTAL SERVICE	3,000.00	495390	

NAME	AMOUNT	CHECK NO.	TOTAL
RUNBECK ELECTION SERVICES, INC	10,452.45	495476	
ODP BUSINESS SOLUTIONS, LLC	48.12	495508	
DISTRICT ATTORNEY			14,040.65*
NELL MCCALLUM & ASSOC., INC.	157.52	495338	
STATE BAR OF TEXAS	6,728.00	495365	
CDW COMPUTER CENTERS, INC.	357.93	495375	
UNITED STATES POSTAL SERVICE	185.50	495383	
THOMSON REUTERS-WEST	3,477.23	495435	
MATT TURNER	21.00	495459	
QUENTIN PRICE	798.40	495463	
WALMART CAPITAL ONE	441.15	495495	
DISTRICT CLERK			12,166.73*
UNITED STATES POSTAL SERVICE	774.80	495383	
CRIMINAL DISTRICT COURT			774.80*
THOMAS J. BURBANK PC	800.00	495305	
EDWARD B. GRIPON, M.D., P.A.	1,785.00	495326	
TEXAS COURT REPORTERS ASSOCIATION	395.00	495369	
UNITED STATES POSTAL SERVICE	1.59	495383	
JASON ROBERT NICKS	1,600.00	495418	
LAW OFFICE OF CHARLES MCINTOSH	900.00	495485	
58TH DISTRICT COURT			5,481.59*
THOMSON REUTERS-WEST	114.00	495435	
136TH DISTRICT COURT			114.00*
UNITED STATES POSTAL SERVICE	1.84	495383	
252ND DISTRICT COURT			1.84*
BRUCE N. SMITH	4,590.00	495358	
UNITED STATES POSTAL SERVICE	1.38	495383	
SUMMER TANNER	1,430.75	495404	
LAW OFFICE OF CHARLES MCINTOSH	900.00	495485	
279TH DISTRICT COURT			6,922.13*
LAIRO DOWDEN, JR.	325.00	495311	
ANITA F. PROVO	440.00	495347	
NATHAN REYNOLDS, JR.	110.00	495349	
GERMER PLLC	121.00	495376	
JOEL WEBB VAZQUEZ	660.00	495400	
MATUSKA LAW FIRM	110.00	495442	
ALICIA K HALL PLLC	220.00	495486	
THE SCHLETT LAW FIRM, PLLC	385.00	495492	
SHELANDER LAW OFFICE	220.00	495494	
317TH DISTRICT COURT			2,591.00*
ALISA RAUMAKER, CSR	130.20	495300	
TRACEY D. BURK	721.35	495306	
A. MARK FAGGARD	1,050.00	495317	
ANITA F. PROVO	400.00	495347	
GLEN M. CROCKER	150.00	495389	
LANGSTON ADAMS	700.00	495395	
JONATHAN L. STOVALL	250.00	495423	
WILLIAM FORD DISHMAN	500.00	495439	
JUSTICE COURT-PCT 1 PL 1			3,901.55*
TEXAS STATE UNIVERSITY SAN MARS	260.00	495362	
UNITED STATES POSTAL SERVICE	11.41	495383	
THOMSON REUTERS-WEST	259.00	495436	
JUSTICE COURT-PCT 1 PL 2			530.41*

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS STATE UNIVERSITY SAN MARS	260.00	495362	
UNITED STATES POSTAL SERVICE	17.98	495383	
THOMSON REUTERS-WEST	129.50	495435	
JUSTICE COURT-PCT 4			407.48*
AT&T	82.14	495364	
JUSTIN CHESSON	39.05	495505	
JUSTICE COURT-PCT 6			121.19*
UNITED STATES POSTAL SERVICE	30.09	495383	
JUSTICE COURT-PCT 7			30.09*
POSTMASTER	4,640.00	495344	
ODP BUSINESS SOLUTIONS, LLC	496.21	495508	
COUNTY COURT AT LAW NO.1			5,136.21*
UNITED STATES POSTAL SERVICE	2.77	495383	
THOMSON REUTERS-WEST	57.00	495435	
ODP BUSINESS SOLUTIONS, LLC	140.78	495508	
COUNTY COURT AT LAW NO. 2			200.55*
TODD W LEBLANC	250.00	495295	
JACK LAWRENCE	250.00	495297	
JOHN E MACEY ATTORNEY AT LAW PLLC	500.00	495337	
MARVA PROVO	300.00	495346	
CHARLES ROJAS	600.00	495377	
JOHN D WEST	250.00	495378	
UNITED STATES POSTAL SERVICE	5.99	495383	
SIERRA SPRING WATER CO. - BT	55.36	495384	
LANGSTON ADAMS	650.00	495395	
LAW OFFICE OF CHARLES MCINTOSH	250.00	495485	
COUNTY COURT AT LAW NO. 3			3,111.35*
TODD W LEBLANC	300.00	495295	
THOMAS J. BURBANK PC	500.00	495305	
A. MARK FAGGARD	500.00	495317	
MARVA PROVO	300.00	495346	
NATHAN REYNOLDS, JR.	900.00	495349	
JOHN D WEST	500.00	495378	
UNITED STATES POSTAL SERVICE	4.61	495383	
LANGSTON ADAMS	400.00	495395	
MATUSKA LAW FIRM	500.00	495442	
JARED GILTHORPE	550.00	495444	
THE SAMUEL FIRM, PLLC	250.00	495477	
MEDIATION CENTER			4,704.61*
UNITED STATES POSTAL SERVICE	4.61	495383	
SHERIFF'S DEPARTMENT			4.61*
DELL MARKETING L.P.	19.60	495310	
FED EX	21.01	495320	
LOUIS' YAZOO SALES & SERVICE, LLC	265.65	495335	
CDW COMPUTER CENTERS, INC.	9,400.15	495375	
VERIZON WIRELESS	3,457.09	495380	
UNITED STATES POSTAL SERVICE	1,900.42	495383	
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	495392	
GALLS LLC	6.80	495449	
REPUBLIC SERVICES	38.00	495452	
TND WORKWEAR CO LLC	725.70	495462	
FASTSIGNS LAKE CHARLES	62.00	495503	
CRIME LABORATORY			15,931.37*
AGILENT TECHNOLOGIES	311.58	495299	
FISHER SCIENTIFIC	417.24	495321	

