

**Special, 1/24/2023 10:30:00 AM**

BE IT REMEMBERED that on January 24, 2023, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk (ABSENT)

Absent

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

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
January 24, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **24th** day of **January 2023** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

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

**9:45 am - Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.071 to consult with our attorney regarding pending or anticipated litigation.**

**10:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section` 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic development and real property, and security that deliberation in open**

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**meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person**

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

**[https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm) Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the end of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the end of the meeting as time allows. Please be mindful that the audio portion of this meeting will be of better quality from the website.**

**INVOCATION: Vernon Pierce, Commissioner, Precinct One**

**PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two**

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**PURCHASING:**

- (a). Consider and approve award, execute, receive and file contracts for (RFP 22-045/MR) Architect Services for Jefferson County Correctional Facility /Crime Lab Remodeling with Burns Architecture, LLC.

SEE ATTACHMENTS ON PAGES 14 - 35

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (b). Consider and approve, execute, receive and file Amendment No. 1 (one) to contract (IFB 22-046/MR) Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. This amendment will add weekly service for the Mid County Tax Office at a cost of \$36.80 per month.

SEE ATTACHMENTS ON PAGES 36 - 36

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (c). Consider and approve, execute, receive and file a purchase agreement for the purchase of fifty (50) burial spaces in accordance with (IFB 18-036/YS), Term Contract for Indigent Burial Plots for Jefferson County with Claybar Haven of Rest Cemetery. The purchase price is \$305.00 each for a total of \$15,250.00.

SEE ATTACHMENTS ON PAGES 37 - 37

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (d). Consider and approve, execute, receive and file a Professional Services Agreement (PROF 23-010/JW) with e. Sullivan Advertising and Design, Inc. to be appointed Marketing Communications Agency for the Jack Brooks Regional Airport commencing October 1, 2022 and ending September 30, 2023 for an amount not to exceed \$39,000.00 for the marketing and promotion of the airport. These services will be funded by budgeted funds.

SEE ATTACHMENTS ON PAGES 38 - 41



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

- (e). Consider and approve award for Invitation for Bid (IFB 22-071/JW) Mesquite Point Public Boat Ramp (Texas Parks and Wildlife Department Contract No. CA-0000997) to Brizo Construction, LLC. in the amount of \$1,558,404.00; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is funded by a combination of Texas Parks and Wildlife Department grant funds, Chenier donation funds, and County ARPA revenue replacement funds.

NO ATTACHMENTS

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

- (f). Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 22-066/MR) Renewable Energy Generating Facility Located in Jefferson County.

NO ATTACHMENTS

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

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

SEE ATTACHMENTS ON PAGES 42 - 43

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

- (h). Consider and approve disposal of scrap metal. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 44 - 45

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

**COUNTY AUDITOR:**

- (a). Consider and approve using American Rescue Plan Lost Revenue funding to purchase a Gradall for Road & Bridge Pct 1. Cost is estimated at \$536,000.

SEE ATTACHMENTS ON PAGES 46 - 46

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

- (b). Consider and approve budget transfer – Human Resources - additional cost needed for replacement printer.

SEE ATTACHMENTS ON PAGES 47 - 47

120-1012-415-3084	MINOR EQUIPMENT	\$20.00	
120-1012-415-6002	COMPUTER EQUIPMENT		\$20.00

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

- (c). Consider and approve budget transfer – Juvenile Detention – additional cost for building maintenance items.

SEE ATTACHMENTS ON PAGES 48 - 48

120-3064-424-4009	BUILDINGS AND GROUNDS	\$25,000.00	
120-3064-424-1002	ASSISTANTS & CLERKS		\$25,000.00

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

- (d). Consider and approve budget transfer – Jail – additional cost for overtime.

SEE ATTACHMENTS ON PAGES 49 - 49

120-3062-423-1098	OVERTIME ALLOWANCE	\$300,000.00	
120-3062-423-2003	EMPLOYEES' INSURANCE		\$300,000.00

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

- (e). Consider and approve electronic disbursement for \$1,800,000 to State Comptroller for the first half of IGT for Indigent Health Care – County funds.

NO ATTACHMENTS

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

- (f). Consider and approve Interlocal Agreement for Professional Engineering Services and widening of the North Fork of Taylor’s Bayou at State Highway 124 between Jefferson County and Drainage District #6.

SEE ATTACHMENTS ON PAGES 50 - 52

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

- (g). Regular County Bills – check #502681 through check #502846

SEE ATTACHMENTS ON PAGES 53 - 59

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

- (h). Consider and approve budget amendment - Road & Bridge Pct 3 - replacement of vehicle due to accident.

