



CITY COUNCIL AGENDA

Monday, February 03, 2025 at 6:00 PM

City Hall – Council Chambers, 200 North Fifth, Crockett, TX 75835

Dr. Ianthia Fisher, Mayor

Dennis Ivey, Council Member
Darrell Jones, Council Member
NaTrenia Hicks Council Member
Elbert Johnson, Council Member
Mike Marsh, Mayor Pro Tem

John Angerstein, City Administrator
Mitzi Stefka, City Secretary
William Pemberton, City Attorney
Clayton Smith, Police Chief
Jason Frizzell, Fire Chief

Notice is hereby given of a **JOINT** meeting of the City Council of Crockett and Crockett Economic & Industrial Development Corporation to be held on **MONDAY, FEBRUARY 3, 2025 at 6:00 PM** at City Hall – Council Chambers, 200 North Fifth, Crockett, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

OPEN MEETING WITH INVOCATION AND PLEDGE

RECOGNITION OF VISITORS

COMMENTS FROM AUDIENCE OR COUNCIL *(At this time, anyone will be allowed to speak on City related matters only; no personal matters or matters under litigation will be allowed. The length of time may not exceed three (3) minutes. NO Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.)*

APPROVAL OF MINUTES

1. REGULAR SESSION: JANUARY 27, 2025

BUSINESS

2. CONSIDER AND APPROVE A RESOLUTION CALLING FOR THE REGULAR ELECTION OF COUNCIL MEMBERS IN PRECINCTS 1, 2 AND MAYOR IN AND FOR THE CITY OF CROCKETT, TEXAS
3. CONSIDER AND APPROVE ELECTION SERVICES CONTRACT WITH HOUSTON COUNTY
4. CONSIDER AND APPROVE RESOLUTION NOMINATING A CANDIDATE TO FILL POSITION FOR THE BOARD OF DIRECTORS FOR THE HOUSTON COUNTY APPRAISAL DISTRICT UPON THE RESIGNATION OF MR. W.F "RED" KITCHEN
5. CONSIDER AND APPROVE LEASE AGREEMENT BETWEEN CROCKETT ECONOMIC DEVELOPMENT CORPORATION AND DEEP EAST TEXAS LOCAL WORKFORCE DEVELOPMENT BOARD, INC. DBA WORKFORCE SOLUTIONS DEEP EAST TEXAS AT 1505 SOUTH FOURTH ST, CROCKETT TEXAS

EXECUTIVE SESSION

6. GOV.CODE 551.071: CONSULTATION WITH ATTORNEY REGARDING JAMES GENTRY LAWSUIT AND WOODROW JONES LAWSUIT AND REGARDING MATTERS RELATED TO CROCKETT ECONOMIC & INDUSTRIAL DEVELOPMENT CORPORATION WIND UP

RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION, IF ANY, ON EXECUTIVE ITEMS

7. CONSIDER AND APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROCKETT TEXAS ACCEPTING AND APPROVING A TERMINATION AND DISTRIBUTION OF ASSETS PLAN FOR THE CEIDC; APPROVING AN INTERLOCAL AGREEMENT WITH THE CEIDC; AUTHORIZING THE PREPARATION AND

EXECUTION OF ALL DOCUMENTS NECESSARY TO ACCOMPLISH THE CEIDC WINDUP AND DISSOLUTION IN ACCORDANCE WITH STATE LAW

ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Crockett will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Mitzi Stefka, City Secretary, at 936-544-5156.

CERTIFICATION

I certify that a copy of the February 3, 2025 agenda of items to be considered by the Crockett City Council was posted for viewing at Crockett City Hall on January 31, 2025 before 5:00 PM.

Mitzi Stefka, City Secretary

I certify that the agenda items to be considered by the City Council was removed from the City Hall window on the ____ day of _____, 2025. _____ Title _____

MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 27th DAY OF JANUARY 2025 IN THE CITY HALL COUNCIL CHAMBERS, LOCATED AT 200 NORTH FIFTH IN THE CITY OF CROCKETT, HOUSTON COUNTY TEXAS AT 6:00 P.M.

THE COUNCIL MET IN REGULAR SESSION WITH THE FOLLOWING MEMBERS PRESENT: IANTHIA FISHER, DENNIS IVEY, DARRELL JONES, NATRENIA HICKS, ELBERT JOHNSON & MIKE MARSH. CITY OFFICIALS PRESENT: CITY ADMINISTRATOR JOHN ANGERSTEIN, CITY SECRETARY MITZI STEFKA, ASSISTANT CITY ADMINISTRATOR LEE STANDLEY, POLICE CHIEF CLAYTON SMITH, AND FIRE CHIEF JASON FRIZZELL.

OPEN MEETING WITH INVOCATION AND PLEDGE

Mayor Fisher called the formal session open. Council member Hicks gave the invocation, all joined in the pledge.

RECOGNITION OF VISITORS

Mayor Fisher recognized all visitors present and announced the joint meeting with Crockett Economic and Industrial Development Corporation Board of Directors.

COMMENTS FROM AUDIENCE OR COUNCIL *(At this time, anyone will be allowed to speak on City-related matters only; no personnel matters or matters under litigation will be allowed. The length of time may not exceed three minutes. NO Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.)*

- Kat Cross – Requested more detailed information from city government.
- John Jenkins – Announced petition for alcohol permit and requested assistance with utility easement.

APPROVAL OF MINUTES

1. REGULAR SESSION: JANUARY 6, 2025

Council member Hicks made a motion to approve the minutes of the regular session on January 6, 2025. Council member Johnson seconded the motion. Motion passes 5-0.

REPORTS

2. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR DECEMBER 2024

Chief Smith reported for the month of December 2024: 16 total manpower, 2,389 total manpower hours, 376 total calls and 11 total accidents. A breakdown of the criminal report is included in the packet. He then reported the receipt of grant funds from the Texas Governor's Office, the Department of Homeland Security, and private donations for the purchase of body-worn cameras, rifle-rated ballistic shields/body armor, license plate readers, respirators & ballistic helmets. He also announced the department would

take delivery of three (3) new patrol vehicles next week. Chief Smith then presented a crime rate report for the City of Crockett.

3. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR DECEMBER 2024

Chief Frizzell reported for the month of December 2024 the following: 60 calls. A breakdown is included in the packet.

EXECUTIVE SESSION

Prior to closing the regular session and convening the executive session, Council member Hicks made a motion to place agenda items 4 & 6 on the table due to the absence of the consulting attorney. Council member Jones seconded the motion. Motion passes 5-0.

4. GOV. CODE 551.071: CONSULTATION WITH ATTORNEY REGARDING MATTERS RELATED TO CROCKETT ECONOMIC & INDUSTRIAL DEVELOPMENT CORPORATION WIND UP

Item placed on the table in prior motion.

5. GOV. CODE 551.074: PERSONNEL MATTERS. DELIBERATION ON APPOINTMENT OF CITY ATTORNEY

Mayor Fisher stated Council would convene into Executive Session per Gov. Code 551.074: Personnel Matters. Deliberation on Appointment of City Attorney. Time was 6:41 P.M.

RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION, IF ANY, ON EXECUTIVE ITEMS

Mayor Fisher reconvened the meeting into open session. Time was 7:06 P.M. She announced the resignation of William Pemberton as city attorney and stated that items 4 & 6 would be placed on the agenda of the next meeting if circumstances allow.

BUSINESS

6. CONSIDER AND APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROCKETT TEXAS ACCEPTING AND APPROVING A TERMINATION AND DISTRIBUTION OF ASSETS PLAN FOR THE CEIDC; APPROVING AN INTERLOCAL AGREEMENT WITH THE CEIDC; AUTHORIZING THE PREPARATION AND EXECUTION OF ALL DOCUMENTS NECESSARY TO ACCOMPLISH THE CEIDC WINDUP AND DISSOLUTION IN ACCORDANCE WITH STATE LAW

Item placed on the table in prior motion.

7. APPOINTMENT OF CITY ATTORNEY; AND CONSIDER AND APPROVE AGREEMENT FOR LEGAL SERVICES.

Council member Jones made a motion to appoint Donna Kaspar as city attorney for the City of Crockett and to approve an agreement for legal services. Council member Hicks seconded the motion. Motion passes 5-0.

ADJOURNMENT

Without objection, Mayor Fisher adjourned the meeting at 7:12 P.M.

Dr. Ianthia Fisher, Mayor

ATTEST:

Mitzi Stefka, City Secretary

RESOLUTION NO. R-02-25

A RESOLUTION CALLING FOR THE REGULAR ELECTION OF COUNCIL MEMBERS IN PRECINCTS 1, 2 AND MAYOR IN AND FOR THE CITY OF CROCKETT, TEXAS;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROCKETT, HOUSTON COUNTY, TEXAS:

WHEREAS, a Municipal Election be held in the City of Crockett, Texas, on Saturday, May 3, 2025, with polls open from 7:00 AM to 7:00 PM for the election of three members of the City Council, being Precincts 1, 2 and Mayor; and

WHEREAS, early voting by personal appearance be conducted each weekday at: Houston County Senior Citizen Center, 716 Wells Street, Crockett, TX 75835 between the hours of 9:00 a.m. and 6:00 p.m. beginning on April 22, 2025 and ending on April 29, 2025; and

WHEREAS, applications for ballot by mail shall be mailed to: Houston County Elections Administrator – Cynthia Lum, 401 E. Goliad Avenue, Crockett, TX 75835. Email: election@co.houston.tx.us. All applications for ballots by mail must be received no later than the close of business on April 22, 2025: and

WHEREAS, said election shall be held and conducted at the following locations:

PRECINCT #1 – All Saints Episcopal Church Annex – 1301 E. Houston Ave.
 PRECINCT #2 – Grace Lutheran Church – Fellowship Hall – 925 W. Loop 304
 PRECINCT #3 - Crockett Jr. High School – 1500 W. Loop 304
 PRECINCT #4 – Crockett Administration Building – 1400 W. Austin
 PRECINCT #5 – Sr. Citizens Center – 716 Wells Street

WHEREAS, notice of said election shall be given as required by law, and that a copy of this Resolution shall serve as legal notice.

PASSED AND APPROVED this the 3rd day of February 2025.

 Dr. Ianthia Fisher, Mayor

ATTEST:

 Mitzi Stefka, City Secretary



2025 JOINT ELECTION AGREEMENT

Between the County of Houston and the Houston County Hospital District,
the Crockett, Kennard, Latexo and Lovelady Independent School Districts,
and the Cities of Crockett, Kennard and Lovelady

AND

ELECTION SERVICES CONTRACT

Between the County Election Officer
And the Political Subdivisions Listed Above Respectively

WHEREAS Texas Election Code Chapter 271, Joint Elections, authorizes two or more political subdivisions to enter into an agreement to hold their elections jointly in the election precincts that can be served by common polling places if the elections are to be held on the same day in all or part of the same territory; and

WHEREAS the County of Houston, Texas referred to as “County”, and each City, I.S.D. and Hospital District in Houston County, which are Local Political Subdivision District(s) of the County hereafter referred to as “LPS” shall hold their respective general elections on **Saturday, May 3, 2025**; and

WHEREAS the County Election Officer, Cynthia Lum, hereinafter referred to as the Elections Administrator (EA) or “Contracting Officer”, along with the Voter Registration/Elections Department she oversees, and by authority of Section 31.092(a) of the Texas Election Code, enters into this election services contract with each political subdivision holding their respective general election on **Saturday, May 3, 2025** for the conduct and supervision of; and

WHEREAS the County and the LPS(s) (*also referred to as participating authority(ies)/entity(ies), joint participants, political subdivisions*) represent that they have each adopted orders, resolutions or other official documents required by their respective governing bodies reciting the terms of this joint election agreement and the contract for election services; and

WHEREAS the County and the LPS(s) find that this joint election agreement and this election services contract will adequately and conveniently serve all voters in Houston County and will facilitate the orderly conduct of the elections; and

THEREFORE, the LPS(s) agrees as follows:

The Houston County Voter Registration/Elections Department, under the direction of the County Election Officer (EA), agrees to coordinate, supervise, and handle all aspects of administering the Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each participating authority agrees to pay Houston County for leasing the equipment, election supplies, services and administrative costs as outlined in this agreement. The EA will serve as administrator for the election; however, each participating authority remains responsible for the lawful conduct of their respective election.