NAME	AMOUNT	CHECK NO.	TOTAL
ALDINGER COMPANY	685.00	495432	
AIRGAS USA, LLC	231.67	495470	
JAIL - NO. 2			1,645.49*
COASTAL WELDING SUPPLY	96.00	495307	
AT&T	1,390.38	495363	
CDW COMPUTER CENTERS, INC.	135.68	495375	
TEXAS GAS SERVICE	718.39	495397	
WORLD FUEL SERVICES	1,534.15	495417	
NAASCO NORTHEAST CORP	2,004.00	495451	
REPUBLIC SERVICES	6,335.84	495452	
JUVENILE PROBATION DEPT.			12,214.44*
EDWARD B. GRIPON, M.D., P.A.	900.00	495326	
UNITED STATES POSTAL SERVICE	12.78	495383	
JUVENILE DETENTION HOME			912.78*
S.E. TEXAS BUILDING SERVICE	2,600.00	495359	
SOUTHWEST BUILDING SYSTEMS	411.59	495361	
BEN E KEITH FOODS	3,269.85	495399	
CENTERPOINT ENERGY RESOURCES CORP	192.69	495402	
AI FILTER SERVICE COMPANY	183.79	495425	
REPUBLIC SERVICES	476.00	495452	
CONSTABLE PCT 1			7,133.92*
TEXAS STATE UNIVERSITY SAN MARS	260.00	495362	
UNITED STATES POSTAL SERVICE	16.93	495383	
CONSTABLE-PCT 2			276.93*
TAC - TEXAS ASSN. OF COUNTIES	230.00	495366	
BEARCOM / KAY ELECTRONICS	167.13	495480	
CONSTABLE-PCT 4			397.13*
AT&T	41.07	495363	
CONSTABLE-PCT 6			41.07*
GT DISTRIBUTORS, INC.	222.06	495323	
UNITED STATES POSTAL SERVICE	3.69	495383	
THOMSON REUTERS-WEST	129.50	495435	
CONSTABLE PCT. 7			355.25*
POSTMASTER	382.00	495345	
JIM'S FIREARMS & SHOOTERS SUPPLIES	442.49	495479	
COUNTY MORGUE			824.49*
FORENSIC MEDICAL	112,260.00	495473	
AGRICULTURE EXTENSION SVC			112,260.00*
DAVID OATES	166.14	495456	
TYLER FITZGERALD	85.00	495472	
CORENA N FITZGERALD	35.00	495478	
WALMART CAPITAL ONE	200.70	495495	
HEALTH AND WELFARE NO. 1			486.84*
UNITED STATES POSTAL SERVICE	43.11	495383	
RACHEL DRAGULSKI	90.68	495394	
THOMSON REUTERS-WEST	152.60	495437	
HEALTH AND WELFARE NO. 2			286.39*
BROUSSARD'S MORTUARY	1,500.00	495304	
GRAMMIER-OBERLE FUNERAL HOME	1,500.00	495325	

NAME	AMOUNT	CHECK NO.	TOTAL
HANNAH FUNERAL HOME, INC.	1,500.00	495328	
CLAYBAR HAVEN OF REST	1,040.00	495381	
THOMSON REUTERS-WEST	152.60	495437	5,692.60*
INDIGENT MEDICAL SERVICES			
TDS OPERATING INC	253.00	495466	253.00*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	495380	150.00*
MAINTENANCE-BEAUMONT			
JOHNSTONE SUPPLY	503.49	495298	
THE LABICHE ARCHITECTURAL GROUP	375.00	495301	
COBURN SUPPLY COMPANY INC	173.61	495308	
M&D SUPPLY	134.99	495336	
ACE IMAGEWEAR	208.40	495355	
AT&T	71.00	495363	
LOWE'S HOME CENTERS, INC.	121.12	495393	
ATTABOY TERMITE & PEST CONTROL	176.80	495415	
A1 FILTER SERVICE COMPANY	732.70	495425	
REPUBLIC SERVICES	1,428.00	495452	
CINTAS CORPORATION	79.46	495458	
REXEL USA INC	2,519.18	495465	
AT&T CORP	5,394.17	495490	11,917.92*
MAINTENANCE-PORT ARTHUR			
BETA TECHNOLOGY	226.02	495303	
JOHNSON CONTROLS, INC.	455.00	495334	
NOACK LOCKSMITH	15.00	495341	
SHERWIN-WILLIAMS	159.00	495356	
S.E. TEXAS BUILDING SERVICE	8,774.98	495359	
ACT PIPE AND SUPPLY	5,998.29	495412	
PARKER LUMBER	306.14	495421	15,934.43*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	37.22	495355	
S.E. TEXAS BUILDING SERVICE	4,341.67	495359	
BUBBA'S AIR CONDITIONING	108.75	495371	
CENTERPOINT ENERGY RESOURCES CORP	86.54	495402	
A1 FILTER SERVICE COMPANY	99.50	495425	
REPUBLIC SERVICES	76.25	495452	4,749.93*
SERVICE CENTER			
SPIDLE & SPIDLE	42,679.83	495296	
J.K. CHEVROLET CO.	25.64	495330	
PHILPOTT MOTORS, INC.	296.17	495343	
FASTENAL	42.00	495374	
BUMPER TO BUMPER	174.05	495401	
MIGHTY OF SOUTHEAST TEXAS	313.37	495424	
REPUBLIC SERVICES	76.25	495452	
			43,607.31*
			316,330.11**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	765.43	495331	
MUNRO'S	75.19	495340	
CENTERPOINT ENERGY RESOURCES CORP	39.15	495402	
REPUBLIC SERVICES	76.25	495452	
CY-FAIR TIRE	30.95	495481	986.97**
FEMA EMERGENCY			
P SQUARED EMULSION PLANTS, LLC	31,325.05	495474	31,325.05**
LATERAL ROADS -PRECINCT 1			
RB EVERETT & COMPANY, INC.	14,725.00	495315	14,725.00**
LATERAL ROADS- PRECINCT 4			