SEE ATTACHMENTS ON PAGES 60 - 60

113-0309-431-6042	TRUCKS & TRAILERS	\$42,000.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$42,000.00

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

**CONSTABLE PRECINCT 1:**

- (a). Consider and possibly approve the hiring of George Nedd as a Reserve Deputy Constable with the office of Constable, Precinct 1 pursuant to Local Government Code 86.011

SEE ATTACHMENTS ON PAGES 61 - 61

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

**COUNTY COMMISSIONERS:**

- (a). Receive and file executed Second Amendment to Abatement Agreement between Jefferson County and Port Arthur LNG, LLC (PALNG) pursuant to Texas Property Code Sec. 312.401 et seq.

SEE ATTACHMENTS ON PAGES 62 - 65

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

- (b). Consider and possibly approve exempting the following groups from paying for security during their scheduled events, when using the Jury Impaneling Room, for the year 2023:

Dispute Resolution Center Election School Family Services Jefferson County Bar Association Jefferson County Democratic Party Jefferson County Republican Party Jefferson County Libertarian Party Jefferson County Green Party Jefferson County Clerk's office for meetings and training related to Elections Jefferson County Coalition for Victims of Crime Jefferson County Deputy Constable Association Jefferson County District Clerk's office for Passport Day

The security expense will be paid via budgeted Courthouse Security Fee fund.

SEE ATTACHMENTS ON PAGES 66 - 66

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

- (c). Consider and possibly approve submission of the grant application for the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center to the Office of the Governor, Criminal Justice Division.  
Grant Application Confirmation Number: 2103212

SEE ATTACHMENTS ON PAGES 67 - 67

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

- (d). Consider and approve a resolution in support of the grant application for the Jefferson County Family Treatment Drug Court with the Criminal Justice Division for FY 2023-2024. No matching funds are required.

SEE ATTACHMENTS ON PAGES 68 - 68

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

- (e). Consider, possibly approve, authorize the County Judge and Sheriff to execute, receive and file CEO/Law Enforcement Certifications and Assurances Form to enable Jefferson County to participate fully in the grant authority of the Office of the Governor grant funding.

SEE ATTACHMENTS ON PAGES 69 - 69

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

- (f). Consider and possibly approve a Resolution regarding the application for the grant from Family Violence/Crimes Against Women Unit/Criminal District Attorney to the Office of the Governor, Criminal Justice Division for funding from September 1, 2023 through August 31, 2024.

SEE ATTACHMENTS ON PAGES 70 - 70

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

**COUNTY TREASURER:**

- (a). Consider and approve wire for \$76.00 to cover Safekeeping Fees from Wells Fargo Securities for the month of December, 2022

NO ATTACHMENTS

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

- (b). Consider and approve Quarterly Report/wire for State Pooled Fees in the amount of \$294,877.05.

NO ATTACHMENTS

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

**CRIME LAB:**

- (a). Consider and approve a Resolution to approve the application for the Coverdell Forensic Sciences Improvement Grant Program. This grant is available through the CJD (Criminal Justice Division), with no grant match for the 2024 project year.

SEE ATTACHMENTS ON PAGES 71 - 71

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

**ENGINEERING DEPARTMENT:**

- (a). Consider and possibly approve a Plat of Brai Industrial Complex, 15.21 Acres out of and a part of the T&NO RR Survey, Section No. 3, A-258, Jefferson County, Texas. The property is off of Brai Drive (A Private Road) in Precinct No. 2. This Plat is not located in any ETJ and has met all of Jefferson County's platting requirements.

SEE ATTACHMENTS ON PAGES 72 - 72

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

**ENVIRONMENTAL CONTROL:**

- (a). Consider and approve permit refund to DJM Contractors LTD. (DBA Cormier Homes) in the amount of \$322.50 for a new home building permit. The new home was found to be located in the City of Nome. The City of Nome handles building permits within the City Limits.

NO ATTACHMENTS

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

**JUVENILE PROBATION DEPARTMENT:**

- (a). Consider and possibly approve a Resolution commending Tiffany Turner for 32 years and 9 months of devoted service to the Jefferson County Juvenile Probation Department and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 73 - 73

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

**SHERIFF'S DEPARTMENT:**

- (a). Consider and possibly approve a resolution to authorize the County Judge to execute a grant application with the Office of the Governor for the 2023 State Homeland Security Program Grant-Regular Projects SHSP-R. No matching funds are required.

SEE ATTACHMENTS ON PAGES 74 - 75

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

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- (b). Consider and possibly approve a resolution to authorize the County Judge to execute a grant application with the Office of the Governor for the 2023 LEPTA Sustaining Special Response Team Project Funding. No matching funds are required.