1. Uniform Election Date.

Joint elections to be held **May 3, 2025**, unless canceled by certification of unopposed candidates under Section 2.051-2.053 of the Texas Election Code. If a political subdivision cancels its respective election pursuant to Section 2.053, the Contracting Officer shall be entitled to receive an administrative fee of \$75.00 [Section 31.100(d)] and shall prepare and submit an invoice for payment within 60 days after the unofficial notification of cancellation is received. Once the cancellation of the election is formally approved by the respective governing body, the political subdivision shall provide a copy of the certification of cancellation to the EA in order for it to be posted at each affected poll place on Election Day. Note: This Agreement does not include any provisions or costs associated with a subsequent runoff election. Any additional election, held on any day other than said uniform election date, will be subject to EA availability and a new contract.

2. Election Judges, Clerks and Other Election Information.

- a. The EA will be responsible for the appointment by Commissioners' Court of the presiding judge and an alternate for each polling location. The EA will arrange for training and compensation of all judges and clerks. If a person is unable or unwilling to serve, the EA will be responsible for the appointment of a replacement judge for the precinct and notify each participating authority affected by the change.
- b. The EA will take the necessary steps to ensure that all election judges appointed for the joint election are eligible to serve.
- c. The presiding judge for each election precinct appoints the election clerks, one of which must be the alternate judge, in the number determined/recommended by EA, and approved by Commissioners' Court/appoint authority. *The number of clerks may vary based on the type of the election(s), number of registered voters in the election precinct, if it's a combined voting box, number of ballots and/or split ballots in the election precinct, etc.* The presiding judge is responsible for ensuring the eligibility of each appointed clerk. The EA is available upon request to assist with eligibility questions and/or confirmations.
- d. The EA will conduct one or more election schools, and will notify the election judges/workers and each participating authority of the date(s), time(s), and place(s) of such school(s). Election judges and clerks will be paid at the per hour rate set by Houston County's Commissioners' Court per **Exhibit "A"** (for a minimum of 3 hours). EA will keep an attendance record of attendees. Election workers who work during the election and have completed this training will receive **\$8.00** per hour for attendance.
- e. The election judges are responsible for picking up election supplies at the time and place determined by the EA. Election judges and clerks will be paid at the per hour rate set by Houston County's Commissioners' Court per **Exhibit "B"**. The election judge will receive an additional **\$25.00** for picking up the election supplies prior to Election Day and for delivering election returns and supplies to the Central Counting Station on Election Night.
- f. The EA will employ other personnel necessary for the proper administration of the election, including temporary staff, as is necessary to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of early voting and for Election Day, and for the efficient collection of precinct supplies on election night at the central accumulation station. This temporary, election personnel will be paid at the per hour rate set by Houston County's Commissioners' Court per **Exhibit "B"**, for election clerks and as agreed upon by the participating authorities.

3. Voting Equipment.

- a. The EA will provide voting machines and equipment, at the rental rate set by Houston County's Commissioners' Court per **Exhibit "C"**, prepare them for use in the election including logic and accuracy testing, and arrange to have them transported (*or transport them*) to and from the early voting location(s) and the Election Day polling places. A testing board (consisting of at least two persons), overseen by the County Election Officer, has been established and will consist of the Central Counting Station Judge, the Tabulation Supervisor and/or the Assistant Tabulation Supervisor.
- b. The Voting System to be used in the election and any runoff election will be the **ExpressVote and the DS450 Tabulation Machine.**

4. Election Supplies.

The EA will arrange for all necessary election supplies, including but not limited to ballots, election forms, maps, and supplies for election judges, ballot boxes, voting booths, transfer cans, electronic poll books (as available) and accessories, etc. and if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

The EA will combine election forms and records in a manner convenient and adequate to record and report the results of the election for each of the participating entities as prescribed by Section 271.009 of the Texas Election Code. This includes the use of a single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place (Section 271.007 Texas Election Code).

Each participating entity will remain the filing authority for applications for a place on the ballot respectively and shall furnish to the EA a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and in Spanish per **Exhibit "E"**. The list will be delivered to the EA as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's candidates and/or propositions. The EA will order programming and ballots based on the ballot approval of each participating authority. In the event, a participating authority approved a ballot containing an error, that authority will be solely, financially responsible for all replacement costs of the programming and ballots, along with any additional related expenses (i.e. shipping, etc.).

The EA will be responsible for procuring the election supplies for an election. The ballot allocation will be in accordance to Section 51.005 of the Texas Election Code. In the case of a Local Option Election, the ballot allocation will be in accordance to Title 17, Section 501.104 of the Texas Election Code. However, the final ballot order will be calculated and authorized by the EA to ensure sufficient supplies without excessive waste.

5. Election Notices and other Pre-Election Matters.

***RULING** - Effective June 25, 2013, United States Supreme Court ruled Section 5 of The Voting Rights Act of 1965 "unconstitutional" – based on this ruling, we've been advised by the Secretary of State's Office that changes in voting procedures no longer require approval or "preclearance" by federal authorities known as the Department of Justice. At this time, the language will remain in the Joint Election Agreement (4.a.) however we have suspended the submission for preclearance to the DOJ as instructed until further notice.*

- a. Each authority will post their respective election orders and public election notices; and provide a copy of the orders and notices with the EA and those issued by EA to each participating authority.
- b. The EA will select, with Commissioners' Court approval, and arrange for the use of all voting locations. Voting locations will be, whenever possible, the usual, *Court/DOJ approved* school voting locations for the precincts. In the event a voting location is not available or a change has been made for another reason, the EA will arrange for an alternate location or combine it with another and will notify each participating authority affected by the change. **The voting locations are listed in Exhibit "D" of this agreement.** The EA will notify each participating authority of any changes from the locations listed in Exhibit "D".

