

**MINUTES OF VIDEOCONFERENCE MEETING NO. 2325
COMMISSIONERS OF JEFFERSON COUNTY
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7**

Place: 4749 Twin City Highway, Suite
Port Arthur, Texas

Date: June 2, 2020

Present: Commissioners
Richard Beaumont
Lester Champagne
Billy Joe Butler
Albert Moses, Jr.
Phil Kelley, Manager
Pete Steele, Attorney

Absent: James Gamble, Sr.

Visitors: Tomeka Channel, DD7
Brady Girouard, DD7
Allen Sims, LJA Engineering
Kim Carroll, Texan Engineering

The meeting was called to order at 2:00 p.m. by Chairman Beaumont after ascertaining that the Notice of Meeting had been posted in accordance with the law. Commissioner Moses gave the invocation.

Minutes of Meeting No. 2324

The Minutes of Meeting No. 2324 was approved as read.

Open Bids for Emergency Stand-By Fuel Supply

Mr. Phil Kelley opened the two (2) bids received by the District from Sun Coast Resources and Spidle & Spidle, Inc. for the Emergency Stand-By Fuel Supply. Mr. Kelley stated Spidle & Spidle, Inc. is the District's everyday fuel supplier and Sun Coast Resources is the bigger company who can pick up the slack in the event Spidle & Spidle, Inc. cannot meet the District's needs. Mr. Allen Sims of LJA Engineering, Inc.

explained the bid is for multiple locations, multiple size tanks and no fixed quantities. The bids contain a price above OPIS (Oil Price Information Service), which is the national index for fuel, and delivery and pickup pricing. Different pricing is included for normal business hours, evenings, weekends and holidays. The contract will be for a two-year period. There is no way to read each line item in the bid as they are opened. It is not expected that just one vendor will be awarded the bid, but the bid will be awarded in a series as to who would be priority and receive the first call. When the priority vendor's supply is expended or cannot supply trucks, then the District will go to the next vendor. Mr. Sims recommended the Board table the award of the bid for emergency stand-by fuel supply to allow review and comparison. Commissioner Champagne moved to table the award of the bid for emergency stand-by fuel supply to allow time to review. Commissioner Moses seconded the motion. The motion carried.

Open Request for Proposals for Emergency Disaster Assistance Recovery

Mr. Phil Kelley stated these proposals will be opened and the name of each company read, documented and reviewed before awarding the contracts. Mr. Allen Sims explained during and after an emergency disaster, the District may need a whole list of items and equipment to be provided. The District will also need monitoring services for cleanup and debris removal. This award will also most likely be awarded to more than one company, and there will be separate awards for cleanup services and monitoring services. Mr. Kelley proceeded to open the proposals. Proposals were received from (1) Brystar Contracting, Inc., (2) Aftermath Disaster Recovery, (3) DRC Emergency Services and (4) Global Emergency Services, LLC. Mr. Sims

recommended the Board table the award for Emergency Disaster Assistance Recovery to allow time to review. Commissioner Champagne moved to table the award of the bid for Emergency Disaster Assistance Recovery to allow time to review until the next Board meeting. Commissioner Butler seconded the motion. The motion carried.

Consider Resolution Authorizing Joint Election Agreement and Election Services Contract with Jefferson County

Resolution No. 461 Authorizing Joint Election Agreement and Election Services Contract with Jefferson County was presented to the Board for consideration. Mr. Phil Kelley stated Diane Smith, as the District's Election Officer, has been working with the County regarding contracting with them for the District's General Election to be held on November 3, 2020. Mrs. Smith stated a copy of the Joint Election Agreement and Election Services Contract ("Contract") is attached to Resolution No. 461 and was submitted to the Commissioners for review. The Contract outlines the County's and the District's responsibilities in connection with the election. The District is required to adopt all voting precincts of Jefferson County, Texas, and all early voting locations, dates and times referenced within the Contract. Citizens will be able to vote at any County voting location and voting equipment setup will ensure only eligible voters will be allowed to vote for the District's Commissioner positions up for election. There will only be one (1) joint ballot for all elections being held; however, the ineligible voter ballots will not include a section for the District's election. The County is also contracting with the City of Port Neches, City of Groves and Port Arthur Independent School District for their elections in November, and all entities will share the election expenses. The District's

attorney has reviewed and approved the Contract with the County. Commissioner Moses moved to approved Resolution No. 461 Authorizing Joint Election Agreement and Election Services Contract with Jefferson County. Commissioner Champagne seconded the motion. The motion carried. A copy of Resolution No. 461 is attached hereto and made a part of these minutes.

Consider Resolution Regarding Adoption of District Procurement Policy

Resolution No. 462 Regarding Adoption of District Procurement Policy was presented to the Board for consideration. Mr. Phil Kelley stated this is a requirement by FEMA that the District have this policy in place. In the past the District has been asked about its procurement policy; however, the District has always followed Chapter 49 regarding expending limits. FEMA has put new requirements in place, and prior to awarding the contracts for Emergency Disaster Assistance Recovery, it is important for the District to have an adopted written Procurement Policy. Kim Carroll of Texan Engineering and Ronnie Hollier has been working on putting the policy together, and the District's attorney has also reviewed the policy. The policy outlines who can requisition purchase orders, sign purchase orders and sets forth the limits. Mr. Kim Carroll stated adopting a written policy is driven by the awards the District received for the HMGP grants, and it is directed toward Title 2 of the Code of Federal Regulations regarding any procurements for services. The District will award contracts for environmental, engineering and grant administration services in connection with the HMGP grants, and the grants specially state a written procurement procedure is required. The policy sets forth what the District has always followed and does not contain anything new.

Commissioner Champagne moved to approved Resolution No. 462 Regarding Adoption of District Procurement Policy. Commissioner Butler seconded the motion. The motion carried. A copy of Resolution No. 462 is attached hereto and made a part of these minutes.

Manager's Miscellaneous Reports

Since the date of the last Commissioner's meeting, the following work has been done:

HFPL Maintenance/Herbicide Crew

Herbicide Application:

- KCS Ditch, Pear Ridge Lats. 1, 2, 3 and 4, Star Lake Ditch, Rodair Gully Lat. 3
- Airport Viterbo Lat. 2, Park Place Lateral, B1

Levee:

- Installed repaired shaft on Sluice Gate #11
- HFPL Inspection/Gate Closures
- HFPL repair with Jefferson county Pct. 2, Sta. #1542+03 to 1560+04

Contractor:

- Ducks Dragline: Mulching trees on HFPL near Rodair Gully Pump Station
- GP Evans Contractors LLC: Mowing HFPL & ROWs, Area 7, rain out

Control Center Operation and Pump Station Maintenance Report

Station 7

Test run generators and adjust voltage.

Units 7&8-clean and inspect contactors on the two 60HP pumps

Stations 1,3,15 & 19

Test Automatic Rakes.

Station 2

Sump Pump-replace 50AMP breaker and clean contactor. Place in Auto

Sump Pump-motor tripping breaker immediately, megs good, something wrong in motor, needs to be pulled.

Station 20

Hooking up new greaser, run conduit, pull wire and connect to lighting panel to feed 120 volts to greaser. Pump still out, will connect motor when installed

Stations 1,3,15&19

Test run Automatic Rakes ahead of expected weekend rain.

Station 20

disconnect temporary sump pump. Hookup and check rotation on original vertical pump motor. Wired new greaser to motor contactor.

Unit 2-fill motor with oil and hookup motor leads. Expecting M&I to return breaker with new trip section soon.

Station 2

sump pump contactor-install new Hand Off Auto switch and test contactor.

Station 11

sump pump, hook up newly install pump and check rotation. Unit in Auto.

Station 2

hook up newly installed sump, check rotation, in Auto.

Station 20

wiring in repeat cycle timer on greaser for sump pump.

Stations 1,3,15 & 19

check automatic rakes

Station 2

sump pump, change out control transformer. Contactor worn, needs replacing. Ordering new one.

Entergy power outage, Generator online, Entergy replaced line fuse, all working properly.

Electric Shop

Ditch Maintenance:

- Routine crossing runs have been done throughout the District, including Beauxart Gardens, Central Gardens, Nederland and Port Neches.

- Cleaned trucks and equipment.
- Cut and cleaned ditches, trees and guardrails throughout the District.
- Cut Pump Stations 7, 8, 9, 10, 11, 12, 13 and 14.
- Cleaned and maintained Pump Stations 8901, 8902, 8905 and 8919.
- Crews addressed several complaints throughout the District.
- Tractor Crew resumed its weekly mowing route throughout the District.

Rental Equipment:

- None

Construction Crew:

- Crew cleaned Pump Stations 7, 8, 10, 11, 15 and 16 along the seawall after each rain event.
- Made routine trash pickup at warehouse, emptied all trash dumpsters and trash bins.
- Cleaned and maintained equipment and trucks.
- Continued making repairs to concrete and earthen ditches throughout the District.
- Completed construction on Oak North Ditch in Nederland, installing concrete bottom and sidewalls.

Rental Equipment:

1-LS250X3 Track hoe, Ducks Dragline Service

District Equipment:

4-5 Yard Dump Trucks
Backhoe, Gradall

Construction Notes - Alligator Bayou Pump Station Annex
May 18, 2020 – May 22, 2020

Monday, May 18:

Alligator Project; Allco is working on site today. Weather conditions were sunny. The site conditions were dry.

Allco superintendents (2) on site Mike Nunez (1) and Terrell (1), with (13) operators/laborers reported.

Allco's crew is installing the exhaust pipes to the mufflers on the generators. The crew is digging dirt out from inside the sheet pile around the North side of the intake bay. The pile crew is digging dirt out of the cofferdam and welding support plates onto the sheet pile.

Tuesday, May 19:

Alligator Project; Allco is working on site today. Weather conditions were sunny. The site conditions were dry.

Allco superintendents (2) on site Mike Nunez (1) and Terrell (1) with (13) operators/laborers reported.