SEE ATTACHMENTS ON PAGES 76 - 77

**Motion by: Erickson**

**Second by: Alfred**

**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**

**Action: APPROVED**

**OTHER BUSINESS:**

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

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

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**Jeff R. Branick**  
**County Judge**



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**Special, January 27, 2023**

There being no further business to come before the Court at this time, same is now here adjourned on this date, January 27, 2023.

STATE OF TEXAS  
 COUNTY OF JEFFERSON

### CONTRACT FOR ARCHITECTURAL SERVICES

This Two-Part Contract is entered into on this 24<sup>th</sup> day of January, 2023, by and between the County of Jefferson, (hereinafter "Owner"), and having its principal business address at 1149 Pearl Street, Beaumont, Texas 77701 and Burns Architecture, LLC (hereinafter "Architect"), and having its principal business address at P.O. Box 2639, Galveston, TX 77553 whereby Architect agrees to perform and Owner agrees to pay for the services provided for herein.

This is two-part contract. Part One Scope of Work is the Basis of Design and Schematic Design phases. Part Two Scope of Work is the Design Development Phase, Construction Documents Phase, Bidding Phase and Construction Phase. The Part One fee is included in Section V of this contract. The Part Two fee will be determined upon completion of the Part One Work and will be incorporated into this contract by an amendment. Architect shall not proceed with any phase of work without the Owner's authorization. The Owner shall act as the Contractor for this project. Architect shall not proceed with any work order, order any material or equipment, or make any other financial commitments concerning this proposal without a County issued purchase order.

### GENERAL SCOPE OF ARCHITECT'S SERVICES

The Architect shall provide basic architectural and engineering services, which are normal for projects of this type including, without limitation, planning, design, preparation of construction documents, assistance in the bidding process, structural, mechanical, plumbing, electrical, security, fire protection and life safety engineering services, and minimal construction administration. Furthermore, it shall be the duty of the Architect to assure that the design and construction of the Project complies with all applicable federal, state and local laws, and with the jail standards promulgated by the Texas Commission on Jail Standards.

#### I.

### PROJECT DESCRIPTION

This project includes but is not limited to the following renovations, repairs and new construction at the Jefferson County Correctional Center, 5030 Highway 69 South, Beaumont, TX 77705.

- Renovations to the Intake/Booking Area
- Addition of a new sallyport roof canopy
- Renovations to the Food Service area to create a new kitchen and Officer Dining Room
- Renovations to the Visitation Building to create a new Release Area
- Renovations to Dormitory A and Dormitory C to create new single cell housing.

## PART ONE

### A. Basis of Design

1. The Architect and consultants will develop the Basis of Design so that there is a clear understanding of the approach to be taken to design the project in accordance with Section I.B, I.C and I.D of this contract.

The scope of work required to accomplish the Basis of Design work identified above includes:

- Services consisting of administrative functions including: Consultation, meetings and correspondence, and progress design conferences to develop plan concepts.
- Field investigation of existing conditions including field measuring those conditions to create accurate plans.
- Coordination between the architectural work and engineering work and other involved consultants for the project.
- Review and coordination of existing project documents.
- Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations and codes.
- Review and coordination of data furnished for the project by the County.

### B. Schematic Design

1. The Architect shall prepare the Schematic Design of all proposed new work including necessary repairs and construction work. The final Schematic Design shall include architectural, civil, structural, mechanical, electrical, plumbing, fire protection, and security electronics work plans and design concepts identified in the Basis of Design work.

The scope of work required to accomplish the Schematic Design work identified above includes:

- Services consisting of schematic design administrative functions including: Consultation, meetings and correspondence, progress design conferences
- Coordination between the architectural work and engineering work and other involved consultants for the project.
- Review and coordination of project documents.
- Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations and codes.
- Review and coordination of data furnished for the project by the County.
- Services responding to scope of work requirements and consisting of preparation of schematic building plans.

- Services consisting of recommendations regarding basic structural material and systems.
  - Services consisting of consideration of materials, systems and equipment and development of schematic design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), smoke removal, plumbing, fire protection, general space requirements and security electronics.
  - Services consisting of consideration of systems and recommendations regarding basic electrical materials, systems and equipment, lighting, communication raceways, fire detection and alarms and general space requirements.
  - Services consisting of identification of potential architectural materials, systems and equipment.
  - Services consisting of establishing project schedules or initial development of schedules for decision-making, design and documentation.
2. On completion of the Schematic Design Documents, said documents shall be presented by the Architect to the Texas Commission on Jail Standards and secure their approval of proposed work.