6. Early Voting.

- a. All participating entities agree to conduct their early voting jointly (Section 271.006 of the Texas Election Code). **Cynthia Lum**, the County Election Officer, is the Early Voting Clerk (EVC) as established by Secs. 83.002 and 83.006 of the Texas Election Code. **Gail Thompson** is appointed Deputy Early Voting Clerk (DEVK) for the joint early voting approved by Commissioners' Court, as with respect to early voting in person and voting by mail. Additional clerks may be appointed by the EVC/DEVK as needed to assist in the conduct of the election.
- b. The joint early voting will be conducted at the early voting poll place of the County at the **Houston County Senior Citizens Center** (reference Section 6d for specific details) and at minimum, will be the hours that the early voting clerk regularly conducts early voting and if applicable, will be extended to include any extended or weekend hours.
- c. The EVC/DEVK may appoint additional clerks for early voting by personal appearance/voting by mail as needed to assist in the conduct of the election.
- d. Early voting will be conducted at the following locations:

Early Voting: **Houston County Senior Citizens Center, 716 West Wells, Crockett, TX 75835**

Dates: **April 22nd – April 29th, Monday thru Saturday**

Times: **9:00 am – 6:00 pm**

POSSIBLE EXCEPTION(S); by petition or agreement:

There MAY be additional branch locations opened during early voting:

There MAY be twelve-hour day(s) during early voting:

– Early Voting Hours 7:00am – 7:00pm

There MAY be additional weekend voting during early voting:

Sunday, April 27th – Early Voting Hours 12:00pm – 5:00pm

- a. The Early Voting Ballot Board (EVBB), consisting of a presiding judge, an alternate judge and at least three other members depending on type of election(s), will be appointed by the County Election Board in even numbered years and in odd numbered years Commissioners' Court appoints the EVBB Judge and alternate judge only (*name submitted by applicable party chair*). The presiding judge is responsible for appointing election clerks and for their eligibility. The EA is available upon request to assist with eligibility questions and/or confirmations.
- b. The presiding election judges & clerks of the EVBB will be paid at the per hour rate set by Houston County's Commissioners' Court per **Exhibit "B"**. Per Sec. 87.005(b) of TEC EVBB members will be compensated for a minimum of **5** hours of service, regardless of number of hours worked.

7. Election Day.

- a. The EA will monitor all polling locations on Election Day for adequate supplies, operating voting systems, voter check-in assistance, qualifying the voter, etc.
- b. As required by law, the EA will be open on Election Day and also available by phone, cell phone, e-mail, and instant messaging (via electronic poll books, if in use) to assist all election workers and participating authorities.

8. Returns of Elections.

- a. The EA is responsible for establishing and operating the central counting station (CCS) in accordance with the provisions of the Texas Election Code and this agreement. The CCS is overseen by the Appointed CCS Judge, the Assistant Judge, County Election Officer/Central Counting Station Manager, appointed by Commissioners' Court, with the assistance of the Tabulation Supervisor, the Assistant Tabulation Supervisor, along with numerous appointed Receiving Clerks based on the type of election, complexity of the election, etc.
- b. On election night, as precinct returns arrive for processing, the EA will provide timely cumulative reports of election results as soon as the returns are processed, accumulated and the initial reconciliation is completed. The EA will be responsible for releasing cumulative totals, reflecting precinct returns via a "media report"/ "summary report" to include early voting and election day, to the joint participants, candidates, media, and general public by distribution of hard copies and/or electronic transmittals. Houston County will operate an Election Results Center to release election results in the Houston County Commissioners' Courtroom Building located at 401 East Goliad Avenue, outside of the Annex Building.
- c. On election night, the EA will have a designated area set up in the Central County Station to accommodate one representative from each participating entity to observe the election results center operation and receive election results. Specific instructions regarding recommended arrival time, entrance access, etc. will be sent out via email (as provided) to each participating entity before Election Day as instructions may vary with each election.
- d. The EA will be responsible for entering election night returns electronically as required by the Secretary of State's Office.
- e. The EA will prepare, after Election Day, the unofficial canvass report after all precinct returns have been accumulated, and will make available a copy of the unofficial precinct returns for canvassing to each participating authority as soon as possible after all returns, provisional and mail ballots have been tabulated; the unofficial precinct returns will be available by 12:00 noon on **Tuesday, May 13, 2025**.
- f. All participating authorities will be responsible for canvassing their respective election returns. As stated in Section 271.012 of the Texas Election Code, the presiding officer of the canvassing authority of each participating entity shall issue certificates of election to candidates elected in the joint election to offices of political subdivisions. *Please refer to the publication provided by the Elections Division of the Secretary of State's Office titled "Canvassing Elections and Qualification for Public Office" for an outline summarizing Texas case law and statutes relating to canvassing and reporting official election returns, as well as the laws specifying how candidates take office upon election.*
- g. The EA will be responsible for conducting the post-election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Each political subdivision must notify the EA if waiver has been granted or denied upon receipt of notification from the Secretary of State. The EA will post required notice of recount and may require a representative of each participating authority to be present and if necessary, assist with the recount process.
- h. Each participating authority is responsible for entering their respective official (canvassed) election results precinct return reporting, also known as the Vote Count List, as required by the Secretary of State.

9. Records of the Election.

- a. The Contracting Officer (County Election Officer) shall serve as the general custodian of election records in accordance with Section 271.010 of the Texas Election Code. However, each participating entity will be the custodian and responsible for pre-election and post-election records for their respective elections to include but not limited to election orders, public election notices, applications for a place on the ballot, candidate drawing documents, along with canvassing records and certificates of election, etc.
- b. Election records will be available to each participating authority as well as to the public in accordance with the Public Information Act, Chapter 552 of the Texas Government Code and Chapter 66 of the Texas Election Code.
- c. Records of the election will be retained and disposed of in accordance with the records retention schedule adopted by the Houston County Elections Officer, and accepted by the Texas State Library and Archives Commission on July 1, 2020 and in accordance with Chapter 66 of the Texas Election Code. The preservation period for non-federal elections is 22 months after Election Day. (Sec.66.058)
- d. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the EA will maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the EA any notice of any pending contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.
- e. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, the EA shall supply a written cost estimate for storage to requesting participant.