Allco's crew is working on the exhaust pipes on the generators to the mufflers. The crew is also continuing to dig dirt out from inside the sheet pile around the North side of the intake bay. The pile crew is digging dirt out of the cofferdam and welding support plates onto the sheet pile.

Wednesday, May 20:

Alligator Project; Allco is working on site today. Weather conditions were sunny. The site conditions were slightly dry.

Allco superintendents (2) on site Mike Nunez (1) and Terrell (1), with (13) operators/laborers reported.

Allco's crew is removing the exhaust stacks from the main engines to be cleaned and painted. The pile crew is changing out the crane's cable and hooking the block up to pick up the vibro.

Thursday, May 21:

Alligator Project; Allco worked on site today. Weather conditions were partly cloudy to sunny. The site conditions were dry.

Allco superintendents (2) on site Mike Nunez (1) and Terrell (1), with (13) operators/laborers reported.

Allco's crew is working on the exhaust stacks for the main engines, grinding outside of the pipes and getting them ready to paint. The pile crew has busted the hydraulic hose running up to the vibro and is having to change the hose out. The crew tried to pull sheet pile today but the crane's air compressor broke while attempting to pull. A Bado mechanic out of Houston is being called out to the station to repair the crane.

Friday, May 22:

Alligator Project; Allco worked on site today. Weather conditions were partly cloudy to sunny. The site conditions were dry.

Allco superintendents (1) on site Terrell (1), with (13) operators/laborers reported.

Allco's crew is painting the exhaust stacks on units #1, 2, and 3 with high heat paint (1,200 °F). The crew also is cleaning up around the job site picking up trash and wood. The crane is being repaired by the Bado mechanic. The crane's air diaphragm has gone bad and is in need out service. The diaphragm is being removed and will be sent to Houston to be repaired. While the crane is out of service, the pile crew is welding additional support plates onto the sheet pile.

Mr. Phil Kelley stated the District's supervisor reports were included in the meeting packets. The photos contained in Ronnie Hollier's report show the resurfacing of one location of the levee, which is part of the Interlocal Agreement the District executed with Jefferson County Precinct No. 2. The District purchases the material and the County does the installation. The pictures reflect a section of about 1,800 feet from West Port Arthur Road down the levee toward Highway 365 right past where the LNVA crosses the levee. The District would like to thank Precinct No. 2 for doing this work for the District. There are three (3) sections covered by the Interlocal Agreement, and another section will be done next year, and the last section will be done in 2022. Precinct No. 2 also signs agreements with the local cities to help with the cities' road work on top of their normal road and bridge work. The District really appreciates Commissioner Weaver and his group for getting this work completed.

Commissioner Champagne asked the status of the Rodair Gully Improvement Project. He stated he knows the contractor is out there working, but he has received several calls regarding status. Mr. Kelley stated at the next Board meeting, the District will be opening bids to concrete line the Shamrock Ditch and Rodair Lateral 3 which

comes off the Shamrock Ditch and runs back toward the airport. Mr. Allen Sims gave an update report on the Rodair Gully Study and stated he has a team meeting scheduled for Friday to go over the modeling alternatives, and he has instructed the team he needs information by no later than the end of June to start the grant applications. The team is evaluating three (3) detention pond locations, the proposed pump station location and whether dredging would provide any impacts to the system. Basically there are four (4) scenarios to determine, (1) what would happen if we dredged, (2) what would happen if we make crossings bigger, (3) how would detention ponds work and (4) what impact would a pump station have. Mr. Sims has also given the team some boundary conditions to run on the water surface at Taylor's Bayou where the District would tie in. He requested they run an elevation 3, which would be like a normal daily basis with a small rain, and an elevation 8, which would be like in Harvey and Imelda, and see what the differences are between the two.

Commissioner Champagne also asked for an update on the Alligator Bayou Pump Station Annex Project and asked how close the project is to completion. He stated he felt it was going to be an issue if it is not completed soon. Mr. Kelley stated completion is very close and he understands it could be an issue, but there have been several problems that has slowed down the process. The last two (2) engines should be received back from Caterpillar in the next couple of weeks. Once the engines are hooked up and all control wiring is terminated, the station should be ready to test. Mr. Allen Sims of LJA Engineering stated all the fluids (oils, antifreeze, etc.) have been ordered to fill up all the angle gears and engines. Mr. Scott Snyder, the

District's Foreman over the project, has been told there is a two (2) week delivery on the fluids; however, they are going to call and see if they can push to get the delivery sooner. The amount of coolant has been calculated to fill each engine, and a seven (7) year pre-mixed antifreeze has been ordered which will hopefully limit any excess. Once the last two (2) engines are received and installed, completion will be very close. Allco is still working to remove the steel sheet pile coffer dam. They are not making very much headway, but if they can get enough removed on one end and open it up, the station could pump and force the water out the opened end. The main thing currently is to get water into the intake bay and test the engines and pumps. It should only take a short period of time per pumping unit to know if each will perform correctly. They plan to come up with a system to pump water from the outfall canal into the intake side to run the test. This way if there are any issues with the pumps, the intake bay can be pumped back down and stop logs will not have to be dropped in and each bay pumped out.

Commissioner Moses asked if hurricane plans have been gone over with all crews of the District. Mr. Kelley stated he did not hold an all hands meeting like he normally does because of the COVID 19 situation, but the hurricane schedule has been handed out to all employees. Refreshment training on pump stations will be given to any employee that has the need. Nonperishable food bins have been put together for all pump stations for use in between meals.

Commissioner Champagne stated he knows the Entergy Substation Project and road, with permanent openings, has been completed back behind Stillwater Estates and

asked if the District is satisfied. Brady Girouard and Allen Sims will go out and view the project and reach out to the Entergy representatives to verify the project completion per agreed terms.

Permits

Port Arthur Terminals, LLC – Request for Petroleum Pipeline Crossing Multiple Locations. Mr. Brady Girouard recommended approval with a One Thousand Three Hundred Twenty and No/100 (\$1,320.00) Dollar permit fee and no bond required. Commissioner Moses moved to approve Mr. Girouard's recommendation. Commissioner Champagne seconded the motion. The motion carried.

Checks & Purchase Orders
Maintenance Fund

Ck. No. 16571 –Dan Delich Consulting
\$1,500.00 – Legislative Consulting Fees

Ck. No. 16572 - Dannenbaum Engineering Corp.
\$13,291.34 – Sabine to Galveston Project and
Engineering Fees

Ck. No. 16573 – Duck's Dragline Service, Inc.
\$9,260.00 – Rental LS250X3 Trackhoe 5/18-5/28/20 and Rental
Cutter Head 5/18-5/28/20

Ck. No. 16574 – Filmr, LLC
\$132.00 – Social Media Post

Ck. No. 16575 – Function 4 LLC
\$188.99 – Rental Konmin Printer

Ck. No. 16576 - GP Evans Contractors
\$20,167.70 – Mowing Levee

Ck. No. 16577 – James Gamble, Sr.
\$270.00 – Health Insurance Payment

Ck. No. 16578 – Mazzanti & Associates LLC

\$2,500.00 – Legislative Consulting Fees

Ck. No. 16579 – Nerbert Frelow

\$1,440.00 – Dump Truck Rental 5/19-5/21/20

Ck. No. 16580 – Port Arthur News

\$473.80 – Advertising for Shamrock Ditch Concrete Lining

Ck. No. 16581 – Ray Russo

\$850.00 – Legislative Consulting Fees

Ck. No. 16582 – Ron Lewis & Associates

\$3,500.00 – Legislative Consulting Fees

Ck. No. 16583 – Texan Engineering & Consulting, LLC

\$16,920.00 – HMGP Projects, Reviews/Permits, General Services
and Shamrock/Lateral 3

Ck. No. 16584 – Tower Medical Center of Nederland

\$4,287.00 – Checking Temperatures of Employees

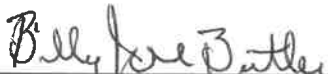
Ck. No. 16585 – Wells Fargo Remittance System

\$251.21 – Office Supplies

Commissioner Butler moved that the checks from the Maintenance Fund be approved for payment. Commissioner Moses seconded the motion. The motion carried.

Chairman Beaumont asked for any public comments and/or questions. There were no questions or comments from the public.

At 2:35 p.m., Commissioner Moses moved that the meeting be adjourned.
Commissioner Butler seconded the motion. The motion carried.


Billy Joe Butler, Secretary


Richard Beaumont, Chairman

**RESOLUTION NO. 461
AUTHORIZING JOINT ELECTION AGREEMENT
AND ELECTION SERVICES CONTRACT
WITH JEFFERSON COUNTY IN
CONNECTION WITH NOVEMBER 3, 2020 GENERAL ELECTION**

STATE OF TEXAS

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*

COUNTY OF JEFFERSON

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WHEREAS, Jefferson County Drainage District No. 7 (the "District") desires to enter into a Joint Election Agreement and Election Services Contract with Jefferson County, Texas for holding a Joint Election in accordance with Chapter 271 of the Texas Election Code in connection with the November 3, 2020 General Election for Commissioners of the District and wishes to authorize the District's Manager, Phil Kelley, to execute the Agreement on behalf of the District; and

WHEREAS, the District desires to adopt all voting precincts of Jefferson County, Texas, and the early voting locations, dates and times as referenced within the Joint Election Agreement and Election Services Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7:

THAT it is in the best interest of the District to enter into a Joint Election Agreement and Election Services Contract with Jefferson County, Texas for holding a Joint Election in accordance with Chapter 271 of the Texas Election Code in connection with the November 3, 2020 General Election for Commissioners of the District and wishes to authorize the District's Manager, Phil Kelley, to execute the attached Agreement on behalf of the District

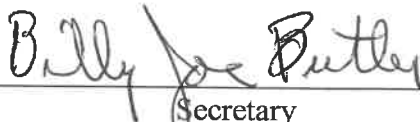
THAT it is in the best interest of the District to adopt all voting precincts of Jefferson County, Texas, and the early voting locations, dates and times as referenced within the attached Joint Election Agreement and Election Services Contract.