## PART TWO

### A. Design Development Phase

Upon completion of the Schematic Design Phase and upon approval of the Jefferson County Commissioners' Court, Architect shall proceed to prepare for the approval of the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project and all elements thereof. The Design Development Documents shall describe in detail architectural, civil, structural, mechanical, electrical and plumbing systems, fire protection, security electronics, detention equipment and materials and include the following:

- Services consisting of design development administrative functions including consultation, meetings and correspondence, and progress design review conferences with the County.
- Coordination of the architectural work and the work of engineering with other involved consultants for the project.
- Review and coordination of documents prepared for the project.
- Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations and codes. Assist in obtaining approval from approving authorities as required.
- Review and coordination for data furnished for the project by the County.
- Services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the project through plans, sections and elevations, typical construction details, three-dimensional sketches, materials selections and equipment layouts.

- Services consisting of continued development of the specific engineering system(s) and Schematic Design Documents in sufficient detail to establish each system and dimensions, design criteria, sizing of components, critical coordination clearances and outline specifications or materials lists.

On completion of the Design Development Documents, said documents shall be presented by the Architect to the Texas Commission on Jail Standards and secure their approval of proposed work.

#### B. Construction Document Phase

Based on the approved Design Development Documents and any further adjustments in the scope or extent of the Project, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of drawings and specifications setting forth in detail the requirements of the construction and repairs of the Project. Such documents shall bear the Architect's and engineering consultant's seals and shall be complete to define the quantity and quality of the work to bid, repair and build the Project. Such documents shall include, without limitation, working drawings, dimensions to plans, elevations, sections, details, and schedules of all site work, architectural, structural, mechanical, electrical and plumbing work, life safety, fire protection, detention systems, and security electronics systems in the Project. Such documents shall also contain any performance or proprietary specifications on the materials, processes, or systems to be incorporated in the work.

Upon completion of the Construction Documents, and approval thereof by the Owner, the Architect shall present such documents to the Texas Commission on Jail Standards for approval of proposed work. If the approval of the Commission on Jail Standards is not given, it shall be the Architect's responsibility to ascertain the reasons for disapproval and to make such revisions to the Construction Documents as are necessary to remedy any exceptions of the Commission and to obtain the approval of the Commission. All such remedial work, redrafting, redesigning, and related services shall be provided by the Architect at no additional cost to the Owner.

#### C. Bidding Phase

The Architect, following the approval of the Owner and the Jail Commission (as applicable) of the Construction Documents, shall assist the Owner in obtaining bids or negotiated proposals for the portions of work that require sub-contractor performance.

#### D. Construction Phase

The scope of the Architect's services and duties during the Construction Phase includes the following:

1. Architect shall assist the Owner as necessary during the Construction Phase;

2. Architect shall visit the site periodically to ensure that the work is proceeding in general conformance with the Contract, to meet and discuss issues of construction of the Project.
3. The Architect shall conduct inspections to determine that repairs have been made and construction is complete and shall assist the county in conducting tests of the smoke removal and other systems prior to the occupancy inspection by the Texas Commission on Jail Standards.
4. The Architect will assist the Owner in scheduling the occupancy inspection by the Texas Commission on Jail Standards and will participate in the occupancy inspection.

## II. ADDITIONAL SERVICES

It is the understanding of the parties that the services of the Architect set out above, including all incidental and necessary services and expenses related thereto, are to be compensated as Basic Services under this Agreement and not as Additional Services. Additional Services are those services not required or contemplated by this Agreement or the scope and requirements of the Project, and not customarily furnished in accordance with generally accepted architectural and engineering practices. Additional Services, as required by the Owner, shall be provided by the Architect only when authorized in writing by the Owner, and shall be paid for by the Owner only when authorized in writing by the Owner prior to the provision of the services. Compensation for any such Additional Services shall be determined and approved by Commissioners' Court prior to the services being performed via the change order process. It is understood and agreed that the need for Additional Services will be very limited within the scope of this Project as all services foreseeably necessary for the proper execution of the Project should be covered by the basic compensation payable to the Architect under this Agreement.

## III. TIME/SCHEDULE

Time is of the essence to facilitate the repairs and construction necessary. The Architect will develop a design and construction schedule during the schematic design phase.

The schedule developed during the Schematic Design phase may vary due to events beyond Architect's control including delays caused by Owner's failure to make decisions in a timely manner, delays caused by reviews by the Texas Commission on Jail Standards and other agencies having regulatory approval over the project, and Contractor's timeline, etc.