10. Election Expenses.

- a. The participating authorities mutually agree to pay the actual expenses attributable to their portion of the programming, coding, and ballot layout costs. Programming of voting equipment owned by Houston County is prepared by Election Systems and Software (ES&S).
- b. The participating authorities mutually agree to have the contracting officer prepare and mail all ballots by mail to Voters for FPCA/Absentee Ballot request at cost (estimated at \$4.00) per application.
- c. The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.
- d. The participating authorities mutually agree to share election expenses incurred, including but not limited to, the costs and expenses of election supplies, newspaper publication of the testing notice, air cards for electronic poll books, logic and accuracy testing, voting machines and equipment transportation, absentee voting expenses, and other election related expenses.
- e. The participating authorities mutually agree to share the cost of all election personnel including overtime (*excluding the Contracting Officer*). This will include the Early Voting clerks, Election Day workers, Early Voting Ballot Board, along with any temporary employees hired to assist with delivery of equipment and supplies, and election workers at the central accumulation station, etc. On Election Day, only the political subdivisions sharing that polling location will equally split the personnel cost. Any hours worked over forty (40) hours per week by the full-time employees of the EA (*shall be monitored and authorized by the County Election Officer*) beginning the Friday immediately before early voting begins and concluding the Friday following Election Day, due to the complexity of the elections, will be paid at one and one half (1 ½) time his/her regular rate and will be a shared cost by all participating authorities.

- f. The participating authorities mutually agree to lease the county-owned election equipment in accordance with Section 123.032 of the Texas Election Code. The voting system to be used in the election is the ES&S Model DS450 Tabulation Scanner and the ES&S ExpressVote. At minimum, one accessible voting system, the ES&S ExpressVote, will be provided at each poll location. Early voting equipment will be shared by participating entities. However, on Election Day, only the political subdivisions sharing that polling location will equally split the cost to lease the equipment at that location. On Election Night, the political subdivisions will equally split the cost to lease the DS450 Tabulation Scanner to count the ballots.
- g. The participating authorities mutually agree to pay an administrative fee to the county election officer for election services performed not to exceed 10% of the total cost of the election, but may not be less than \$75.00, as authorized by Section 31.100(d) of the Texas Election Code.
- h. The participating authorities mutually agree to pay Houston County within thirty (30) days of receipt of the invoice.

11. Estimated Cost of Services.

- a. A cost estimate for election expenses is set forth in **Exhibit “F”**, attached hereto and made part of this contract. The Contracting Officer agrees to advise the LPS if it becomes apparent that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses as set forth in **Exhibit “F”**.
- b. The participating authorities agree to provide a down payment of 75% of the estimated LPS expense no later than **10 days after sinigang the contract** for the election and acknowledges that the County will reimburse any monies not used to cover the actual cost incurred by the LPS for the election.

12. Waiver of Damages.

The Participating Authorities acknowledge that the electronic voting system and the programming of paper ballots is highly technical and that it is conceivable that despite the effort of the Voter Registration/Elections Department it might fail during an election or might contain errors. The Participating Authorities agree that should the electronic voting system fail, the Participating Authorities will not make any claim against the County of Houston, the elected officials signed herein, or any of their employees, or agents for damages of any kind, including but not limited to damages incurred for having to conduct a second election caused as a result of such failure or error.

The Participating Authorities acknowledge that joint elections present logistical problems and other problems over and above elections that may be conducted individually. The County of Houston, the elected officials signed herein, or any of their employees, or agents will use their best efforts to help ensure that a joint election will be conducted without error or mishap, but on occasion, errors or mishaps occur. Accordingly, the Participating Authorities agree that should an error or mishap occur they will not make any claim against the County of Houston, the elected officials signed herein, or any of their employees, or agents for damages of any kind including but not limited to damages incurred for having to conduct a second election, as a result of such error or mishap.

To the extent possible by law, if legal action is filed against any of the Participating Authorities involving its’ respective election and if, the County and/or the elected officials signed herein or any of their employees, or agents, is named as a party to this legal action and the complaint is based solely on allegations made against that particular political subdivision, then that political subdivision, Participating Authority, shall be solely responsible for the costs and defense of that suit and shall be authorized to provide counsel of its choice for the County and/or the elected officials signed herein or any of their employees, or agents.

The EA will print multiple original documents and facilitate the coordination between the participating authorities and their respective governing bodies in order for each to have an original, signed and completed contract for each authority’s records. The EA shall file a copy of this executed contract with the County Treasurer, County Judge, and County Auditor.

SIGNED AND ENTERED into this joint agreement 15th day of February, 2025 in duplicate originals.

HOUSTON COUNTY

Cynthia Lum, *County Election Officer*

HOUSTON COUNTY HOSPITAL DISTRICT

Barbara Crowson, *President*

LATEXO INDEPENDENT SCHOOL DISTRICT

Michael Woodard, *Superintendent*

CITY OF CROCKETT

Dr. Iantha Fisher, *Mayor*

CROCKETT INDEPENDENT SCHOOL DISTRICT

Dr. Douglas Moore, *Interim Superintendent*

CITY OF LOVELADY

Byron Shoemaker, *Mayor*

LOVELADY INDEPENDENT SCHOOL DISTRICT

Wendy Tullos, *Superintendent*

CITY OF KENNARD

Donald Lamb, *Mayor Pro Tem*

KENNARD INDEPENDENT SCHOOL DISTRICT

Jonathan “Chad” Smith, *Superintendent*

Note: the signature page will be modified to include the County and each participating entity separately for the ease of coordination between participating entities and their respective governing bodies

*Exhibit A – Poll Worker Training
Exhibit B – Poll Worker Pay
Exhibit C – Equipment Rental Fees*

Exhibit D – Polling Locations
Exhibit E – Ballot Language
Exhibit F – Election Cost Estimate

Item 3.

EXHIBIT A

POLL WORKER TRAINING RATES
as prescribed by
HOUSTON COUNTY COMMISSIONER'S COURT
Effective September 10, 2019

Poll workers, who attend and completes a training seminar/class held by the Elections Administrator, shall be paid at the rate of \$8.00 per hour as set by County Commissioners' Court under Sec. 32.114 (e) of the Texas Election Code.

EXHIBIT B

POLL WORKER SALARY RATES
as prescribed by
HOUSTON COUNTY COMMISSIONER'S COURT
Effective February 14, 2023

COMPENSATED FEES

A fee of \$25.00 is received by the Judge or clerk who picks up and delivers the precinct election supplies as set by County Commissioners' Court under Sec. 32.092 of the Texas Election Code.