That payments required by the District under the Agreement will be paid from current revenues available to the District.

That the Manager be, and hereby is, authorized to take any and all action and is authorized to execute any and all instruments, documents, or filings in connection with the accomplishment of the transactions outlined in this resolution and to certify the adoption of such resolutions to such parties which such Manager deems necessary or appropriate.

I, Billy Joe Butler, Secretary of the Board of Commissioners of Jefferson County Drainage District No. 7, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Commissioners of Jefferson County Drainage District No. 7, at their meeting No. 2325 held on the 2nd day of June, 2020, upon motion made by Commissioner Moses and seconded by Commissioner Champagne and adopted unanimously by said Board, a quorum being present.

Given under my hand this 2nd day of June, 2020.



Secretary
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7



**JOINT ELECTION AGREEMENT AND
ELECTION SERVICES CONTRACT
BETWEEN JEFFERSON COUNTY
AND JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7**

This agreement made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Carolyn Guidry, County Clerk, and Jefferson County Drainage District No. 7**, hereinafter referred to as "Political Subdivision", acting herein by and through its Executive Board.

WHEREAS, Political Subdivision is required to conduct an election on **November 3, 2020**;

THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT is made this _____ day of _____, 2020, by and between the Political Subdivision of **Jefferson County Drainage District No. 7**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Carolyn Guidry**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its November 3, 2020, Election. Jefferson County's certified Hart InterCivic electronic voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - (a) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Commissioner's Court to conduct county elections required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.

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

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

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

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

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

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

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

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

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

Election Services Contract

Last Updated: 5/20/2020

Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the attached **Exhibit C- CALENDAR**

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

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

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

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

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

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

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on **November 3, 2020**.

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

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

costs are listed on **Exhibit D – Contract Costs.**

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

5. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

6. DISPUTE RESOLUTION PROCEDURE

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

7. ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between Jefferson County Drainage District No. 7 and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

8. NOTICES

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

Election Services Contract

Last Updated: 5/20/2020

**Jefferson County Drainage
District No. 7:**

Phil Kelley
P O Box 3244
Port Arthur, TX 77643

JEFFERSON COUNTY:

Carolyn L. Guidry, County Clerk
P. O. Box 1151
Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 2020.

**Jefferson County Drainage
District No. 7**

(seal)

Attest: _____

By: _____
Name: Phil Kelley
Title: General Manager

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 2020.

Jefferson County, Texas

By: _____
Name: Jeff Branick
Title: County Judge

(seal)

By: _____
Name: Carolyn L. Guidry
Title: County Clerk

Attest: _____

EXHIBIT A

NOTICE OF EARLY VOTING LOCATIONS AND HOURS FOR
November 3, 2020, GENERAL AND JOINT ELECTION
(Aviso de localizaciones y horas para elecciones adelantadas de Noviembre 3, 2020
Elecciones General y Conjunta)

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

EARLY VOTING LOCATIONS:

(Localizaciones de Votación Adelantada):

Beaumont Courthouse-Main location	1001 Pearl St., Beaumont, Texas
Port Arthur Sub-Courthouse	525 Lakeshore Dr., Port Arthur, Texas
Rogers Park Recreation Center	6540 Gladys, Beaumont, Texas
Port Arthur Library	4615 Ninth Ave, Port Arthur, Texas
Theodore Johns Library	4255 Fannett Rd., Beaumont, Texas
John Paul Davis Community Center	3580 E Lucas, Beaumont, Texas
Marion & Ed Hughes Public Library	2712 Nederland Ave., Nederland, Texas
Groves Recreation Center	6150 39th Street, Groves, Texas
Effie & Wilton Hebert Library	2025 Merriman St., Port Neches, Texas
J.P. Pct. 4 Bldg. (Judge Chesson's Courtroom)	19217 FM 365, Beaumont Texas
Precinct One Service Center	20205 W. Hwy. 90, China, Texas

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones anteriores):

October 19 - 23 <i>(Octubre 19 - 23)</i>	Monday - Friday <i>(Lunes -Viernes)</i>	8:00 a.m. - 5:00 p.m.
October 24 <i>(Octubre 24)</i>	Saturday <i>(Sábado)</i>	8:00 a.m. - 5:00 p.m.
October 25 <i>(Octubre 25)</i>	Sunday <i>(Domingo)</i>	12:00 p.m. - 5:00 p.m.
October 26 – October 30 <i>(Octubre 26- Octubre 30)</i>	Monday – Friday <i>(Lunes – Viernes)</i>	7:00 a.m. - 7:00 p.m.

EXHIBIT B - ELECTION DAY VOTE CENTERS

Precincts	Election Day Polling Places	ADDRESS (Dirección)	City, State, Zip code
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX 77707
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX 77713
ALL (todos)	Bevil Oaks City Hall	13560 River Oaks	Bevil Oaks, TX
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX 77706
ALL (todos)	New Light Church**	3780 Crow Rd.	Beaumont, TX 77706
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX 77707
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX 77702
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	China, TX 77613
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX 77706
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX 77708
ALL (todos)	Central Gardens Fire Station	2026 Spurlock Rd.	Nederland, TX 77627
ALL (todos)	Groves Public Library	5600 West	Groves, TX 77619
ALL (todos)	Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX 77705
ALL (todos)	JP 4 BLDG	19217 FM 365	Beaumont, TX 77704
ALL (todos)	Jefferson County ESD #4	12880 FM 365	Beaumont, TX 77705
ALL (todos)	Marion & Ed Hughes Public Library	2712 Nederland Ave.	Nederland, TX 77627
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX
ALL (todos)	Groves Activity Building	6150 39th Street.	Groves, TX 77619
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX
ALL (todos)	Zion Hill Baptist Church**	5848 Roosevelt Ave.	Port Arthur, TX
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX
ALL (todos)	Port Acres Elementary**	6301 Pat Ave	Port Arthur, TX
ALL (todos)	O W COLLINS RETIREMENT	4440 GULFWAY DR.	Port Arthur, TX
ALL (todos)	Port Arthur Library**	4615 9th Ave	Port Arthur, TX
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX
ALL (todos)	Sam Houston Elementary	3245 36th St	Port Arthur, TX
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX 77705
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX 77701
ALL (todos)	Lamar University Montagne Center,	4401 S. MLK PKWY	Beaumont, TX 77705
ALL (todos)	Hamshire-Fannett High School	12702 2nd St	Hamshire, TX 77622
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX 77701
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX 77701
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX 77703
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX 77713
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX 77703
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX 77705
	**Location Change		

EXHIBIT C **CALENDAR**

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

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

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

SEPTEMBER 1, 2020

Prior to September 1, 2020, each Political Subdivision is responsible for validating with the Voter Registrar that the boundaries for their voting precincts are correct and supplying the Contracting Officer with a map of such boundaries.

68th day before Election Day

Recommended date to conduct ballot position drawing.

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

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

60th day before Election Day

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

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

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

60th day before Election Day - Continued

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

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

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

Contracting Officer contact information:

Email: guidry@co.jefferson.tx.us

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

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

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

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

45th day before Election Day

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

30th day before Election Day

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

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

21st day before Election Day

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

15th day before Election Day

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

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

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

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

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

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

10th day before Election Day

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

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

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

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

4th day before Election Day

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

Election Day

Polls open 7:00 A.M. – 7:00 P.M.

30 days from date of final invoice

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

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

EXHIBIT D

CONTRACT COSTS

Voting Equipment	
Judge's Booth Controller	\$330.00
eSlate	\$330.00
Disable Access Unit (DAU)	\$396.00
Privacy Booth	\$20.00
Ballot Box	\$5.00

Communication Devices	
EA Tablet + WIFI	\$119.50
Cell Phone	\$30.00

Mandatory Signs	
Large A-Frame (ID Required)	\$10.00
Large A-Frame (Notices)	\$10.00

PROGRAMMING	COUNTY COST
1 - 5 RACES	\$1,125.00
6 - 10 RACES	\$1,898.00
11-20 RACES	\$2,475.00
21-40 RACES	\$3,135.00
41-75 RACES	\$3,960.00
76-100 RACES	\$4,704.00

BALLOT PRINTING	COUNTY COST
8.5 X 11	\$0.23
8.5 X 14	\$0.25
8.5 X 17	\$0.28
Sample Ballots	\$0.06

SUPPLIES	
ELECTION KITS / w Seals EV & ED	\$40.00
Mail Ballots (Per Set)	\$0.75
Supply Bag Consumables (per location)	\$20.00

REVISED 07/19/16

RESOLUTION NO. 462
REGARDING ADOPTION OF DISTRICT PROCUREMENT POLICY

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

WHEREAS, Jefferson County Drainage District No. 7 (the "District") must ensure compliance with a high standard of professional ethics with respect to all who participate in, or can influence, the purchasing and procurement of goods and services on behalf of the District; and

WHEREAS, purchasing is an essential governmental and fiscal function of the District, and the integrity and efficiency of its purchasing process constitutes a crucial component of its fiduciary duty to the taxpayers of the District and the public at large; and

WHEREAS, the District finds it is in the best interest of the District to adopt a Purchasing Policies and Procurement Manual to provide employees with a basic understanding of purchasing activities, the applicable federal and state laws, rules and regulations, as well as the role of the District's Purchasing Agent and other District employees who have involvement in the purchasing process; and

WHEREAS, the adoption of a Purchasing Policies and Procurement Manual and the approval of any subsequent revisions by the District's Board of Commissioners shall authorize the policies and procedures set forth therein for official use in District business.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7:

THAT the Purchasing Policies and Procurement Manual attached hereto as Exhibit "A", which constitutes the District's procurement policy, is hereby adopted for the District's official use in business.