## IV. OWNER'S RESPONSIBILITIES

The Owner shall have the following responsibilities:

1. Owner shall act as the Contractor.

- 2. Owner shall render decisions on matters presented for determination or approval by the Architect promptly to avoid unreasonable delay in the progress of the Architect's services.

V.  
FEE FOR BASIC SERVICES

Architect agrees to provide the Part One services called for in this Agreement for a fixed fee. The fixed fee is a lump sum of \$125,000 (One hundred twenty-five thousand dollars).

The Part Two fee shall be determined upon completion of the Part One work and will be added to this contract by amendment.

VI.  
PAYMENTS TO ARCHITECT FOR BASIC SERVICES

Total payments for Basic Services in each phase shall be allocated to the following phases (see V):

Basis of Design and Schematic Design.....	\$125,000
Design Development Phase .....	To be determined
Construction Documents Phase .....	To be determined
Bidding Phase .....	To be determined
Construction Administration Phase .....	To be determined

The Contract between the Architect and Owner will be a firm fixed price contract.

The Architect shall invoice the Owner monthly for the percentage of work completed. The Construction Phase work shall be invoiced monthly based upon the duration of the construction. Architect shall submit invoices timely to meet the County's required cut-off dates as to effect timely payment. Invoices are due and payable within 30 days of invoice date. Invoices will be e-mailed to the Chief John Shauberger unless directed otherwise.

VII.  
REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic Services and Additional Services, and include actual expenditures made by the Architect in the interest of the Project, as directed and authorized by the Owner in writing, for the expenses listed below:

- 1. fees, permits and regulatory approval costs; and
- 2. Expense of printing and delivery of documents, shop drawings, etc.

Such expenses shall be included on Architect's monthly invoice.

VIII.  
OWNERSHIP AND USE OF DOCUMENTS

The Owner has purchased the services of the Architect, and is the owner of the work product of the Architect. The drawings, specifications and other documents prepared by the Architect for this Project shall be deemed the property of the Owner for all purposes, and the Owner shall retain all rights thereto. The documents may be used by the Owner for the purposes of use, occupancy, additions, or modifications to the Project or existing facilities, or completion of the Project by others. However, the Owner may not sell the documents, assign the documents, or transfer the documents to another entity for use by that entity. The Owner may provide the documents to any governmental agency or authority having jurisdiction over the Owner's facilities or having the right to review or approve/disapprove such plans and specifications. Architect shall NOT be responsible for modifications in the Documents not made or approved by the Architect.

The Architect shall be entitled to retain copies of the documents, and is given permission hereby to use the documents in its business for the purposes of other projects without the need for payment of compensation to the Owner for said use of the documents. The Architect remains the owner of the copyright.

IX.  
TERMINATION, SUSPENSION OR ABANDONMENT

This Agreement may be terminated by either party upon not less than twenty (20) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination, and fail to adequately cure the breach during the notice period.

This Agreement may be terminated by the Owner upon not less than ten (10) days written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving ten (10) days' written notice.

In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to the termination as its sole remedy.

X.  
INDEMNIFICATION

The Architect agrees to and shall indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from bid award. The Architect indemnifies and will indemnify and save harmless Jefferson County from liability, claim or demand on their part, agents, servants,



customer, and/or employees whether such liability, claim or demand arise from event or casualty happening upon or within the occupied premises themselves or approaches of or to the facilities within which the occupied premises are located.

XI.  
INSURANCE

Coverage

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation with Statutory for Worker's Compensation Employer's Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 500,000
Commercial General Liability Coverage:	
General Aggregate Limit (other than Products-Completed Operations)	\$1,000,000
Products-Completed Operations Aggregate Limit	Excluded
Personal & Advertising Injury Limit	\$ 500,000
Each Occurrence Limit	\$ 500,000
Fire Damage Limit (any one fire)	\$ 100,000
Medical Expense Limit (any one person)	\$ 5,000
Automobile Liability	
Combined Bodily Injury/Property/Damage	\$1,000,000 ea. accident
Umbrella Policy	\$1,000,000
Professional Liability	
Per Claim	\$1,000,000
Annual Aggregate	\$1,000,000

XII.  
SUBMISSIONS TO AND APPROVALS OF  
TEXAS COMMISSION ON JAIL STANDARDS

Architect shall assure that all required submissions to the Texas Commission on Jail Standards are timely provided to the Commission, and that all approvals required from the Commission are obtained. The Construction Approval Rules of the Texas Commission on Jail Standards are incorporated herein, and it is the duty of the Architect to assure complete and timely compliance with these Rules and any amendments thereto or superseding versions thereof.