WORKERS PAY

\$14.00 per hour for Election Judges, Tabulation Supervisors and Early Voting Ballot Board.

\$13.00 per hour for Alternate Election Judges and Assistant Tabulation Supervisors.

\$12.00 per hour for Clerks, Deputy Early Voting Clerks and Central Counting Station Clerks.

NUMBER OF HOURS

On Election Day workers will be paid per hour with a 1 hour minimum and a 15 hour maximum.*

Central Counting Station personnel will be paid per hour with a 1 hour minimum and a 10 hour maximum.*

Early Voting Ballot Board will be paid per hour with a 5 hour minimum and a 10 hour maximum.*

Worker compensation rates and hours are set by County Commissioner's' Court under Sec. 32.091 and 87.005 of the Texas Election Code.

EXHIBIT C

EQUIPMENT RENTAL RATES
as prescribed by
HOUSTON COUNTY COMMISSIONER'S COURT
Effective July 12, 2019

\$75.00 County Commissioner's Court approved rental rates for electronic voting equipment. Please note that the rates are a "per election" rate and a new contract would be required for any run-off election.

Please keep in mind that the Texas Election Code provides for exceptions to certain subdivisions regarding electronic accessibility units. Details may be found under section 61.012 & 61.013.

Early Voting Locations and Hours

April 22, - April 29, 2025

Hours 9:00 am – 6:00 pm

Houston County, Texas

Main Early Voting Location	Address	City/State	Days	Hours
Houston County Senior Citizen Center	716 W. Wells Street	Crockett, TX	Mon. – Sat.	9:00am – 6:00pm

Election Day Polling Locations

May 3, 2025

Hours 7:00 am – 7:00 pm

Houston County, Texas

School District	Voting Location	Address	City/State
Crockett 1	All Saints Episcopal Church Annex	1301 E. Houston Avenue	Crockett, TX
Crockett 2	Grace Lutheran Church – Fellowship Hall	925 W. Loop 304	Crockett, TX
Crockett 3	Crockett Jr. High School	1500 W Loop 304	Crockett, TX
Crockett 4	Crockett I.S.D. Administration building – Cafetorium	1400 W. Austin Street	Crockett, TX
Crockett 5	Houston County Senior Citizen Center	716 W. Wells Street	Crockett, TX
Grapeland / Elkhart	Grapeland Senior Citizens Center	112 Church Street	Grapeland, TX
Lovelady / Groveton	Lovelady Community Center – Building 2	124 W. Cox Street	Lovelady, TX
Latexo	Wilcox Community Center	350 FM 2663	Latexo, TX
Kennard	First Baptist Church Kennard	300 Carson Street	Kennard, TX

All early voting locations and the above highlighted precincts will be shared with all parties

EXHIBIT E

Ballot Language as provided by LPS

Effective March 04, 2025

Date Submitted: 03/04/25 Submitted by: Mitzi Stefka Date Received: 03/04/25

Entity Name – English City of Crockett General Election

Entity Name – Spanish Elecciones generales de la ciudad de Crockett

Office Sought – English Mayor

Office Sought – Spanish Mayor

Candidate Name _____

Office Sought – English District 1

Office Sought – Spanish Distrito 1

Candidate Name _____

Office Sought – English District 2

Office Sought – Spanish Distrito 2

Candidate Name _____

Number of votes per race: 1

(For example, If conducting a race for School Board Trustee positions, will voter be able to choose more than one candidate? If yes, how many may an individual voter choose?)

**ESTIMATED ELECTION EXPENSES FOR A JOINT ELECTION FOR
2025 CITY OF CROCKETT BOARD ELECTION
 IN HOUSTON COUNTY, TX**

City of Crockett Estimate			
Description	Election Total	Discount	Invoice Total
ES&S Programing & Supplies	\$ 4,699.56	\$ 3,165.52	\$ 1,534.04
Mail, New Paper Publications & Miscellaneous	\$ 1,464.41	\$ 1,052.45	\$ 411.96
Training, Personnel & Rentals	\$ 9,253.50	\$ 6,496.50	\$ 2,757.00
Election Cost Subtotal	\$ 15,417.47		\$ 4,703.00
County Election Services Contract Fee = 10% of total cost of election			\$ 470.30
Total Cost Election	\$ 15,417.47		\$ 5,173.30
75% Down Payment Due by 02/24/2025	\$ 3,879.98		\$ -
		Invoice Total	\$ 5,173.30
		Amount Paid	\$ -
		Balance Due	\$ 5,173.30

THE STATE OF TEXAS
COUNTY OF HOUSTON
CITY OF CROCKETT

RESOLUTION NO. R-02B-25

WHEREAS, the City of Crockett, Houston County, Texas is a participant in Houston County Appraisal District; and

WHEREAS, the City has been notified that it may submit from one name for membership on the Board of Directors of the Houston County Appraisal District;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Crockett that the following nomination be considered at the upcoming election of the Houston County Appraisal District:

APPROVED at a City Council Meeting on February 3, 2025.

Dr. Ianthia Fisher, Mayor

ATTEST:

Mitzi Stefka, City Secretary



INTERLOCAL AGREEMENT
between
DEEP EAST TEXAS LOCAL WORKFORCE DEVELOPMENT BOARD,
INC.
dba WORKFORCE SOLUTIONS DEEP EAST TEXAS
and
CROCKETT ECONOMIC & INDUSTRIAL DEVELOPMENT
CORPORATION

THIS AGREEMENT, executed by and between the Crockett Economic & Industrial Development Corporation (Operator) and the Deep East Texas Local Workforce Development Board, Inc. dba Workforce Solutions Deep East Texas (Tenant).