I, Billy Joe Butler, Secretary of the Board of Commissioners of Jefferson County Drainage District No. 7, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Commissioners of Jefferson County Drainage District No. 7, at their meeting No. 2325 held on the 2nd day of June, 2020, upon motion made by Commissioner Champagne and seconded by Commissioner Butler and adopted unanimously by said Board, a quorum being present.

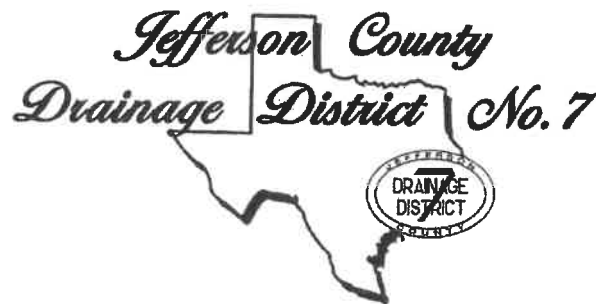
Given under my hand this 2nd day of June, 2020.



Secretary
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

PURCHASING POLICIES AND PROCUREMENT MANUAL



**4749 Twin City Hwy, Ste. 300
Port Arthur, Texas**

May 2020

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EXHIBIT "A"

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I. PURPOSE

Purchasing is an essential governmental and fiscal function of the Jefferson County Drainage District No. 7 ("District"). The District finds that the integrity and efficiency of its purchasing process constitutes a crucial component of its fiduciary duty to the taxpayers of the District and the public at large. The District recognizes that even the perception of impropriety threatens the public's confidence in this political subdivision. Therefore, the District, acting through its Board of Commissioners and management officials, must ensure compliance with a high standard of professional ethics with respect to all who participate in, or can influence, the purchasing and procurement of goods and services on behalf of the District.

This Purchasing Policies and Procurement Manual (the "Purchasing Manual" or the "Manual") is intended to provide employees with a basic understanding of purchasing activities, the applicable federal and state laws, rules and regulations, as well as the role of the District's Purchasing Agent ("Purchasing Agent") and other District employees who have involvement in the purchasing process. The adoption of this Purchasing Manual and the approval of any subsequent revisions by the District's Board of Commissioners ("Board of Commissioners") shall authorize the policies and procedures set forth herein for official use in District business.

II. MISSION AND GOALS

A. Mission. The Mission of the District with respect to procurement of goods and services is to obtain quality goods and services needed by the District while:

1. Ensuring compliance with all applicable state and federal laws.
2. Protecting the interests of District taxpayers without regard to any undue influence or political pressures.
3. Providing all vendors, including, but not limited, to Historically Underutilized Businesses, equal access to the competitive process for the acquisition of goods and services by the District.

B. Goals. When making purchasing decisions, the District shall ensure that it is:

1. Purchasing the proper goods and services.
2. Obtaining the best possible price for the goods or services in a timely manner without sacrificing the minimum standard of acceptable quality.
3. Ensuring a continuing supply of goods and services are available where and when needed.
4. Guarding against the misappropriation of District assets that have been acquired through the procurement process.

- C. **Implementation.** The District adopts this Purchasing Manual in order to implement the following objectives:
1. **Fair Opportunity to Compete.** The District desires to offer responsible bidders, vendors, and service providers a fair opportunity to compete for the District's business by adhering to the statutory requirements regarding competitive bids and proposals, and by complying with the Purchasing Manual.
 2. **Safeguard Public Funds.** The District shall endeavor to receive the best value when expending public funds.
 3. **Uphold Fiduciary Duty.** The District prohibits the expenditure of public funds where the same might intentionally or knowingly enrich elected officials or employees, or to confer favors. The District believes that the adoption and implementation of the code of ethics set forth herein will accomplish this purpose.
 4. **Historically Underutilized Businesses.** The District will take affirmative steps to provide an equal opportunity for Historically Underutilized Businesses (as that term is defined by federal law) to compete in the contract award process. In this regard, the District shall require that contractors and subcontractors use their best efforts to utilize HUBs whenever feasible.
 5. **Local Vendors.** When legally feasible and consistent with this Purchasing Manual, the District shall endeavor to utilize local suppliers of goods and services.

III. DEFINITIONS

For the purposes of this Purchasing Manual, the following words have these meanings:

1. **Advertisement.** A public notice in a newspaper of countywide general circulation containing information about a solicitation in compliance with legal requirements. The term can also refer to advertisements placed with online vendors provided the online advertisement is authorized by law.
2. **Amendment/Addendum.** A document used to change the provisions of a Solicitation.
3. **Annual Term Contract.** A recurring contract for goods or services, usually effective for twelve (12) months.
4. **District Purchasing Agent.** A District employee that has been designated by the General Manager who is primarily responsible for the procurement of goods and services on behalf of the District. The District Purchasing Agent may also be referred to as the "Purchasing Agent."
5. **Assistant Purchasing Agent.** The District employee who has been designated by the Purchasing Agent and approved by the General Manager or Assistant General Manager, to

assist the Purchasing Agent in the procurement of goods and services on behalf of the District.

6. **Best Value.** A method of evaluating price that includes an evaluation based on the total life cycle cost of the item or service. Best value is the best and lowest overall life cycle cost proposal taking into consideration various factors depending on what is being procured.
7. **Bid Bond.** A deposit required of bidders to protect the District if a low bidder withdraws its bid or fails to enter into a contract. Acceptable forms of bid deposits are limited to: cashier's check, certified check, or irrevocable letter of credit issued by a financial institution subject to the laws of Texas and entered on a US Department of the Treasury's listing of approved sureties; a surety or blanket bond from a company chartered or authorized to do business in Texas.
8. **Bidder.** A vendor that submits a bid, including anyone who acts on behalf of the vendor that submits a bid, such as agents, employees, and representatives.
9. **Bidders List.** An automated list of vendors who have stated in writing an interest in submitting bids for categories of goods and services.
10. **Blanket Purchase Order.** A purchase order issued without unit pricing, limited to a specific amount. A blanket purchase order is normally used when there is a recurring need for expendable goods and contains multiple delivery dates over a period of time.
11. **Change Order.** A document used in construction contracts to change the contract by modifying the specifications, increasing or decreasing the cost, or adjusting the time for performance that changes the goods or services to be delivered.
12. **Board of Commissioners.** The Board of Commissioners of Jefferson County Drainage District No. 7.
13. **Competitive Bidding.** The process of seeking and obtaining sealed bids that allow interested vendors to compete to provide goods or services.
14. **Competitive Proposal Process.** The process of seeking and obtaining sealed proposals that allows available vendors to compete to provide goods and services.
15. **Component Purchases.** A series of purchases of component parts of goods that are normally purchased as a whole.
16. **Consultant.** A person who provides or proposes to provide advice and counsel in a specialized area.
17. **Contract.** A formal, written agreement executed by the District and a vendor containing the terms and conditions under which goods or services are furnished to the District which commits the District's funds.
18. **Contractor.** A vendor who has been awarded a contract by the District.

19. **Cooperative Purchasing Program.** Any purchasing cooperative, as authorized by applicable law, including Chapter 791 of the Texas Government Code, of which the District is a member, through which the District may purchase goods or services, and which satisfies any state law that requires the District to seek competitive bids for the purchase of goods or services.
20. **Interlocal Government Agreement.** An agreement, as authorized by applicable law, including Chapter 791 of the Texas Government Code, between the District and another governmental entity through which the District may purchase goods or services, and which satisfies any law that requires the District to seek competitive bids for the purchase of goods or services.
21. **Design-Build Contract.** A project delivery method by which the District contracts with a single entity to provide both the design and construction services for the construction, rehabilitation, alteration, or repair of a facility.
22. **Department.** All District departments or divisions of any kind whether the same are required by statute or are created by the Board of Commissioners or the Managers of the District.
23. **Disaster.** The occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, extreme heat, other public calamity requiring emergency action.
24. **Emergency Purchase.** An item or service that must be purchased in a case of public calamity, or which must be made in other emergency situations authorized by law.
25. **Employee.** An employee of the District.
26. **General Services Agreement.** A contract between the District and a professional services provider, typically a consultant, which identifies the terms and conditions of the consulting work. A GSA is typically issued for services related to plan and permit reviews, small project design and management, other day to day matters which require professional services.
27. **Goods.** Any personal property purchased by the District, including equipment, supplies, material, and component or repair parts.
28. **High Technology Item.** A service, equipment, or good of highly technical nature, including data processing equipment and software; telecommunications, radio, and microwave systems; electronic distributed control systems; and technical services related to those items.
29. **Historically Underutilized Business (HUB).** A Historically Underutilized Business ("HUB") is a business that is formed for the purpose of making a profit and that is otherwise

a legally recognized business organization under the laws of Texas. A HUB must be at least 51 percent owned by one or more persons who are economically disadvantaged due to their identification as members of certain groups. The groups include Black Americans, Hispanic Americans, Asian Pacific Americans, Native Americans, Service-Disabled Veterans, Women and any other group recognized by the State of Texas or applicable federal agency as a HUB. These individuals must demonstrate active participation in the control, operation, and management of the business' affairs. A HUB must also have its principal place of business in the State of Texas.