NAME	AMOUNT	CHECK NO.	TOTAL
LD CONSTRUCTION	134.54	495414	134.54**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,131.50	495484	1,131.50**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	2,160.02	495435	2,160.02**
EMPG GRANT			
SOUTHEAST TEXAS WATER	36.45	495360	
VERIZON WIRELESS	273.72	495380	310.17**
JUVENILE PROB & DET. FUND			
JEFFERSON CTY. DISTRICT CLERK	300.00	495332	300.00**
GRANT A STATE AID			
OFFICE DEPOT	13.95	495342	
HAYS COUNTY	5,910.00	495372	5,923.95**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	188.48	495333	
TEXAS CORRECTIONS ASSOCIATION	275.00	495368	
UNITED STATES POSTAL SERVICE	105.11	495383	
JCCSC	280.00	495422	
TDCJ CJAD CONFERENCE FUND	200.00	495475	
ELITE TRAINING SOLUTIONS	25.00	495502	1,073.59**
MENTALLY IMPAIRED OFFEND.			
TDCJ CJAD CONFERENCE FUND	200.00	495475	200.00**
DWI PRETRIAL DIVERSION			
M&D SUPPLY	800.08	495336	
L&W SUPPLY CORPORATION	382.08	495467	1,182.16**
DRUG DIVERSION PROGRAM			
CASH ADVANCE ACCOUNT	188.48	495333	
ALCENIA GILMORE	100.00	495398	288.48**
SHERIFF'S TRAINING GRANT			
ENTERPRISE RENT A CAR COMPANY	654.00	495445	654.00**
COUNTY CLERK - RECORD MGT			
MANATRON	12,406.25	495408	
EASTMAN PARK MICROGRAPHICS INC	2,896.68	495426	15,302.93**
DARE CONTRIBUTIONS FUND			
WOLFE'S TROPHY SHOP	24.00	495448	24.00**
HURRICANE LEPC GRANTS			
JOEL ARDOIN	102.10	495504	
JEFFERSON COUNTY ESD NO. 4	80.06	495507	182.16**
HOTEL OCCUPANCY TAX FUND			
AL COOK NURSERY	49.98	495309	
M&D SUPPLY	80.24	495336	
MUNRO'S	165.40	495340	
TRIANGLE BLUE PRINT CO., INC.	144.16	495370	
UNITED STATES POSTAL SERVICE	9.98	495383	
DISH NETWORK	130.70	495406	

NAME	AMOUNT	CHECK NO.	TOTAL
TOP DOG SOFTBALL CLUB	850.00	495411	
MATERA PAPER COMPANY INC	83.20	495434	
REPUBLIC SERVICES	76.25	495452	
GRINNELL COMPUTERS	337.50	495461	
AT&T CORP	265.00	495490	
CHAPMAN VENDING	102.12	495493	
GEORGE WEST	16.38	495500	
AIRPORT FUND			2,310.91**
SPIDLE & SPIDLE	2,738.24	495296	
BEAUMONT TRACTOR COMPANY	423.34	495302	
EASTEX RUBBER & GASKET	10.00	495313	
LOUIS' YAZOO SALES & SERVICE, LLC	449.65	495335	
MUNRO'S	98.98	495340	
OFFICE DEPOT	84.17	495342	
RED RIVER SPECIALITIES	10,576.60	495348	
RALPH'S INDUSTRIAL ELECTRONICS	19.00	495351	
SANITARY SUPPLY, INC.	223.08	495353	
S.E. TEXAS BUILDING SERVICE	4,246.66	495359	
TRIANGLE BLUE PRINT CO., INC.	20.00	495370	
UNITED STATES POSTAL SERVICE	.53	495383	
WESTEND HARDWARE CO	22.16	495391	
LOWE'S HOME CENTERS, INC.	171.55	495393	
CENTERPOINT ENERGY RESOURCES CORP	134.98	495402	
DISH NETWORK	106.70	495405	
ATTABOY TERMITE & PEST CONTROL	100.00	495415	
RURAL ELECTRIC INC	17,692.66	495416	
CRAWFORD ELECTRIC SUPPLY COMPANY	74.72	495430	
ADVANCE AUTO PARTS	11.04	495431	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	38.41	495440	
PETROLEUM MATERIALS LLC	182.89	495446	
GALLS LLC	320.54	495449	
REPUBLIC SERVICES	231.69	495452	
ALLSTATES COATINGS COMPANY	2,390.00	495454	
M&R FLEET SERVICES, INC.	61.12	495469	
TITAN AVIATION FUELS	231,838.42	495471	
CY-FAIR TIRE	241.38	495481	
PREFERRED FACILITIES GROUP-USA, LLC	3,038.61	495491	
CHAPMAN VENDING	162.70	495493	
CHARTER COMMUNICATIONS	115.59	495501	
AIRPORT IMPROVE. GRANTS			275,825.41**
FITZ & SHIPMAN, INC.	19,450.00	495322	
GARVER LLC	15,464.00	495420	
KSA ENGINEERS INC	21,438.11	495487	
APPLIED PAVEMENT TECHNOLOGY, INC.	6,450.64	495497	
SE TX EMP. BENEFIT POOL			62,802.75**
EXPRESS SCRIPTS INC	99,981.60	495464	
BAY BRIDGE ADMINISTRATORS LLC	169,100.46	495489	
SETEC FUND			269,082.06**
REPUBLIC SERVICES	2,950.00	495452	
WORKER'S COMPENSATION FD			2,950.00**
TRISTAR RISK MANAGEMENT	6,304.79	495403	
SHERIFF'S FORFEITURE FUND			6,304.79**
SHI GOVERNMENT SOLUTIONS, INC.	290.60	495387	
ARPA CORONAVIRUS RECOVERY			290.60**
TIDAL BASIN GOVERNMENT CONSULTING	5,457.50	495488	
EMERGENCY RENTAL ASSIST			5,457.50**
LEGACY COMMUNITY DEVELOPMENT CORP	1,500,000.00	495509	
J C ASSISTANCE DISTRICT 4			1,500,000.00**

NAME	AMOUNT	CHECK NO.	TOTAL
FAUST ENGINEERING & SURVEYING INC	500.00	495438	500.00**
GLO DISASTER RECOVERY			
LJA ENGINEERING INC	17,470.10	495427	17,470.10**
GUARDIANSHIP FEE			
HARVEY L WARREN III	200.00	495419	200.00**
MARINE DIVISION			
W.W. GRAINGER, INC.	364.27	495324	
RALPH'S INDUSTRIAL ELECTRONICS	13.32	495351	
GALLS LLC	52.99	495449	
			430.58**
			2,574,736.47***