WITNESSETH:

1. **LEASED PREMISES:** In consideration of the covenants, conditions and stipulations herein contained, Operator does hereby lease, demise and let unto Tenant the following described real property and premises located at 1505 South 4th Street, Crockett, Texas, containing approximately 1,750 square feet. Operator represents and warrants to Tenant that the Premises is free and clear of any liens or encumbrances that may interfere with Tenant's use and possession of the Premises as contemplated hereby.
2. **TERM:** The term of this agreement shall begin on January 1, 2025, and shall terminate on January 31, 2025, with the option to renew on a month-to-month basis until review and approval of an annual contract has been completed.
3. **SPACE COST REIMBURSEMENT:** In lieu of rent, Tenant shall reimburse Operator for cost of the use of space as described in item 1, and at a prorated share of the cost of electric, water, sewer, gas, and grounds maintenance based on the ration of the square footage of Tenant's space to the total square footage of the Houston County Higher Education and Technical Training Center. (See Appendix "A")

Operator shall send itemized bill (invoice) to Tenant each quarter for reimbursement of costs as outlined in item 5 to: Deep East Texas Local Workforce Development Board, Inc.; Attn: Finance Department; 415 S. First Street, Suite 110B, Lufkin, Texas 75901.

- 4. MAINTENANCE & COMMON AREA:** The performance of Tenant's obligations shall be conditioned upon Operator's covenanting and performing as follows:
- a. Operator shall keep all common areas and parking in safe, clean and well-repaired condition. Operator shall at all times furnish equipment for heating, lighting, plumbing and air conditioning in the premises and shall be responsible for the entire cost of repairs and replacement of all such equipment.
 - b. Tenant agrees to acquire signage that meets the uniform specifications required by the Operator. Signage will be professionally constructed and of appropriate size and placement so as to not distract from the overall exterior appearance of the facility. Signage will be at Tenant's expense, and placement and size must be approved by the Operator and Owner.
 - c. Tenant shall take care of the subleased premises and its fixtures and suffer no waste, and Tenant shall, at the end or expiration of the terms hereof, deliver up said premises in good order and condition; normal wear and tear, natural deterioration and damage by fire, acts of God, latent defects and the elements only excepted.
 - d. Tenant shall, in case of fire or total or partial destruction by acts of God, or because of latent defects, give immediate notice to Operator, who shall thereupon cause the damage to be repaired forthwith; but if the premises be deemed by Operator or the Tenant to be so unfit for occupancy, or if the Owner shall decide not to rebuild or remodel said property, the Agreement shall cease and the rent to be paid to the time of the fire or other acts as described above. Accordingly, the Operator bears all risk of loss and all responsibility for insuring the Premises against loss from fire, total or partial destruction by acts of God or because of latent defects.
 - e. Operator will be responsible for all landscaping and yard maintenance, including mowing, trimming and edging.
- 5. UTILITIES:** Operator agrees to provide and maintain the mains, conduits, and other facilities necessary to supply water, gas, electricity, and sewer service to the premises. Tenant agrees to pay prorated share of the electric, water, sewer, gas, and grounds maintenance based on the ratio of the square footage of Tenant's space to the total square footage of the facility to be set at 12 percent (12%) of total costs. (See Appendix "A") Tenant shall be responsible for its own telephone service and internet connectivity.
- Operator is not liable for interruptions in utility services due to fire, acts of God, or other causes beyond its control, nor is it liable for interruptions occasioned by the need to make alteration, repairs, or improvement to premises.
- 6. HOLDING OVER:** It is agreed and understood that any holding over by the Tenant of the hereby premises after the expiration of the Agreement shall be on month-to-month terms as long as mutually agreed to by the Operator.

7. **USE OF PREMISES:** It is agreed that Tenant may use the premises for the purpose of workforce development activities only.
8. **ASSIGNMENT AND SUBLETTING:** Tenant may not assign, mortgage, pledge or encumber this Agreement or sublet all or any part including equipment and fixtures of the premises excepting assignments or subleases to other entities who shall continue to operate the facilities for the terms of this agreement for the same uses and purposes as the Tenant and for which the subtenant or assignee shall be fully bound, without first obtaining the written consent of the Operator, which assignments shall be allowed. Operator will not unreasonably withhold its consent to other assignments, it is agreed that if Operator gives his written consent, Tenant will nevertheless remain liable for the performance for the obligations herein undertaken by Tenant including payment of rentals as provide herein.

As of the date of this Agreement, the Crockett Economic & Industrial Development Corporation is in the process of transferring assets to the City of Crockett. Upon completion of the transfer of assets, the City of Crockett will be assigned Operator of the aforementioned property and premises.

9. **DEFAULT:** The Tenant shall be deemed in default in the event that Tenant shall:
- a. Default in the prompt payment of space cost when the same is due and remains in violation of or continues to fail to make such payment for a period of thirty (30) days following the receipt of a written notice of such failure; or
 - b. Default in failure to perform any of the other convenience, conditions and agreements hereunder for a period of thirty (30) days following the receipt of written notification of Tenant's failure to comply herewith.

Upon such default by the Tenant, Operator may immediately re-enter the premises, by summary proceeding or by force or otherwise, without being liable for prosecution thereof, take possession of said premises and remove all persons there from. Upon re-entry of said premises, Operator may remove all or part of the personal property of Tenant thereon remaining and store it at some suitable place at Tenant's expense.

10. **TENANT'S INSURANCE:** At all times Tenant occupies the premises, Tenant shall, at its sole cost, carry and maintain comprehensive general liability insurance insuring the Operator and the Owner against claims for injury, wrongful death or property damage occurring in the demised premises with minimum policy limits of \$300,000 on account of bodily injuries to or death of one person, \$1,000,000 on account of bodily injuries to or death of more than one person as the result of any one accident or disaster, and property damage insurance with a minimum policy of \$25,000 per occurrence. Operator and Owner shall be named as an additional insured under the Tenant's insurance subject to the provisions of this Agreement. Tenant may provide the insurance herein required in any blanket policy or policies which it carries.