30. **Invitation for Bid (IFB).** The specifications and formal bidding documents requesting pricing for a specified good or service which has been advertised in accordance with Chapter 49 of the Texas Water Code or any other applicable federal or state statute, rule or regulation as the case may be.
31. **Item.** Any service, equipment, good, or other tangible or intangible personal property, including insurance and high technology items. This does not include professional services as defined by Texas Government Code, Section 2254.002.
32. **Lease.** A contract for the use of real or personal property for a period of time in return for a specified compensation.
33. **Lowest Responsible Bid.** The offer from a bidder who submits the lowest and best price meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid and includes any related costs to the District in a total cost concept and who has the financial and practical ability to perform the contract and whose past performance indicates the ability to comply with the contract.
34. **Manager.** The District's General Manager or Assistant General Manager.
35. **Modification.** A document used to change the provisions of a contract.
36. **Offers.** Bids, proposals, and quotes made by businesses to supply goods or services.
37. **Other Professional Services.** Those services usually referred to as a professional service, but not specifically listed in the Professional Services Procurement Act, which requires specialized technical skill and expertise; labor and skill which is predominantly mental or intellectual, including computer programmers, lawyers, and facilitators.
38. **Payment Bond.** A surety bond executed in connection with a contract that secures the payment obligations of a Contractor as required by Texas Water Code §49.275 or any other applicable law.
39. **Performance Bond.** A surety bond that provides assurance of a Contractor's performance of a certain contract as required by Texas Water Code §49.275 or any other applicable law.
40. **Professional Services.** Services directly related to professional practices as defined by the Professional Services Procurement Act, including those services within the scope of the

practice of accounting; architecture; optometry; medicine; land surveying; and professional engineering.

41. **Proprietary Information.** Information provided in responses to solicitations to which a vendor claims ownership or exclusive rights and which may be protected from disclosure under Chapter 552 of the Texas Government Code ("Texas Public Information Act").
42. **Request for Proposals (RFP).** A document that is a written request for proposals for goods or services the District intends to acquire by means of the competitive sealed proposal procedure, similar to the Invitation for Bid procurement process; however, instead of competitive sealed bids, a negotiation phase is included and a best and final offer is permitted.
43. **Request for Qualifications (RFQ).** A document that requests details about the qualifications of professionals whose services must be obtained in compliance with the Professional Services Procurement Act, and Chapter 2269 of the Texas Government Code.
44. **Request for Services (RFS).** A document that requests information about qualifications and details of services to be provided and costs for other professional services that are not covered by the Professional Services Procurement Act.
45. **Sealed Bids.** The offers in response to an Invitation for Bids that is advertised in a newspaper and/or online, if authorized by law, and submitted to the Purchasing Office in a manner that conceals the price.
46. **Separate Purchases.** Acquisitions made in a series of different orders for goods and services that in normal purchasing practices would be purchased in a single order.
47. **Sequential Purchases.** Acquisitions made over a period of time that in normal purchasing practices would be made at one time.
48. **Services.** The furnishing of labor by a contractor that includes all work or labor performed for the District on an independent contractor basis, including maintenance, construction, manual, clerical, personal or professional services.
49. **Shop Foreman.** The District employee that has been designated by the General Manager as the District Shop Foreman.
50. **Sole Source Good or Service.** A good or service that can be obtained from only one source or for which it is otherwise impracticable to obtain competition. *See*, Texas Water Code §49.278(a)(4).
51. **Solicitation.** A document, such as an Invitation for Bid, Request for Proposal or Request for Qualifications issued by the Purchasing Agent, the General Manager, or his authorized representative/consultant to solicit a response from vendors to provide goods or services needed by the District.

52. **Specification.** A total description of a good or service to be purchased by the District along with other requirements necessary to provide satisfactory performance of the contract and which may include requirements for testing, inspection, acceptance, and preparing any good or service for delivery, or preparing or installing it for use.
53. **Vendor.** A business entity or individual that seeks to have or has a contract to provide goods or services to the District.

IV. IMPLEMENTATION AND ENFORCEMENT

- A. **Distribution.** This Purchasing Manual will be distributed to all District employees who are involved in the purchasing or procurement process and shall be made available to the general public on the District's website. The District's General Manager or Assistant General Manager shall be responsible for ensuring that this manual (and any revisions thereto) is available to any person requesting the same.
- B. **Enforcement.** The Purchasing Agent shall be responsible for implementing and enforcing the policies and procedures set forth in this manual as follows:
1. **Duties of the Purchasing Agent.** The Purchasing Agent, in consultation with the General Manager and Assistant General Manager, shall be charged with implementing and enforcing the policies and procedures set forth in this Purchasing Manual.
 2. **Refusal to Pay.** Where the District, or its agents, determine that a violation of any of the policies and procedures in this manual has occurred, the District, or its General Manager or Assistant General Manager in their sole exercise of discretion, may initiate disciplinary action as set forth herein and/or refuse to pay for any good or service procured in violation of these policies and procedures.
 3. **Authority of Board.** The Board of Commissioners shall have the authority, or in specific situations determined to be exceptional as authorized by law, to waive or override the policies and procedures in this Purchasing Manual, providing that the District's action is in compliance with all applicable laws.
- C. **Revisions.** This Manual is to serve as a permanent and up-to-date guide to District purchasing policies and procedures. The District will make such changes as necessary to address any change in circumstances as determined by the Board of Commissioners or as required by law.
- D. **Recommendations.** District employees are encouraged to make recommendations for revisions that may need to be made from time to time.

- E. Maintenance of Purchasing Records.** It is the policy of the District to maintain its purchasing records to demonstrate compliance with this Policies and Procurement Manual as well as applicable state or federal law, rules, and regulations. Accordingly, the District shall maintain original or electronic copies of its purchasing records for the time period prescribed by law.

V. CODE OF ETHICS

- A. Statement of Policy.** It is the policy of the District to impose a special responsibility upon all personnel who are entrusted with the expenditure of the District's funds. The fiduciary nature of purchasing requires that all employees remain independent, free of obligation or suspicion, and completely fair and impartial.
- B. Written Code of Ethics.** The District maintains the integrity and credibility of the District's purchasing program through a clear set of policies, procedures and guidelines which govern the behavior of all employees engaged in the purchasing program.
- C. Prohibitions Applicable to District Personnel.** District personnel shall be prohibited from:
- 1.** Participating in work on a contract by taking action as an employee or agent of a vendor, or prospective vendor, in rendering a benefit through decision, approval, disapproval, recommendation, giving advice, investigation or similar action knowing that the employee, or member of their immediate family has an actual or potential financial interest in the contract, including prospective employment; and
 - 2.** Soliciting or accepting anything of value from an actual or potential vendor; being employed by, or agreeing to work for, a vendor or potential vendor; or knowingly disclosing confidential information for personal gain.

Where any District employee comes into possession of anything of value (other than an item of *de minimis* value) from a vendor, or prospective vendor, he or she must immediately surrender the same to the District unless it is practical to return the item of value to the vendor, or prospective vendor.

- D. Conflict Disclosure Statement Required of Employees.** District personnel shall file a Local Government Officer Conflicts Disclosure Statement (Form CIS) in accordance with Chapter 176 of the Texas Local Government Code with the General Manager or Assistant General Manager not later than 5:00 p.m. on the seventh (7th) business day after the date on which the employee becomes aware of the facts that require the filing of this statement.
- E. Prohibitions Applicable to Vendors (or Potential Vendors).** Vendors (or potential vendors) are prohibited from offering to give, promising to give or giving anything of value to any employee of the District. Vendors must prepare and file a Conflict of Interest Questionnaire (Form 1295) with the District if required by Chapter 176 of the Texas Local Government Code.

F. Remedial Action for Violation of Code of Ethics. The District imposes the following affirmative duties upon each District employee in order to enforce this Code of Ethics:

- 1 Duty to Report.** The District requires that all employees and/or vendors shall immediately report, in writing, any actual or suspected violation of these policies and procedures to the General Manager or Assistant General Manager. The General Manager or Assistant General Manager shall provide the reporting party with written instructions as to the response and/or disposition of the matter; and
- 2 Remedial Action for Violation.** If an actual violation occurs, or if an employee or vendor knowingly failed to disclose a violation, the party shall be disciplined up to, and including, termination and prosecution as the case may be. Furthermore, where the breach of this policy involves acts or omissions of a Vendor, the Vendor may be barred from receiving future contracts and/or the District reserves the right to terminate any, or all, existing contracts with the offending vendor.

VI. PURCHASING AUTHORITY AND PROCEDURES

A. General Statement of Policy. It is the policy of the District to:

- 1.** Seek the best quality, lowest priced goods and services that meet the needs of the District and its personnel.
- 2.** Provide all responsible Vendors and Contractors with equitable access to servicing the needs of the District and its personnel through competitive acquisition of goods and services.
- 3.** Comply with all Federal and State Laws that apply to District purchasing and comply with the policies and procedures outlined in this manual.
- 4.** Manage District assets and inventory so that replacement costs are minimized, and the District can account for all assets.
- 5.** Dispose of all surpluses, salvage, seized and abandoned property in a manner that both provides the most benefit to the taxpayers of the District and complies with all applicable statutes, rules and regulations.
- 6.** Ensure that goods and services are ordered and received in such a timely manner to minimize repair time for District vehicles and equipment.

B. Texas Water Code. The provisions of Chapter 49 of the Texas Water Code including, but not limited to, Sections 49.271 and 49.273 as are applicable to the purchasing and procurement of goods and services by this District, are incorporated into this manual by reference as if set forth fully herein.

C. **Purchasing Authority.** The District's Purchasing Agent, with the assistance of other District personnel as set forth below, shall purchase all equipment, materials, parts, supplies, services and all other goods needed by the District, subject to, and in accordance with this Manual.

1. **Purchase Orders.** Goods or services will not be obtained until a Purchase Order is prepared by the Purchasing Agent and approved and signed by either the Purchasing Agent and/or a Manager. The Purchasing Agent shall not issue a Purchase Order until a written requisition for good(s) or service(s) is received by the Purchasing Agent from a Manager, Supervisor, Surveyor, Foreman, or other District employee. The General Manager or other District employee authorized by the General Manager shall have authority to approve and sign a Purchase Order involving an expenditure of any amount, provided that such Purchase Order has been issued in compliance with this Manual and state law.
2. **Purchases Greater Than \$25,000.00 But Less Than \$75,000.00.** For all purchases involving an expenditure of an amount greater than \$25,000, but less than \$75,000, written quotes or offers based upon uniform written specifications shall be obtained from at least three (3) vendors; and
3. **Purchases Greater Than \$75,000.00.** For all purchases involving an expenditure of an amount greater than \$75,000, except where expressly exempted, the purchases must be accomplished through the formal competitive bid process or the request for proposal process (collectively referred to as "Competitive Bidding") with detailed written specifications as required by State law (see details below). However, notwithstanding any other provision herein, a Manager, upon the recommendation of the Purchasing Agent and/or other District staff, may authorize in writing a purchase that involves the expenditure of an amount greater than \$75,000 through an available Cooperative Purchasing Program of which the District is a member, and/or Interlocal Government Agreement with another qualified governmental entity, which authorizes the purchase in accordance with Chapter 791 of the Texas Government Code. If the Texas Water Code or other applicable law is amended to change the amount required to be competitively bid, then this policy will automatically change to match said amount.