### XIII. MISCELLANEOUS

#### Architect's Accounting Records

Records of Reimbursable Expenses and expenses pertaining to the provision of Additional Services shall be available to the Owner or the Owner's authorized representative at mutually convenient times. Supporting detail shall be attached to the invoice.

#### Applicable Law

The laws of the State of Texas shall govern this contract and all interpretations thereof or disputes arising therefrom.

#### Venue of Disputes

The place of performance of this contract is Jefferson County, Texas, and all consideration payable hereunder and things to be done pursuant hereto shall be deemed to be payable and performable in Jefferson County, Texas. Venue of any dispute arising out of this Agreement or performance hereunder shall be fixed for all purposes in Jefferson County, Texas. Disputes under this Agreement shall be submitted to mediation prior to any other available means of dispute resolution and shall NOT be submitted to arbitration unless the parties agree in a separate written instrument to submit a particular dispute to arbitration.

#### Warranties

The Architect agrees that all services provided under this Agreement will be consistent with sound architectural and engineering practices and in accordance with the standard of care exercised by other firms practicing under similar conditions. Architect also warrants that to the best of its knowledge and efforts the plans and specifications will comply with all applicable governmental codes, regulations, rules, ordinances and other laws.

#### No Assignment

Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

#### Successors and Assigns

The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement shall continue to be a binding obligation of the parties and their partners, successors, assigns, and legal representatives.

Extent of Agreement

This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the authorized representative of the Owner and the authorized representative of the Architect.

Jurisdiction

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas, 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas, 78701-3942, 512.305.9000, has jurisdiction over complaints regarding the professional practices of persons registered as Architects in Texas.

This Contract is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

"OWNER"

Jefferson COUNTY, TEXAS

By: \_\_\_\_\_

*[Handwritten Signature]*  
County Judge

Approved as to Form

ATTEST:

By: \_\_\_\_\_

County Clerk 1-24-23



"ARCHITECT"

BURNS ARCHITECTURE, LLC

By: \_\_\_\_\_

Its: Kenneth C. Burns, AIA, Principal

STATE OF TEXAS  
COUNTY OF JEFFERSON

**CONTRACT FOR ARCHITECTURAL SERVICES**

This Contract is entered into on this 24<sup>th</sup> day of January, 2023, by and between the County of Jefferson, (hereinafter "Owner"), and having its principal business address at 1149 Pearl Street, Beaumont, Texas 77701 and Burns Architecture, LLC (hereinafter "Architect"), and having its principal business address at P.O. Box 2639, Galveston, TX 77553 whereby Architect agrees to perform and Owner agrees to pay for the services provided for herein.

**GENERAL SCOPE OF ARCHITECT'S SERVICES**

The Architect shall provide basic architectural and engineering services, which are normal for projects of this type including, without limitation, planning, design, preparation of construction documents, assistance in the bidding process, civil, surveying, structural, mechanical, plumbing, electrical, security, fire protection and life safety engineering services, and construction administration. Furthermore, it shall be the duty of the Architect to assure that the design and construction of the Project complies with all applicable federal, state and local laws. Architect shall not proceed with any work order, order any material or equipment, or make any other financial commitments concerning this proposal without a County issued purchase order.

**PROJECT DESCRIPTION**

This project is the renovation of the former Jefferson County Morgue located at the Jefferson County Correctional Center, 5030 Highway 69 South, Beaumont, TX 77705.

- Renovations to the former morgue to create a new crime scene vehicle investigation area within the existing building

**A. Basis of Design**

1. The Architect and consultants will develop the Basis of Design so that there is a clear understanding of the approach to be taken to design the project in accordance with Section I.B, I.C and I.D of this contract.

The scope of work required to accomplish the Basis of Design work identified above includes:

- Services consisting of administrative functions including: Consultation, meetings and correspondence, and progress design conferences to develop plan concepts.

- Field investigation of existing conditions including field measuring those conditions to create accurate plans.
- Coordination between the architectural work and engineering work and other involved consultants for the project.
- Review and coordination of existing project documents.
- Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations and codes.
- Review and coordination of data furnished for the project by the County.

#### B. Design Phase

The Architect shall prepare, for approval by the Owner, Construction Documents consisting of drawings and specifications setting forth in detail the requirements of the construction and repairs of the Project. Such documents shall bear the Architect's and engineering consultant's seals and shall be complete to define the quantity and quality of the work to bid, repair and build the Project. Such documents shall include, without limitation, working drawings, dimensions to plans, elevations, sections, details, and schedules of all site work, architectural, civil, structural, mechanical, electrical and plumbing work, life safety, fire protection, and security electronics systems in the Project. Such documents shall also contain any performance or proprietary specifications on the materials, processes, or systems to be incorporated in the work.