11. **PROPERTY TAXES:**

- a. **PERSONAL PROPERTY TAXES:** Tenant shall pay at its cost and expense all personal property taxes and assessments which may be levied by any governmental entity with respect to the lessee's merchandise inventory, trade fixtures or business operation.
- b. **REAL PROPERTY TAXES:** Operator is liable for all real property taxes, assessments and other levies or charges imposed by a governmental entity that are assessed or imposed in connection with the ownership, use, occupancy, or possession of all or any portion of the land, building, or other permanent improvements.
- 12. ALTERATIONS:** Tenant covenants that it will make no other structural alteration or improvements to the premises without written consent of the Operator, which shall not be arbitrarily or unreasonably withheld. Tenant is authorized to make such changes and additions that are not structural alterations as may be desired. Such alterations, changes or additions as may be made by Tenant shall be at the Tenant's expense and no party furnishing labor or material for such improvement shall ever have a lien upon the demised premises or improvements thereon. All permanent improvements and fixtures (except trade fixtures, show cases, equipment and personal property of the Tenant and removable) must be agreed to in writing by the parties hereto.
- 13. WAIVER:** No acceptance of space cost reimbursement by or delay in forcing any obligation shall be construed as a waiver of any default then or thereafter existing in the performance of any obligation undertaken by Tenant. No forfeiture of the Agreement shall release Tenant from responsibility or liability for rent heretofore due and unpaid nor shall the performance of an of said covenants, agreements or stipulations herein by Tenant undertaken to be kept and performed which are a liability at the time of said forfeiture.
- 14. BINDING EFFECT:** This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, successors, executors, administrators and assigns.
- 15. COMPLIANCE WITH LAWS:** Tenant must comply with all government laws, rules, regulation, orders and ordinances relating to the premises and any use of hazardous substances on the premises. Tenant must also maintain and keep in force all permits and licenses required by governmental authorities for the transaction of business in the premises. Tenant must comply with all governmental laws, rules, regulations, and ordinances with specific reference to the Americans with Disabilities Act and Texas Accessibility Standards.
- 16. REMOVAL OF HAZARDOUS MATERIALS:** If any hazardous substances prohibited by law are found on the premises and the presence of the materials has been caused by Tenant or by Tenant's use of the premises, Tenant must, at its sole cost, remove and cleanup the material as required by law. If any hazardous substances prohibited by law are found on the premises and the presence of the materials has not been caused by Tenant or by Tenant's use of the premises, Owner must, as its sole cost, remove and clean up the material as required by law.
- 17. REQUIRED LANGUAGE PURSUANT TO ABA:** The purpose of this section is to incorporate the following required language, pursuant to Section 6.4.9 of the Agency Board Agreement (ABA) between the Texas Workforce Commission (TWC) and the Tenant.

The Tenant shall ensure that the Workforce Solutions Offices are and remain suitable for their intended purposes in accordance with the requirements detailed below. If the Tenant leases the space used for the Workforce Solutions Offices, the Tenant is responsible for ensuring that the agreement requires the Operator to maintain suitability for the space's intended purposes at the Operator's expense.

Pursuant to ABA Section 6.4.9, the Tenant shall ensure that its Workforce Solutions Offices are free of defects and conditions that materially affect health and/or safety.

A space must be free of conditions that materially affect health and/or safety for the space to be considered suitable for its intended purpose. The co-located space must meet the following non-exclusive standards to be considered suitable for its intended purposes:

- There must be clean, hot and cold running water, or tepid running water, at all times;
- The roof must be free of leaks and defects;
- There must be working HVAC that maintains an appropriate temperature during all hours of operation;
- All doors must lock and stay shut as intended. All locks must be in adequate working condition;
- The space must be free from structural damage, faulty wiring, sewage backup, and pest infestation such as rodents, roaches, termites, etc.;
- The space must be free from hazardous materials, toxic fumes, or loud noises that impact provision of normal government functions;
- The space must be in compliance with all applicable federal, state, and local laws and ordinances including building codes.

Unlike residential agreements, landlords do not have an obligation to ensure that a space is suitable for its intended purposes in most cases unless the agreement imposes the requirement on the landlord. TWC expects the Tenant to ensure that any agreement it enters into with a lessor for co-located Workforce Solutions Office has language obligating the lessor to maintain the space in suitable condition unless the condition is caused by the Tenant or its customers and other visitors. If a Tenant fails to include suitability provisions in its agreement, the Tenant shall be fully liable for any expenses associated with restoring the space to a condition that is suitable for its intended purpose. This section elaborates on the expectation provided in ABA Section 14.2 and thus applies to current, renewal, and newly leased space.

Failure to ensure the space remains suitable for its intended purpose is a breach of both the Infrastructure Support Services and Shared Cost Agreement and the ABA.

18. SUITABILITY PROVISIONS: Operator agrees to maintain the space in suitable condition, unless the condition is caused by the Tenant or its customers and visitors, as outlined in Section 17.

19. ASSURANCES: As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with

the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

20. LOSS OF FUNDING: Operator agrees that Tenant may terminate the Agreement with thirty (30) day notice in case of loss of funding. This clause will only apply for a loss of funding of the Deep East Texas Local Workforce Development Board, Inc.

21. CONTACT INFORMATION: The following people are designated as contacts for this Agreement:

Board	Crockett EIDC	City of Crockett
Maribel Soto	James Gentry	John Angerstein
Chief Financial Officer	Executive Director	City Administrator
Phone: (936) 631-8622	Phone: (936) 546-5636	Phone: (936) 544-5156 ext. 202
Email: msoto@detwork.org	Email: jjgentry03@gmail.com	Email: angersteinj@crocketttexas.org

22. SIGNATURES: The person signing this agreement on behalf of the Operator or the Board hereby warrants that he or she has been fully authorized to execute this agreement on behalf of his or her organization; and validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

Tenant:

Operator:

**DEEP EAST TEXAS LOCAL WORKFORCE
DEVELOPMENT BOARD DBA WORKFORCE
SOLUTIONS DEEP EAST TEXAS**

**CROCKETT ECONOMIC & INDUSTRIAL
DEVELOPMENT CORPORATION**

By: _____

By:

Marilyn Hartsook
Executive Director

James Gentry
Executive Director

**Houston County Workforce Center
Appendix "A"
PRO RATA UTILITY SHARE CALCULATION**

Total Square Footage of Center	16,415 sq. ft.
Space Occupied by Workforce Solutions Deep East Texas (WSDET)	1,750 sq. ft.
Percentage of Space Occupied by WSDET	10.6%
Common/Shared Areas (Foyer, Restrooms, Breakroom) ft	1,595 sq. ft. x 10.6% = 169 sq ft

1750 sq. ft. + 169 sq. ft. = 1,919 sq. ft.

total sq. ft. useable by WSDET 1,919 of 16,415 = 11.7%

Rounded to 12%

WSDET responsible for 12% of the pro rata utilities