D. **Miscellaneous Duties/Authority of District Employees or Consultants.** Subject to the provisions set forth above, the following additional duties may be assigned and modified by the General Manager or the Assistant General Manager.

1. **General Purchasing Obligation.** The Purchasing Agent shall, in accordance with the standards set forth in this Manual, purchase all supplies, materials, services and equipment, and shall contract for all repairs to property used by the District or a department or employee. Accordingly, no other person may make the purchase of the goods or services or make a contract for repairs unless specifically authorized by the General Manager or Assistant General Manager, or unless expressly authorized in this Manual.

2. **Supervise Competitive Bidding.** The General Manager or other authorized District employee, or consultant shall supervise all purchases made on competitive bids and shall see that all purchased goods are delivered to the proper department in accordance with the underlying contract.
 3. **Preparation of Bid Specifications.** The General Manager or other District employee, or consultant, shall prepare the bid or proposal specifications for materials, supplies, and equipment to be purchased and shall be responsible for subsequent solicitation and evaluation of formal bids and proposals for any item or items that would require expenditure in excess of \$75,000.
 4. **Competitive Bidding.** Specifications, which shall be the basis of sealed bids or sealed proposals, shall be developed by the General Manager or other District employee, or consultant to allow for competitive bidding. The General Manager or other District employee, or consultant shall not write bid specifications which are intended to circumvent the legal procurement process or otherwise exclude a legitimate competitor. The General Manager or other District employee, or consultant shall not specify brand names of products or services unless the General Manager or other District employee, or consultant also includes a provision allowing a vendor to submit a bid reflecting competing brands of equal quality.
 5. **Selection of Vendors.** In the case of formal or informal competitive bids or proposals, the evaluation of the bids and proposals as well as the selection of vendors shall be made with the intention to obtain the best value for the money spent.
 6. **Disposition of Surplus Property.** Where the District determines that it possesses real or personal property that is no longer needed by the District, or has been deemed to be surplus, the General Manager or other District employee shall dispose of the property in accordance with Section 49.226 of the Texas Water Code, or other applicable state law.
 7. **Approval of Purchase Order Prepared by Others.** Following receipt of the goods or services which are the subject of such Purchase Orders, the General Manager shall review all Purchase Orders that have been prepared and signed by the Purchasing Agent. Afterwards, such Purchase Orders shall be provided to the General Manager or Assistant General Manager for payment approval.
- E. **Purchase Order and Signature Authority.** The following persons shall have the authority provided and specified below with respect to the purchase of goods and services:
1. The Purchasing Agent has the authority to issue and sign all Purchase Orders. However, all Purchase Orders that involve the expenditure of an amount more than One Thousand Five Hundred Dollars (\$1,500.00) must also be approved and signed by either the General Manager or a Manager designee.
 2. The Office Manager and Office Administrative Assistant shall each have the authority to issue and sign Purchase Orders for office supplies and for the payment

of recurring monthly bills, provided that either the General Manager or Assistant General Manager also signs such Purchase Order.

3. The Assistant Purchasing Agent shall have the authority to issue and sign a Purchase Order involving the expenditure of an amount not greater than Seven Hundred Fifty Dollars (\$750.00), provided that the Purchase Order and related expenditure is in compliance with all provisions set forth in this Purchasing Policies and Procurement Manual.
4. All checks issued by the District must have four signatures, one by either the General Manager, Assistant General Manager or the Office Manager, and the other three by members of the Board of Commissioners.
5. The following individuals have authority to make purchases for goods and services by use of the District's credit cards:
 - a. The Purchasing Agent, Manager, Office Manager, Office Administrative Assistant (or their designees for a specific purchase), providing that Purchase Orders are created, issued and executed in advance of, or contemporaneously with, the purchase, or as soon thereafter as is practicable, and further providing that such purchases are made in full compliance with the provisions of this Manual.
 - b. The General Manager, Assistant General Manager, or a member of the Board of Commissioners, provided that such purchase is a travel- related expense associated with the business of the District, including, but not limited to lodging, meals, and fuel.
 - c. Any other employee of the District who is specifically authorized by the General Manager or Assistant General Manager to make a specific purchase in any amount, provided that such purchase is made in full compliance with this Manual.

VII. GENERAL PURCHASING PROCEDURES

- A. **General Provisions.** The following provisions are applicable to all purchases and procurement of goods and services on behalf of the District.
 1. The District will not be obligated to purchase goods that are delivered for use on a trial basis.
 2. The District will not engage in any purchasing or procurement practice that has the effect of avoiding or circumventing any applicable statute, rule or regulation including, but not limited to: (a) component purchases, (b) separate purchases, and (c) sequential purchases.
 3. District employees shall not purchase goods or services for their own personal benefit regardless of circumstances.

- B. Bidders' Lists.** The Purchasing Agent or other designated District employee shall create and maintain a list of vendors who have requested that they be sent notices of solicitations. This bidders' list shall be categorized by description of goods or services procured by the District. As a courtesy to vendors and as a means of encouraging competition, the Purchasing Agent will attempt to send a notice of each solicitation to vendors in addition to complying with the notice requirements required by statute. A prospective vendor wishing to receive notification may do so by communicating the same to the District in writing. In an effort to attract Historically Underutilized Businesses (HUBs), the District shall create and maintain a list of vendors who have requested that they be sent notices of solicitations for future District procurement opportunities. However, nothing in this section shall create an affirmative obligation upon the District to solicit a bid from a particular vendor unless the District is otherwise obligated by law to do so.
- C. After Hours/Emergency Purchases.** An emergency purchase requires a letter of justification, which will become a part of the file. The letter shall be signed by the Purchasing Agent or a Manager, and must:
1. State the reason for the emergency purchase by explaining what the emergency is and/or what caused the emergency situation.
 2. State the financial or operational damage that will occur if needs are not satisfied immediately. The person submitting the letter of justification must be specific. General statements that an unnamed or speculative loss will occur will not be sufficient to authorize an emergency expenditure under this section.
 3. State the reasons why the purchase was unforeseen or could not be anticipated so that items could have been procured by the District in the ordinary course of business.
- D. Interlocal Agreements.** All Interlocal agreements involving the purchase of goods, services, repairs, or maintenance agreements must be approved in writing by the Purchasing Agent or a Manager before being submitted to the District's Board of Commissioners for ultimate approval. Interlocal agreements may not be used where the procurement of goods or services is made with funds supplied by the federal government unless otherwise approved by the Board of Commissioners in accordance with all applicable federal and state statutes, rules and regulations.
- E. Bonding Requirements.** The General Manager shall require prospective vendors to submit Bid Bonds, Performance Bonds and Payment Bonds subject to the following conditions:
1. **Bid Bonds.** Unless otherwise required by state or federal law, bid bonds will not be required for contracts that are valued at less than \$75,000.00. Bid bonds will not be required from any bidder or proponent whose rates are subject to regulation by a state agency. If the General Manager determines that a bid bond is required for a particular contract, the notice to bidders or request for proposals or offers will state that a bid bond in the amount of five percent (5%) of the contract price is required. However, the General Manager may, in the exercise of his or her discretion, or

pursuant to the action of the Board of Commissioners, require a bond in an amount greater than five percent (5%). All such bonds must be executed by a surety company authorized to do business in Texas.

- 2 **Performance and Payment Bonds.** The District shall require a performance and payment bond on all public works as required by state or federal law.
 - 3 **Discretionary Authority.** Nothing in this section shall prohibit the Purchasing Agent, acting with the advice and consent of a Manager, from requiring a bid, performance or payment bond for a purchase of goods or services for less than \$75,000 where the Purchasing Agent and/or Manager, in the exercise of their professional judgement, deem such bonds to be in the best interest of the District.
- F. **Savings Clause.** It is the clear policy of the District to comply with all applicable state and federal laws, rules and regulations that are applicable to procurement of goods and services by the District. To the extent that any provision of this Manual conflicts with any federal or state statute, rule or regulation, the Purchasing Agent and/or Manager is directed to follow the applicable law and disregard any part of this Manual that conflicts with clearly established law, a rule, or regulation, whether existing now or as amended in the future.

VIII. VENDOR QUALIFICATION AND REGISTRATION

- A. **Statement of Policy.** It is the policy of the District to select vendors without regard to race, gender, ethnicity, or geographic location.
- B. **SAM Registration.** Vendors doing business with the District are required to be registered with The System for Award Management (SAM), with an "active" status. 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>.
- C. **HUB Registration.** Vendors that have been designated as Historically Underutilized Businesses are encouraged to register with the District so that the District can include such businesses on its solicitation lists. All registrants must include a certificate, issued by the State of Texas, evidencing the business' HUB status.
- D. **Ineligibility.** With respect to projects, other than a "design build contract", a vendor shall be ineligible to submit bids, proposals or qualifications where the vendor materially assisted the District (whether for compensation or not) in formulating the specifications set forth in any competitive bid, request for proposal or request for qualification. However, the District may enter into a separate contract or agreement with the vendor to compensate the vendor for consultation services rendered so long as the contract or agreement is consummated in accordance with this manual.