Architect, with the assistance of the Owner, will prepare the necessary bidding information, bidding document forms, conditions of the contract, form of agreement, and advertisements for bids subject to the requirements of the owner's selected construction delivery method. All such documents, conditions of contract, and form of agreement are to be arrived at in consultation with the Owner's attorneys, and are subject to the approval of the Owner's attorneys.

#### C. Bidding Phase

The Architect, following the approval of the Owner of the Construction Documents, shall assist the Owner and/or Contractor in obtaining bids or negotiated proposals for the Project, in evaluating the bids, in selection of the lowest, best and most responsible bid, and in preparing contracts for construction. Any such contracts for construction are to be arrived at in consultation with the Owner's attorneys, and are subject to the approval of the Owner's attorneys.

As part of the Architect's services in this phase, Architect shall assure that the information requested from bidders in the bidding process includes detailed information as to their qualifications. Information must also be obtained as to past, pending or threatened litigation against each bidder with regard to their performance on past construction projects or their payment of subcontractors and suppliers. The Architect covenants to make appropriate investigations into the solvency and reputation of the low bidder and of each bidder whose bid

is within an acceptable range of the low bidder's bid, and of each such bidder's experience in constructing projects of this type, and the quality of the bidder's work on similar projects.

Services consisting of bidding administrative functions consist of:

- Organizing, coordinating and handling Bidding Documents for reproduction, distribution and retrieval.
- Preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions and notice(s) of changes in the bidding schedule and procedure.
- Participation in pre-bid conferences, responses to questions from bidders and clarifications or interpretations of the bidding documents.
- Consideration, analysis, comparisons and recommendations relative to substitutions proposed by bidders prior to receipt of bids.
- Participation in review of bids and alternates, evaluation of bids and recommendation on award of contract.
- Assisting Owner in award of contract, preparation of Construction Contract agreements to include bonds, insurance, etc.

#### D. Construction Phase: Administration of the Construction Contract

The scope of the Architect's services and duties during the Construction Phase includes the following:

1. After the award of the Construction Contract(s), the Architect shall proceed with the administration of the Construction Contract. This is an extremely important phase of the Project as even the most professionally drafted plans and specifications are for naught if not properly executed by the contractors. Architect will use its best efforts to assure compliance with the Contract Documents by the contractor, and to assure that the Project is constructed in a good and workmanlike manner, free of defects. [NOTE: The term "Contract Documents" shall refer collectively to the Drawings, Plans, Specifications, Addenda, Modifications, Change Orders, Change Directives, written Orders for minor changes in the work, Project Manual, Agreement between the Owner and Contractor or Construction Manager at Risk (hereinafter "Contractor") and the bidding documents.
2. Architect shall visit the site periodically to ensure that the work is proceeding in general conformance with the Contract Documents and Contract schedule; and shall visit the site at least two (2) times each month while the work is in progress or more often during critical stages (concrete pours, start of the work by any major trade, to meet and discuss issues, as project nears completion and during testing) of construction of the Project or if the Owner or Architect perceives the need for more frequent inspection. More visits will not cost extra during construction. On the basis of such on-site observations, the Architect shall keep the Owner informed of the progress and quality of the work and

shall endeavor to guard the Owner against defects and deficiencies in the work of the Contractor;

3. the Architect agrees that its representatives on the Project shall be familiar with the Project and the Contract Documents, and shall be qualified by training and experience to make decisions and interpretations of the Construction Documents, and such interpretations shall be binding on the Architect. All such decisions shall be confirmed in writing at the earliest reasonable date, with copies to the Owner, conditioned that such decision and interpretation shall not modify adversely the requirements of the Contract Documents. If in the opinion of the Owner such representatives are negligent, unqualified, unresponsive to the Owner's concerns, or otherwise unacceptable to the Owner, the Architect's representative shall be replaced immediately, without protest;
4. the Architect shall represent the Owner's interests during the repair and Construction Phase, and shall advise and consult with the Owner as to the Project. However, the Architect shall not have the authority to bind the Owner to any new or different obligations without the written consent or acceptance of those new conditions by the Owner;
5. the Architect shall determine the amount owing to the Contractors based on observation at the site and on evaluation of the Contractors' Application for Payment, and shall issue Certificates for Payment in such amounts as provided in the Contract Documents. The Architect shall process certificates as promptly as reasonably possible, typically during a construction progress meeting and immediately submit them to the authorized county representative for processing of payment. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided herein, and on the data comprising the Contractor's Application for Payment, that the work has progressed to the point indicated; that, to the best of the Architect's knowledge, information, and belief, the quality of the work is in accordance with the Contract Documents; and that the Contractor(s) is (are) entitled to payment in the amount certified;
6. the Architect shall establish and conduct a regular schedule of monthly meetings or more if need arises to be held on the job site each month throughout the construction period, and shall require attendance at the meeting by a representative of the Contractor, and any Subcontractors. The Owner shall be notified of such meetings and may be represented. It shall be the principal purpose of these meetings to effect coordination, cooperation and assistance in every practical way to the end of maintaining progress of the Project on schedule and completing the Project within the contract time and in accordance with the Contract Documents;
7. the Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractors. The Architect shall render interpretations necessary for the proper execution or progress of the work with reasonable promptness on written requests of the Owner or the Contractors, and shall render written opinions to the Owner within a reasonable time, on all claims, disputes