Resolution

STATE OF TEXAS

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COMMISSIONER'S COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioner's Court of Jefferson County, Texas, held on the 24 day of May, 2022, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following resolution was adopted:

WHEREAS, BEATRICE JONES has devoted 35 years and 7 months of her life to serving the people of Jefferson County with pride and professionalism; and

WHEREAS, BEATRICE JONES began her career driving the County Bookmobile for Jefferson County Library when she was hired by **Judge Richard LeBlanc, County Judge**, on October 01, 1986, as a Deputy County Clerk; then promoted as Associate Court Administrator as the Mental Health Clerk, and she continued to work under **Judge Robert Stroder, Judge Carl Griffith, Judge Ron Walker** and currently with **Judge Jeff R. Branick**; and

WHEREAS, BEATRICE JONES, known for her high standards of professionalism and personal integrity, won the respect of her fellow officials, constituents, and other county employees; and

WHEREAS, BEATRICE JONES, a devoted wife, mother and aunt, will be enjoying her family, friends, and travel in her retirement; and

WHEREAS, having made a significant contribution to the Jefferson County Judges' Office, **BEATRICE JONES** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County and will be missed by her staff members and friends; and

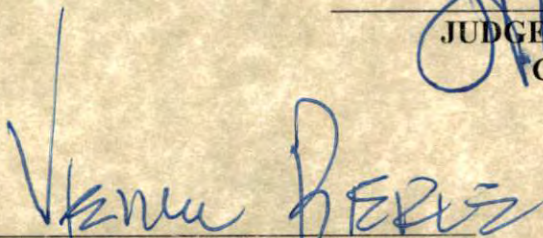
NOW THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas, does hereby honor and commend **BEATRICE JONES** for her dedicated service to Jefferson County and wishes her well in her retirement.

SIGNED this 24th of May, 2022.






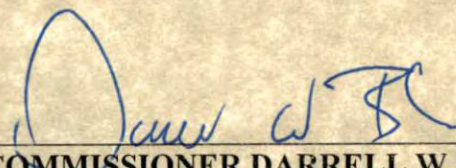
JUDGE JEFF R. BRANICK
County Judge



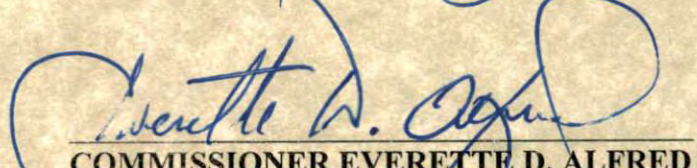
COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER DARRELL W. BUSH
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****May 24, 2022**

Receive and file executed Amended Tax Abatement Agreement between Jefferson County and Suez WTS USA, Inc. for property located in the Suez WTS USA, Inc.-Project Clear Reinvestment Zone pursuant to Texas Tax Code, Sec. 312.401 et seq.

**AGENDA ITEM****December 1, 2020**

Consider, possibly approve and authorize the County Judge to execute an Amended Tax Abatement between Jefferson County and Suez WTS USA, Inc for Property Located in the Suez WTS USA, INC.-Project Clear Reinvestment Zone pursuant to Sec. 312.401, Texas Property Tax Code.

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY
AND SUEZ WTS USA, Inc. FOR PROPERTY LOCATED
IN THE SUEZ WTS USA, INC.-PROJECT CLEAR REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and Suez WTS USA, Inc. ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on August 4, 2020 (attached hereto as Exhibit "A") with respect to the abatement of certain *ad valorem* property taxes on a new plant facility (the "Project") to be constructed by OWNER, in the **Suez WTS USA, Inc.-Project Clear Reinvestment Zone** which was originally adopted by Jefferson County on the 26th day of May, 2020 and amended on the 2nd day of November, 2020.

2. Suez WTS USA, Inc. 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 and include and recognize a reinvestment zone newly created by the City of Beaumont.

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 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 this project shall be amended only with respect to:

Article 4: Term of Abatement

The Term of the Abatement Granted in the Abatement Schedule, pursuant to this Agreement shall be as follows:

Tax Year	Abatement Percentage
2020	0%
2021	0%
2022	100%
2023	90%
2024	80%
2025	70%

5. The Parties also acknowledge, to be included and attached to **Exhibit C, Reinvestment Zone of the Agreement**, is a reinvestment zone within the boundaries City of Beaumont, Texas consisting of approximately 31.10 acres of land.

The document more particularly describing and creating the Suez WTS USA Inc., Project-Clear Reinvestment Zone by the City of Beaumont on the 20th day of October, 2020, Ordinance No. 20-059, is attached hereto as Exhibit B.

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 and it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases.

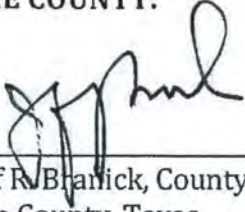
That pursuant to the 2020 Amended Tax Abatement Policy of Jefferson County that requires that purchases for the project will be invoiced that Jefferson County will be credited with sales taxes for taxable purchases for the project, Suez WTS USA, Inc. will do the following to comply with this requirement:

Suez WTS USA, Inc. (Suez) will enter into a Separated Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of a new plant facility described in the abatement agreement to be located in Jefferson County Texas.

Suez will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. GPP will remit use taxes on taxable purchases made for use in the construction of the facility directly to the State of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

Signed this 1st day of DECEMBER 2020.

FOR THE COUNTY:



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

FOR THE OWNER:

Mr. Joseph J. Devine
Vice-President, Taxes
Suez WTS USA, Inc.

FOR THE COUNTY:

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

FOR THE OWNER:



Mr. Joseph J. Devine
Vice-President, Taxes
Suez WTS USA, Inc.



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

Hazard Mitigation Grant Program

Application Certification

Grant Program: HMGP CFDA #: 97.039 Grant #: 4485

Applicant: Jefferson County

Project Type: Regular - Structural Elevation

Project Title: Jefferson County - 2022b Structural Elevations

The undersigned assures fulfillment of all requirements of the Hazard Mitigation Grant Program as contained in the program guidelines and that all information contained herein is true and correct to the best of my knowledge.