IX. DEVELOPMENT OF SPECIFICATIONS

- A. **Purpose.** The purpose of any specification is to provide purchasing personnel with clear guidelines from which to purchase, and to provide vendors with firm criteria of a minimum acceptable standard for goods or services including: (1) establishing the minimum

acceptability of the goods or services; (2) promoting competitive bidding; (3) providing for reasonable testing and inspection for acceptability of the goods or services; and (4) ensuring a fair award to the responsible bidder that submits the lowest and best bid.

- B. Specifications.** When developing specifications for the prospective purchase of goods and services, the Purchasing Agent, General Manager or other authorized District employee, or consultant shall:
1. Ensure that the specifications include a concise description of goods or services that the District intends to procure; and
 2. If applicable, include requirements for testing, inspection, or preparing any goods or services for delivery, or preparing or installing them for use.
- C. Preparation of Specifications.** The District shall use reasonable efforts to develop specifications that maximize the opportunity for vendors to engage in meaningful competitive bidding. Authorized District personnel or consultants shall not write or accept specifications which, by design, exclude legitimate competitors. Authorized District personnel or consultants shall not use brand names unless the item to be purchased is a captive replacement part or unless a disclaimer is included which opens the specification to competing brands of equal quality.
- D. Approval of Specifications.** Specifications may be proposed by a District department, employee, or consultant. The General Manager and/or Assistant General Manager shall accept and approve the final specifications for a desired good or service. Any purchases that were not approved in the budget process will be submitted to the District Board of Commissioners before specifications are prepared and advertised.
- E. Captive Replacement Parts.** The District recognizes that some manufacturers of heavy equipment require the use of original equipment manufactured ("OEM") replacement parts in order to maintain a manufacturer's warranty applicable to such equipment. The District also recognizes that some manufacturers have not released patents on some parts that are required for repair of District equipment. In the event that the Purchasing Agent or General Manager makes a good faith determination that a part is a captive replacement part, the Purchasing Agent or General Manager shall certify this determination on the Purchase Order. Thereafter, the Purchasing Agent shall, from time to time, make additional inquiries to determine if suitable non-OEM parts are available for purchase that would provide a better value to the District.

X. COMPETITIVE BIDDING PROCESS

A. Competitive Bidding. Unless an exemption applies, or as otherwise allowed in this Manual, all purchases and procurement of goods and services exceeding \$75,000 shall be made according to the statutory competitive bidding provisions set forth or referenced in this Manual.

B. Bidding Notice. The Bidding Notice must include:

1. The specifications describing the item to be purchased or a statement of where the specifications may be obtained.
2. The date, time, and place for receiving and opening the sealed bids, and the name and position of the District employee to whom the bids are to be sent.
3. The type of bond, if any, required by the bidder. If unit pricing is required, the District will specify approximate quantities estimated on the best available information. The General Manager or his authorized representative/consultant shall explain how the lowest price will be calculated in the bid specification.
4. After the development of specifications and preparation of the Notice to Bidders, the Office Manager or General Managers designee will advertise the bid.

C. Publication and Distribution of Notice.

1. The notice of a proposed purchase must be published at least once per week for two consecutive weeks in a newspaper of general circulation in Jefferson County, Texas with the first publication occurring not later than the fourteenth (14th) day before the date of the opening of the sealed bids.
2. The notice must be uploaded to the Office of the Secretary of State to be included on the list of procurement opportunities for HUBs.
3. The notice should be sent to the federal Minority Business Development Administration office, via email or facsimile, to be included on that agency's website for HUB vendors.
4. The notice shall be published on the Jefferson County Drainage District No. 7 website.
5. The notice shall be emailed or faxed to those vendors (including HUB vendors) who have filed a request with the District to be notified of procurement opportunities that involve goods and services provided by that vendor.

D. Addendum/Amendment. The bid opening date on the notice may be extended if an error is discovered, or the nature of the goods and services requires an extension. The specifications may be amended as authorized by the General Manager, or his authorized representative/consultant to clarify the original intent or to correct clerical errors if:

1. Inquiries about the meaning of the specifications indicate the need for such an amendment.
2. The changes are so immaterial so as to not likely matter to the vendor in determining price or ability to respond.
3. There is no material change to the quantity, or delivery requirements.
4. The amendment does not materially change the scope of the specifications.
5. There are at least three (3) business days between the date of the amendment and the opening date specified in the notice.

E. Receipt of Sealed Bids. The District adopts the following procedures when receiving sealed bids:

1. All bids shall be received by the Office Manager in the District's Administration Building, and immediately made available to the General Manager, or his authorized representative/consultant.
2. The outer envelope containing the sealed bids will be immediately stamped with the time and date received.
3. No bids will be received after the deadline established by the District and communicated in the notice or advertisement concerning the procurement. All bids received after the deadline will be returned unopened to the bidder with a letter from the General Manager or his authorized representative/consultant notifying the bidder that the submitted bid was received after the due date and time.
4. After the sealed bids are received, the sealed bids will be secured in the administrative offices of the District for safekeeping until the bid opening date. The bids are to be received sealed and shall remain sealed until opened on the advertised date and time by the General Manager or a Manager designee in a public forum.
5. In the event a sealed bid is opened inadvertently, the General Manager, Assistant General Manager or Office Manager will witness that the details of the bid, especially the price, were not reviewed and that the bid was sealed again immediately, and the incident documented.

F. Public Opening of Bids. Sealed bids will be opened publicly by the General Manager or a Manager designee and will be documented. The sealed bids shall be opened on the date, time and place specified in the notice. The opening process shall be undertaken in a manner

that avoids the appearance of impropriety or reveals confidential information. Therefore, the District believes that having sealed bids publicly received and read should be reasonably sufficient to avoid the appearance of impropriety.

G. Evaluation of Bids. Unless otherwise instructed by the Board of Commissioners, the General Manager or consultant will evaluate all bids, with such assistance as he or she may deem reasonably necessary in the exercise of his or her professional judgement. Upon doing so, the General Manager or consultant shall make a determination and recommendation as to which bid represents the best and lowest responsible bid and communicate the same to the Board of Commissioners. In this regard, the General Manager or consultant shall consider:

1. The relative price of the bids, including the cost of repair and maintenance if heavy equipment is the subject of the bid.
2. The suitability of the goods and services for the purpose set forth in the specifications.
3. The responsibility of the vendor, including the vendor's financial and practical ability to perform the contract.
4. The vendor's safety record if applicable.

H. Board Consideration. The General Manager or consultant will submit tabulation, evaluation, and recommendations for award as directed by the Board of Commissioners by placing an item on the Board of Commissioners' Agenda for consideration and award of the contract. When the lowest priced bid is not the best bid, the Board may require that the General Manager, consultant or his or her designee, state and document a clear justification for not selecting the lowest bid.

I. Board Approval or Rejection of Bids. The District's Board of Commissioners reserves the right to either approve the recommendation or reject all bids and authorize the General Manager or consultant to re-solicit the goods and/or services, or alternatively, to procure the goods or services through a Cooperative Purchasing Program of which the District is a member, or through an Interlocal government agreement if such an option is available to the District.

J. Contract Administration. Where the contract has been awarded for the benefit of a specific department of the District, the department head shall be responsible for monitoring and documenting the performance/compliance with the specifications of the goods or services procured under the contract.

1. All District personnel are charged with the affirmative duty to report any instances of material non-compliance to the General Manager, or consultant. Upon receipt of information indicating that a vendor has failed to perform as agreed, the General Manager, or his authorized representative/consultant, shall notify the Vendor of the issues regarding the failure to comply.

2. If, after clarification, the Vendor complies with expected performance standards, no further documentation will be required by the General Manager, or his authorized representative/consultant. If continued poor performance or non-compliance of the goods or services is evidenced, the General Manager, or his authorized representative/consultant shall initiate corrective action with the Vendor, following consultation with a Manager.

K. Bidding of Annual Contracts. The General Manager, or his authorized representative/consultant shall monitor the expiration dates of all contracts and contact user departments to determine if annual contracts need to be re-solicited. The department will advise the General Manager, or his authorized representative/consultant of any additions, deletions, or corrections needed or desired with respect to the re-solicitation of any contracts.

XI. COMPETITIVE PROPOSAL PROCESS

A. General.

1. **Notice.** Competitive proposals may be solicited through a Request for Proposal ("RFP"). Formal, sealed RFPs may be used to procure insurance, high technology goods and services, consulting services and other special services exceeding \$75,000. Notwithstanding the foregoing, the General Manager may authorize the use of this RFP procedure for contracts that are less than \$75,000 where he or she deems the procedure to be in the best interest of the District considering its fiscal responsibility to the taxpayers.
2. **Solicitations.** The RFP will solicit proposals from Vendors in response to the District's requirements and contractual terms and conditions. A formal contract must be approved by the Board of Commissioners.
3. **High Technology Defined.** For purposes of this section, the definition of "high technology" goods or services shall be those goods or services of a highly technical nature, including, but not limited to: (a) data processing equipment and software and firmware used in conjunction with data processing equipment; (b) telecommunications, radio, and microwave systems; (c) electronic distributed control systems, including building energy management systems; and (d) technical services related to those goods and services.

B. Procedures for Procurement by Competitive Proposals. Competitive proposals for insurance, high technology goods and services and special services will be accomplished as follows:

1. **Notice.** After the development of the RFP, the Office Manager will publish a notice of the RFP, unless authorization by the District Board of Commissioners of the RFP is first required. The notice must include:

- a. The specifications describing the goods and services to be purchased, or a statement of where the specifications may be obtained.
 - b. The time and place for receiving and opening RFPs and to whom the RFPs are to be sent.
 - c. The type of bond required (if necessary) of the Vendor.
2. **Evaluation Criteria.** The RFP must specify the relative importance of price and other evaluation criteria.

C. Publication and Distribution of Notice.

1. The notice must be published at least once per week for two consecutive weeks in a newspaper of general circulation in Jefferson County, Texas with the first publication occurring not later than the 14th day before the date of the opening of the sealed proposals.
2. The notice must be uploaded to the Office of the Secretary of State to be included on the list of procurement opportunities for HUBs.
3. The notice must be sent to the federal Minority Business Development Administration office, by email or facsimile, to be included on that agency's website for HUB vendors.
4. The notice may be sent to the Federal Small Business Administration office, by email or facsimile, to be included on that agency's website for HUB vendors.
5. The notice must be published on the Jefferson County Drainage District No. 7 website.
6. The notice must be emailed or faxed to those vendors (including HUB vendors) who have filed a request with the District to be notified of procurement opportunities that involve goods and services provided by that vendor.

D. Receipt of Proposals. The District adopts the following procedures when receiving sealed proposals:

1. All sealed proposals will be received by the Office Manager in the District's Administration Building, and immediately made available to the General Manager or consultant.
2. The outer envelope containing the sealed proposals will be immediately stamped with the time and date received.
3. No proposals will be received after the deadline established by the District and communicated in the notice or advertisement concerning the procurement. All proposals received after the deadline will be returned unopened to the Vendor with

a letter from the General Manager notifying the offeror that the submitted proposal was received after the due date and time.

4. After the sealed proposals are received, the sealed proposals shall be secured in the District's Administrative Office until the proposal's opening date. The proposals are to be received sealed and shall remain sealed until opened on the advertised date and time by the General Manager or a Manager designee in a public forum.
5. In the event a sealed proposal is opened inadvertently, the General Manager, Assistant General Manager or Office Manager will affirm that the details of the proposal, especially the price, were not reviewed and the proposal was sealed again immediately, and the incident documented.
6. The District directs that all responsible parties conduct this process in a manner that avoids any appearance of impropriety or which reveals confidential information. The District finds, as a matter of policy, that having the proposals publicly received and recorded should inhibit any perception of impropriety.

E. Opening of Proposals.

1. Sealed proposals will be opened publicly by the General Manager or an authorized representative and will be documented. The sealed proposals shall be opened on the date, time and place specified in the notice. The opening process shall be undertaken in a manner that avoids the appearance of impropriety or reveals confidential information. Furthermore, the proposals shall be kept secret during the process of negotiation.
2. All proposals that have been submitted will be available and open for public inspection after the contract is awarded, except for trade secrets and confidential proprietary information contained in the proposals and identified as such by the proposer if the solicitation provides for this information to be kept secret.

F. Evaluation of Proposals.

1. The General Manager or his authorized representative/consultant will evaluate all proposals, with assistance from the applicable department, or with the assistance of an evaluation committee appointed by the General Manager or the Board of Commissioners. Any such committee shall serve as an advisory body only and shall have no power to bind the District, or Board of Commissioners, to adopt the recommendation of the committee; and
2. The General Manager or his authorized representative/consultant shall make the recommendation of selection to the District Board of Commissioners based upon his/her evaluation of the proposals or the recommendation of an appointed evaluation committee.

- G. Negotiations.** All negotiations will be supervised by the General Manager or his authorized representative/consultant. Any conversations with vendors must be made in coordination with the General Manager or his authorized representative/consultant. Board members, District employees or individual members of a duly appointed evaluation committee shall not contact vendors without the express consent of the General Manager or his authorized representative/consultant in order to avoid the appearance of impropriety.
- H. Contract Award.** The award of the contract shall be made by the District's Board of Commissioners to the responsible vendor whose proposal is determined to provide the best value to the District resulting from negotiation and taking into consideration the relative importance of price and other evaluation factors set forth in the RFP.
- I. Contract Administration.**
1. The department supervising the goods or services which are made the basis of the proposal will be responsible for monitoring and documenting contractor performance and compliance. All instances of material non-compliance shall be reported to the General Manager or his authorized representative/consultant.
 2. If the General Manager or his authorized representative/consultant determines that the goods or services comply with expected performance standards, no further documentation will be required by the General Manager or his authorized representative/consultant. If poor performance or non-compliance with the contract is evidenced, the General Manager or his authorized representative/consultant will be responsible to initiate corrective action with the Vendor.
 3. The General Manager or his authorized representative/consultant will take all steps necessary to obtain compliance with the contract and will consult with the District's Attorney before taking any steps toward suspension or termination of the contract.

XII. PROCUREMENT OF PROFESSIONAL SERVICES

- A. Professional Services over \$75,000.00.** Professional services are not required to be competitively bid under applicable law, but the Board of Commissioners may at its discretion decide to procure professional services anticipated to cost over \$75,000 will be procured using the formal Request for Qualifications ("RFQ") process.
- B. Overview.** The District shall procure all professional services in accordance with The Professional Services Procurement Act, Chapter 2254 of the Texas Government Code. The term "professional services" has that meaning that is set forth in Section 2254.02 of the Texas Government Code. In accordance with the Act, the District may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award: (1) on the basis of demonstrated competence and qualifications to perform the services; and (2) for a fair and reasonable price.

C. **Notice.** After the development of an RFQ, in the event the District decides to proceed with the RFQ process, the General Manager or his authorized representative/consultant will publish a notice of the RFQ, unless authorization by the District's Board of Commissioners of the RFQ is first required. The notice must include:

1. A description of the professional services sought, or a statement of where such description may be obtained.
2. The time and place for receiving and opening the RFQs and to whom the RFQs are to be sent.
3. The method of bond required (if necessary) of the Vendor.

D. **Publication and Distribution of Notice.**

1. The notice must be published at least once per week for two consecutive weeks in a newspaper of general circulation in Jefferson County, Texas with the first publication occurring not later than the 14th day before the date of the opening of the sealed proposals.
2. The notice must be uploaded to the Office of the Secretary of State to be included on the list of procurement opportunities for HUBs.
3. The notice must be sent to the Federal Minority Business Development Administration office and Small Business Administration, by email or facsimile, to be included on that agency's website for HUB vendors.
4. The notice must be published on the Jefferson County Drainage District No. 7 website.
5. The notice must be emailed or faxed, to those vendors (including HUB vendors) who have filed a request with the District to be notified of procurement opportunities that involve goods and services provided by that vendor.

E. **Receipt of Qualifications.** The District adopts the following procedures when receiving sealed submittals in response to a RFQ:

1. All sealed submittals will be received by the Office Manager in the District's Administration Building, and immediately made available to the General Manager or his authorized representative/consultant.
2. The outer envelope containing the sealed submittal will be immediately stamped with the time and date received.
3. No sealed submittals will be received after the deadline established by the District and communicated in the notice or advertisement concerning the RFQ. All sealed submittals received after the deadline will be returned unopened to the Vendor with

a letter from the General Manager or his authorized representative/consultant notifying the Vendor that the sealed submittal was received after the due date and time.

- 4 After the sealed submittals are received, the sealed submittals will be secured in the administrative offices of the District for safekeeping until the sealed submittal opening date. The submittals are to be received sealed and shall remain sealed until opened on the advertised date and time by the General Manager or his authorized representative in a public forum.

In the event a sealed submittal is opened inadvertently, the District's General Manager, Assistant General Manager or Office Manager will witness that the details of the submittal were not reviewed, and that the submittal was sealed again immediately, and the incident documented.

F. Evaluation Process. The General Manager or his authorized representative/consultant will evaluate all sealed submittals with the assistance of an evaluation committee appointed by the Board of Commissioners or a Manager. Any such committee shall serve as an advisory body only and shall have no power to bind the District, or its Board of Commissioners, to adopt the recommendation of the committee. The General Manager or his authorized representative/consultant shall communicate the results of the evaluation by the evaluation committee to the Board of Commissioners.

G. Selection Process. In accordance with Section 2254.004 of the Professional Services Procurement Act, in procuring architectural, engineering, or land surveying services, the District shall:

- 1 First select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
- 2 Then attempt to negotiate with that provider a contract at a fair and reasonable price.

H. Next Most Highly Qualified Provider. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the District shall:

- 1 Formally end negotiations with that provider.
- 2 Select the next most highly qualified provider.
- 3 Attempt to negotiate a contract with that provider at a fair and reasonable price.
- 4 The District shall continue the process described above to select and negotiate with providers until a contract is entered into.

XIII. EXEMPTIONS TO THE COMPETITIVE PURCHASING PROCESS

- A. Section 49.278 of the Texas Water Code.** Unless otherwise directed by the District's Board of Commissioners, the following goods and services are exempt from the competitive purchasing process:
1. Equipment, materials, or machinery purchased by the District at an auction that is open to the public.
 2. Contracts for personal or professional services or for a utility service operator under a General Services Agreement.
 3. Contracts for services or property for which there is only one source or for which it is otherwise impracticable to obtain competition.
 4. High technology procurements.
 5. Contracts for the purchase of electricity for use by the District.
 6. Contracts for services related to compliance with a state or federal construction storm water requirement, including acquisition of permits, construction, repair, and removal of temporary erosion control devices, cleaning of silt and debris from streets and storm sewers, monitoring of construction sites, and preparation and filing of all required reports.

XIV. PROCUREMENT OF GOODS/SERVICES UNDER FEDERAL LAW

- A. Compliance with Federal Law.** Notwithstanding any other provisions in this Purchasing Manual, in any and all instances in which the District is purchasing goods or services under a federal award or by using federal funds, the District shall comply with all federal law, rules and regulations, including, but not limited to all applicable portions of 2 CFR Part 200. Specifically, in the procurements of all goods or services under a federal award or involving the use of federal funds, the District shall comply with 2 CFR, Sections 200.318 thru Section 200.326, which sections are incorporated into this Manual by reference as if set forth in full, and with all other applicable federal laws, rules and regulations.
- B. Deviation from Standards.** To the extent that any provision of this Manual conflicts with any provision of 2 CFR 200.318 through 2 CFR 200.326, or any other applicable federal law, rule or regulation, those sections of federal law, rule or regulation shall prevail, and the General Manager or his authorized representative shall procure goods and services for the District pursuant to the aforementioned applicable federal law, rule or regulations.