The governing body of the applicant has duly authorized the document, and hereby applies for the assistance documented in this application.

The applicant understands that the project may proceed **ONLY AFTER FEMA APPROVAL** is gained.

Jeff Branick

Typed Name of Certifying Official

County Judge

Title

409-748-0247

Telephone Number

Signature of Certifying Official

Date Signed



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 24th day of May, 2022, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following Resolution was adopted:

A RESOLUTION OF JEFFERSON COUNTY, TEXAS, COMMITTING JEFFERSON COUNTY TO PROVIDE LOCAL MATCHING FUNDS SECURED FROM INDIVIDUAL HOMEOWNERS TO SECURE AND COMPLETE THE FEMA HAZARD MITIGATION GRANT PROJECTS.

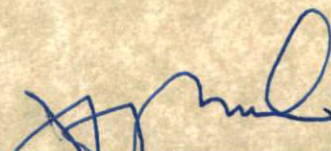
WHEREAS, the County has applied for FEMA Hazard Mitigation Assistance funds to provide the County with funding to complete the proposed home elevation projects.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY:

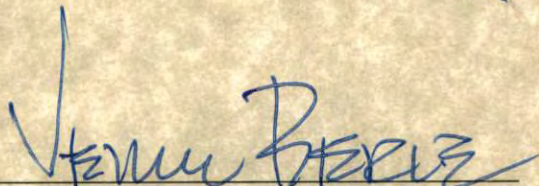
1. The County commits the participating homeowners to providing the 10% or more local share for the FEMA Hazard Mitigation Grant projects.
2. Matching funds will be provided from participating homeowners.

SIGNED on this the 24th day of May, 2022.






JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER DARRELL W. BUSH
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners’ Court of Jefferson County, Texas, held on the 24th day of May, 2022, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following Proclamation was adopted:

MEN’S HEALTH MONTH

Whereas, despite advances in medical technology and research, men continue to live an average of five years less than women with Native American and African-American men having the lowest life expectancy; and

Whereas, COVID-19 variants continue to spread across the country, with the Centers for Disease Control reporting that males are more likely to die from this pandemic; and

Whereas, encouraging safe behaviors including social distancing, wearing masks, and being vaccinated will help stop the spread of COVID-19; and

Whereas, educating the public and health care providers about the importance of a healthy lifestyle and early detection of male health problems will result in reducing rates of mortality from disease; and

Whereas, men who are educated about the value that preventive health care can play in prolonging their lifespan and their role as productive family members will be more likely to participate in health screenings; and

Whereas, fathers who stay connected to their children and maintain a healthy lifestyle are role models for their children and have happier, healthier children; and

Whereas, Men's Health Network worked with Congress to develop a national men’s health awareness period as a special campaign to help educate men, boys, and their families about the importance of positive health attitudes and preventative health practices; and

Whereas, the Men’s Health Month website has been established at www.MensHealthMonth.org and features resources, proclamations, and information about awareness events and activities, including Wear Blue Day (www.WearBlueDay.com); and

Whereas, Jefferson County Men's Health Month will focus on a broad range of men's health issues, including heart disease, mental health, diabetes, and prostate, testicular and colon cancer; and

Whereas, the citizens of this city are encouraged to increase awareness of the importance of a healthy lifestyle, regular exercise, and medical check-ups.

Now, therefore, the Commissioners Court of Jefferson County, Texas, does hereby proclaim the month of June, 2022, as National Men’s Health Month and we encourage all of our citizens to pursue preventative health practices and early detection practices throughout the year.

Signed this 24th day of May, 2022



[Signature]
JUDGE JEFF R. BRANICK
County Judge

[Signature]
COMMISSIONER VERNON PIERCE
Precinct No. 1

[Signature]
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

[Signature]
COMMISSIONER DARRELL W. BUSH
Precinct No. 2

[Signature]
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****May 24, 2022**

Consider, possibly approve and authorize the County Judge to execute an Amended Tax Abatement Agreement between Jefferson County and Aditya Birla Chemicals (USA), LLC for Project Raman to reflect a corporate name change pursuant to Texas Tax Code, Sec. 312.401 et seq. (This is to reflect that the correct name of Aditya Birla Chemicals (USA) LLC is now Aditya Birla Chemicals (USA), Inc.)

**AGENDA ITEM****May 17, 2022**

Receive and file executed Tax Abatement Agreement between Jefferson County and Aditya Birla Chemicals (USA), LLC for Project Raman pursuant to Texas Tax Code, Sec. 312.401 et seq.

*Corrected
Version*

**AGENDA ITEM****May 3, 2022**

Consider, possibly approve and authorize the County Judge to execute a Tax Abatement Agreement for the Raman Project Facility in/near Beaumont, TX Pursuant to Sec. 312.401, Tax Code (The Property Redevelopment and Tax Abatement Act).





STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE
RAMAN REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as this "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Aditya Birla Chemicals (USA), LLC (hereinafter sometimes referred to as Aditya or "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Raman Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated _____, 2022 (hereinafter referred to as the "REINVESTMENT ZONE"); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new Chemical Manufacturing Facility and related improvements and infrastructure (hereinafter referred to collectively as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the PROJECT, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.



NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE RAMAN REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

"Abatement" means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

"Affiliate" of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

"Base year", for the parties to this Agreement, is defined as the calendar year in which this Agreement is executed (signed) by all parties hereto.

"Base Year Value" means the taxable value of all industrial realty improvements owned by the property of the Owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

"Completion" as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

"Eligible Property" means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral



components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Texas Tax Code but does not include personal tangible property.

"Full-time job", as used herein, shall mean a permanent full-time position that requires at least 1,600 hours of work per year, is not transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

"Ineligible Property" is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

"New Eligible Property" means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (c.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

"Payment in Lieu of Taxes" means if, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this Agreement and such exemption results in the reduction of property tax revenue to the COUNTY, Owner agrees to decline that tax exemption during the period of this abatement. If Owner is unable to decline that tax exemption, Owner agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

"Taxable Value" for each taxing entity executing an abatement agreement is determined by deducting from the market value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that tax year.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2024 and shall terminate on December 31, 2028, unless sooner terminated pursuant to other provisions of this



AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2022, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT A: Tax Abatement Schedule," OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter, 2025, maintain a level of not less than 28 new Full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of April, 2022 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 28 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 28 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

$$\begin{aligned} A1 &= \text{initial Abatement } \$s \\ A2 &= \text{revised Abatement } \$s \\ E1 &= \underline{28} \text{ full-time jobs} \\ E2 &= \text{revised employee count} \\ A2 &= A1 \times (E2/E1) \end{aligned}$$

In the event the number of Full-time jobs falls below 28 due to attrition of employees, the Owner shall be given a period of three months ("Attrition Period") therefrom to restore the Full-time job count back to 28. Owner shall not be in breach of this Agreement during such Attrition Period.

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$25 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that OWNER is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the Completion of the PROJECT (or 120 days after the Effective Date, whichever is later);



- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, e.g., piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
- i. "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.
 - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "priority to local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
 - iii. OWNER agrees that it will provide sufficient notice and information regarding the Project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;
- h. OWNER, if eligible, will apply for issuance of a Texas Direct Payment Permit (DPP) per RULE §3.288 Direct Payment Procedures and Qualifications of the Texas Administrative Code, then the OWNER will obtain a DPP and issue a DPP exemption certificate in lieu of sales taxes paid to EPC. If at anytime, Owner does not qualify for the DPP, OWNER will place its purchase orders from the Reinvestment Zone and remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas.



- i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
 - i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
 - ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
 - iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
 - iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:
 - i. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
 - ii. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
 - iii. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or



contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);

- iv. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT.

- k. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit A: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

The County Judge, County Commissioners, or their designee(s) shall be allowed to request quarterly monitoring meetings with OWNER on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. If one or more quarterly monitoring meetings are held, OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will



provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each year shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2022 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that they have received certified appraisal value for this property, as calculated by the Jefferson County Central Appraisal District.

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this Agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled; provided that, notwithstanding anything contained herein to the contrary, OWNER shall be allowed to contest the fair market value of any of its property used for appraisal purposes without the abatement provided under this Agreement becoming null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION



The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated Project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2024 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, epidemics and pandemics which interrupt the ability to work on site or disrupt the supplies of goods



and services which would interfere with production.; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY and COUNTY shall have the right of recapture per Section 12 above.

14. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT JEFFERSON COUNTY of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for such COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

15. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt



requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER: Kind attn.: Mr. Yuvraj Patil
Unit Head /Joint President, Aditya Birla Chemicals (Thailand) Ltd
Map Ta Phut Industrial Estate, No 2, I-5 Road, Tambol Map Tha Phut, Amphur Muang Rayong
Rayong 21150, Thailand, TEL: +66 (0) 38 685233-4, Fax +66 (0) 38 683982. Email: yuvraj.patil@adityabirla.com

With a copy to: Kind attn.: Mr. Scott Bastian, Vice President, Aditya Birla Chemicals (USA) LLC
7310, Turfway Road, Suite 550, Florence, Kentucky 41042-United States
Office Phone: 1-980-237-4234, Cell Phone: 1-832-544-8647, Email: scott.bastian@adityabirla.com

COUNTY: Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of this AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the



principle of construction favoring the party who did not draft this AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the ___ day of _____, 20__.

FOR THE COUNTY:

[Handwritten Signature]

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



FOR OWNER:

Kind attn.: Mr. Yuvraj Patil
Unit Head /Joint President, Aditya Birla Chemicals (Thailand) Ltd
Map Ta Phut Industrial Estate, No 2, I-5 Road, Tambol Map Tha Phut, Amphur Muang Rayong
Rayong 21150, Thailand, Tel : +66 (0) 38 685233-4, Fax +66 (0) 38 683982, Email: yuvraj.patil@adityabirla.com

[Handwritten Signature]
8/10/05/2022

EXHIBIT A "Description of Project"

*In India they
get day/month/year*

The proposed project is a facility to CONSTRUCT :

Any additional description you desire:

Significant components of the facility would include:
To construct a new chemical facility for production of clean energy.

"Tax Abatement Schedule"

Tax Year		Abatement Percentage
0	2022	0%
0	2023	0%
1	2024	100%
2	2025	90%
3	2026	80%
4	2027	60%



EXHIBIT B "Base Year Property"

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.



EXHIBIT C – “Reinvestment Zone Order”



EXHIBIT D – “List of HUB/ DBE Companies”

Property Owner may acknowledge the County has previously provided this.



CORRECTED SIGNATURE PAGE

principle of construction favoring the party who did not draft this AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 3rd day of MAY, 2022.

FOR THE COUNTY:

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

FOR OWNER:

EXHIBIT A "Description of Project"

The proposed project is a facility to CONSTRUCT :

Any additional description you desire:

Significant components of the facility would include:

To construct a new chemical facility for production of clean energy.

Fred Jackson

From: Will Ramirez <wramirez@siteselectiongroup.com>
Sent: Tuesday, May 17, 2022 8:50 AM
To: Fred Jackson
Subject: RE: Project Raman: County Agreement
Attachments: Aditya Birla - County Abatement Agreement 5.10.22.pdf

Good morning Fred,

I hope you are doing well. Just circling back on the name change and process. I apologize for the entity name change as this was made after the agreement was signed.

Please note that the Company is now **Aditya Birla Chemicals (USA), Inc.** and *no longer Aditya Birla Chemicals (USA) LLC.*

Thanks!

Will Ramirez
 Director | Economic Incentive Services



O (214) 271-0615 C (512) 574-5400
 wramirez@siteselectiongroup.com

8235 Douglas Ave. | Suite 500 | Dallas TX 75225
 siteselectiongroup.com

From: Fred Jackson <fjackson@co.jefferson.tx.us>
Sent: Wednesday, May 11, 2022 12:08 PM
To: Will Ramirez <wramirez@siteselectiongroup.com>
Subject: Re: Project Raman: County Agreement

I will do amendment next week when I am back

Sent from my iPhone

On May 11, 2022, at 11:08 AM, Will Ramirez <wramirez@siteselectiongroup.com> wrote:

Good morning Fred,

Do you have time to discuss the process for a Company name change in the abatement agreement? We just received the below update from the client.

Client Update Note:

Please note that the Company is now Aditya Birla Chemicals (USA), Inc. and no longer Aditya Birla Chemicals (USA) LLC.

Please make all references to Aditya Birla Chemicals (USA), Inc.

Kind regards,

From: Will Ramirez
 Sent: Tuesday, May 10, 2022 8:43 AM

**AGENDA ITEM****May 24, 2022**

Consider, possibly approve and authorize the County Judge to execute an Amended Tax Abatement Agreement between Jefferson County and Aditya Birla Chemicals (USA), LLC for Project Raman to reflect a corporate name change pursuant to Texas Tax Code, Sec. 312.401 et seq. (This is to reflect that the correct name of Aditya Birla Chemicals (USA) LLC is now Aditya Birla Chemicals (USA), Inc.)

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY
AND ADITYA BIRLA CHEMICALS (USA), INC. (FORMERLY AIDTYA BIRLA
CHEMICALS (USA) LLC) FOR PROPERTY LOCATED
IN THE PROJECT RAMAN REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and Aditya Birla Chemicals (USA), Inc. (formerly Aditya Birla Chemicals (USA) LLC) ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on May 3, 2022 (attached hereto as Exhibit "A") with respect to the abatement of certain *ad valorem* property taxes on a new plant facility (the "Project") to be constructed by OWNER, in the **Project Raman Reinvestment Zone** which was originally adopted by Jefferson County on the 3rd day of May, 2022.

2. Aditya Birla Chemicals (USA), Inc 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 merely changed the corporate name.

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, Aditya Birla Chemicals (USA), Inc.

4. The Parties acknowledge that Aditya Birla Chemicals (USA), Inc. will abide by the terms of the abatement agreement, a copy of which is attached hereto as Ex. "A" and incorporated herein, shall remain in full force and effect, per the written agreement approved by Commissioners Court on May 3, 2022 and which was executed by Aditya Birla Chemicals (USA) LLC unless amended by written agreement.

Signed this ____ day of _____, 2022.

FOR THE COUNTY:

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

FOR THE OWNER:

By: _____
Aidtya Birla Chemicals (USA), Inc.

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
3535 CALDER AVE., SUITE 300
BEAUMONT, TEXAS 77706
PHONE: (409) 833-9182
FAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

May 19, 2022

Via Email

Jefferson Co. Commissioners Court
c/o Hon. Jeff Branick, County Judge
Jefferson County Courthouse
1001 Pearl St.
Beaumont, Texas 77701

Re: Jefferson County Emergency Services District No. 3
Extension for Filing Annual Audit Report
B&O File No. 86971

Dear Judge Branick and County Commissioners,

Be advised that the Board of Commissioners for Jefferson County Emergency Services District No. 3 (the "District") has retained an independent accountant who is currently in the process of auditing the District's accounts and records for the fiscal year 2020-21 and preparing a report for same, which, upon completion, is to be filed with the Jefferson County Commissioners Court in accordance with Section 775.082(b) of the Texas Health & Safety Code.

Pursuant to Section 775.082(d) of the Texas Health & Safety Code, we respectfully request that the District be allowed a thirty (30) day extension from the June 1, 2022 deadline during which to file its 2020-21 audit report. *See* Tex. Health & Safety Code § 775.082(b), (d). If the foregoing extension request is approved, the District's audit report for the fiscal year 2020-21 would be due on or before July 1, 2022.

Thank you in advance for your consideration of the foregoing request, and please advise if you have any questions or require additional information.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: 

Joshua C. Heinz

JCH/jcr

BENCKENSTEIN & OXFORD, L.L.P.

Hon. Jeff Branick
May 19, 2022
Page - 2 -

cc: *Via Email*
Mr. Fred Jackson
County Judge's Office
Jefferson County Courthouse
1001 Pearl St.
Beaumont, Texas 77701

Via Email
Jefferson Co. ESD No. 3
Doug Saunders
Daniel Diaz
Mary Ellen Robertson, Accountant

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
 3535 CALDER AVE., SUITE 300
 BEAUMONT, TEXAS 77706
 PHONE: (409) 833-9182
 FAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

May 19, 2022

Via Email

Jefferson Co. Commissioners Court
 c/o Hon. Jeff Branick, County Judge
 Jefferson County Courthouse
 1001 Pearl St.
 Beaumont, Texas 77701

Re: Jefferson County Emergency Services District No. 4
 Extension for Filing Annual Audit Report
 B&O File No. 87102

Dear Judge Branick and County Commissioners,

Be advised that the Board of Commissioners for Jefferson County Emergency Services District No. 4 (the "District") has retained an independent accountant who is currently in the process of auditing the District's accounts and records for the fiscal year 2020-21 and preparing a report for same, which, upon completion, is to be filed with the Jefferson County Commissioners Court in accordance with Section 775.082(b) of the Texas Health & Safety Code.

Pursuant to Section 775.082(d) of the Texas Health & Safety Code, we respectfully request that the District be allowed a thirty (30) day extension from the June 1, 2022 deadline during which to file its 2020-21 audit report. *See* Tex. Health & Safety Code § 775.082(b), (d). If the foregoing extension request is approved, the District's audit report for the fiscal year 2020-21 would be due on or before July 1, 2022.

Thank you in advance for your consideration of the foregoing request, and please advise if you have any questions or require additional information.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: _____


 Joshua C. Heinz

JCH/jcr

BENCKENSTEIN & OXFORD, L.L.P.

Hon. Jeff Branick
May 19, 2022
Page - 2 -

cc: *Via Email*
Mr. Fred Jackson
County Judge's Office
Jefferson County Courthouse
1001 Pearl St.
Beaumont, Texas 77701

Via Email
Jefferson Co. ESD No. 4
Sandra Melton, Treasurer
David Stacey, District Administrator
Mary Ellen Robertson, Accountant



Joleen E. Fregia
Chief Deputy
e-mail
joleen@co.jefferson.tx.us

Charlie Hallmark
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
e-mail
challmark@co.jefferson.tx.us

May 19th, 2022

Judge Jeff R. Branick
County Commissioners
Jefferson County
Beaumont, TX 77701

Dear Judge and Commissioners:

Wells Fargo Bank, N.A. is requesting release of the excess collateral pledged to the funds of Jefferson County through the Bank of New York-Mellon Trust Company.

Please consider for approval this release at your next Commissioner's Court meeting.

Sincerely,

Charlie Hallmark CIO

FOR COMMISSIONERS COURT AGENDA MAY 24th, 2022
Agenda should read:

Consider and possibly authorize the County Treasurer to execute Release of Excess Collateral with Wells Fargo Bank, N.A. through the Bank of New York- Mellon, for the funds of Jefferson County.

Middle Market COO
 Public Funds Collateral Management Team
 333 Market St 4th Floor
 MAC A0109-040
 San Francisco, CA 94105 - 2100
 publicfundscollateral@wellsfargo.com



May 18, 2022

Jefferson County
 Attn: Charlie Hallmark

Tel #: 409-835-8510
 Fax #: 409-839-2347
 E-Mail: challmark@co.jefferson.tx.us

Subject: Request to Release Excess Collateral

Respond By: 5/20/2022

Pledgee: PL-0001219 Custodian: Bank of New York Mellon Custodian #: WUB563

Wells Fargo Bank, N.A. currently holds pledged collateral in the name of your organization to cover deposits in excess of FDIC insurance limits. As of January, 1, 2013, the FDIC insures the deposits of governmental accounts a per Official Custodian basis as follows:

The aggregate balances in demand deposit accounts are insured up to \$250,000 per Official Custodian; and the aggregate balances in time and savings accounts are insured up to \$250,000 per Official Custodian.

Wells Fargo Bank, N.A. collateralizes balances in accordance with all applicable state and federal laws. The balances in your public fund account(s) and collateral levels are monitored daily. A recent analysis of your account and pledged collateral presented the following:

Total deposits net FDIC as of: 05/17/2022	
(Total deposits less applicable FDIC insurance x 100%)	\$445,107.89
Total Market Value of Collateral held as of: 05/17/2022	\$1,866,056.40
Reduce Collateral down to:	\$800,000.00

We are requesting your approval to release collateral to meet your current collateral needs. Please sign below and return as soon as possible. The signed release form should be faxed to my attention at **1-866-686-5441**.

If you should have any questions, or if further information is needed to satisfy this request, please call our toll free number 1-877-479-6603. We sincerely appreciate the opportunity to provide you the highest quality service for your business needs.

Sincerely,

Sheila Lynch - Vice President
 Public Funds Collateral Management Team

I hereby authorize Wells Fargo Bank, N.A. to reduce the level of securities pledged to our public deposit account(s).

(Customer) Authorized Signature

Print Name

Date



Joleen E. Fregia
 Chief Deputy
 E-Mail
joleen@co.jefferson.tx.us

Charlie Hallmark
 County Treasurer
 1149 Pearl Street – Basement
 Beaumont, Texas 77701

Office (409) 835-8509
 Fax (409) 839-2347
 E-Mail
challmark@co.jefferson.tx.us

May 18, 2022

Judge Jeff R. Branick and
 Commissioners Court
 Jefferson County Courthouse
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of April 30th, 2022, including interest earnings.

The 90 day Treasury discount rate on April 30th, 2022 was 0.84% and the interest on your checking accounts for the month of April was 0.30%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda for May 24th, 2022, to be received and filed.


Sincerely,

Charlie Hallmark CIO
 Enclosure

Agenda should read:

Receive and File Investment Schedule for April, 2022, including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END APRIL, 2022 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat. Invested	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT.)
INVESTMENTS		\$0.00	\$0.00	100	0.000%		NONE			TX-01-0485-4001	TEXAS CLASS	\$0.00			\$166,224.40	\$0.00
Cds and Securities																
* (Investment CD's)																
INVESTMENT ACCTS		TOTAL PAR \$0.00	AMT. INVESTED \$0.00		WEIGHTED AVG. YLD							TOTAL MARKET VALUE \$0.00		0.00	\$166,224.40	
Cds and Securities		\$0.00	\$0.00		#DIV/0!							\$0.00		0.00	\$0.00	
TOTALS ALL ACCTS:		\$0.00	\$0.00									\$0.00		0.00	\$166,224.40	\$0.00
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS AS OF APRIL 30, 2022																
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act																
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.																
 Charle Halburk, Jefferson County Investment Officer																
MARKET VALUE OF PLEDGE SECURITIES	\$250,000,000.00															
BALANCE IN ALL ACCOUNTS:	\$186,029,473.41															
OVER OR UNDER AMOUNT:	\$63,970,526.59															
	134.38%															

APRIL 2022, JEFFERSON COUNTY INVESTMENT MATURITIES MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS		
INVESTMENTS													
TEXAS CLASS													
CHECKING INTEREST													
POOLED CASH ACCT		APRIL INTEREST			0.300%			30	1004221717	ALLEGANCE	\$39,082.52		
OTHER COUNTY ACCTS		APRIL INTEREST			0.300%			30	1004224083	ALLEGANCE	\$2,176.74		
TAX LICENSE ACCT		APRIL INTEREST						30			\$189.40		
TOTAL		\$0.00	\$0.00								\$41,448.66	\$41,448.66	

FISCAL YEAR 2021-2022

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	0.050%	\$17,244.34	0.160%	\$0.00	0.000%
NOVEMBER	0.050%	\$19,028.99	0.160%	\$0.00	0.000%
DECEMBER	0.060%	\$20,377.61	0.160%	\$0.00	0.000%
JANUARY	0.240%	\$18,320.98	0.300%	\$0.00	0.000%
FEBRUARY	0.380%	\$43,859.57	0.300%	\$0.00	0.000%
MARCH	0.520%	\$44,351.84	0.300%	\$0.00	0.000%
APRIL	0.840%	\$41,448.66	0.300%	\$0.00	0.000%
MAY	0.000%	\$0.00	0.300%	\$0.00	0.000%
JUNE	0.000%	\$0.00	0.300%	\$0.00	0.000%
JULY	0.000%	\$0.00	0.300%	\$0.00	0.000%
AUGUST	0.000%	\$0.00	0.300%	\$0.00	0.000%
SEPTEMBER	0.000%	\$0.00	0.300%	\$0.00	0.000%
ANNUAL TOTALS		\$204,631.99		\$0.00	\$204,631.99