and other matters in question between the Owner and the Contractors relating to the execution or progress of the work or the interpretation of the Contract Documents, but the final decision on any such claims, disputes or other matters shall rest with the Owner. Nothing herein shall affect the Owner's right to take immediate action or seek immediate relief, and the provisions herein shall not constitute a condition precedent to any action or remedy of the Owner;

8. the Architect shall have the authority to reject work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have the authority to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed, or completed;
9. Architect shall review and approve or take other appropriate action upon Contractor submittals such as Shop Drawings, Product Data and Samples within fourteen (14) days of receipt. Such review shall specifically include a review of all dimensions on such submissions to insure that they meet the dimensions as given in the Construction Documents and shall insure conformance with the design concept expressed in the Contract Documents for the Project. However, such review shall not reduce the Contractor's responsibility for the accuracy of the Shop Drawings or Product Data and Samples and shall not give rise to any right of the Contractor against the Architect;
10. after all required submissions to the authorities having jurisdiction have been made and there are any necessary design revisions the Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the work not involving an adjustment in the contract sums or extensions of the contract times, and which are not inconsistent with the intent of the Contract Documents which do not approve any substitutions of materials which alter the project value. No Additional Compensation shall be due the Architect for preparation of Change Orders without the prior written approval for such compensation by the Owner. The preparation of such Change Orders will be solely compensated by the payment to the Architect for Basic Services;
11. the Architect shall conduct inspections to determine the dates of Substantial Completion and Final Completion, and that repairs have been made and construction is complete, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractors, and shall issue the Final Certificates for Payment on compliance with all requirements of the Contract Documents and after inspection and approval procedure described in subsection (13) below;
12. prior to substantial completion of the work, the Architect shall arrange for, give adequate notice of, and conduct an inspection of the Project with the Owner and the Contractor for the purpose of determining if the Contractor's work is in compliance with the Contract Documents as applicable. The Architect in conjunction with the Contractor



shall prepare a list of items for correction or completion on the Project and shall distribute the same to all parties concerned. The Architect shall not issue the Final Certificate of payment to the Contractor until a final inspection of the work is conducted and the work has been determined to be corrected and completed in accordance with the Contract Documents. The Architect shall furnish the owner written recommendations of acceptance of the work and shall receive, review and forward to the Owner guarantees, operation and maintenance manuals, keys, Final Certificate of Payment, and other closing documents as are required by the Contract Documents prior to acceptance of the work;

13. after acceptance of the Project by the Owner, the Architect shall instruct the contractor to prepare and furnish to the Owner: two (2) printed sets of "as built" drawings and one (1) set of PDF files solely for the Owner's use showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractors for all permanent structures in the Project;
14. The Architect shall be required to follow up on items to be corrected during the warranty period and shall arrange for and conduct an inspection of the Project prior to the expiration of any warranty period and shall be required to inform the Owner and the Contractor of any items to be corrected and shall inspect the Project as required until the work is completed, without Additional Compensation;
15. the extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner and the Architect. The Architect is an independent contractor for all purposes.

#### I.

#### ADDITIONAL SERVICES

It is the understanding of the parties that the services of the Architect set out above, including all incidental and necessary services and expenses related thereto, are to be compensated as Basic Services under this Agreement and not as Additional Services. Additional Services are those services not required or contemplated by this Agreement or the scope and requirements of the Project, and not customarily furnished in accordance with generally accepted architectural and engineering practices. Additional Services, as required by the Owner, shall be provided by the Architect only when authorized in writing by the Owner, and shall be paid for by the Owner only when authorized in writing by the Owner prior to the provision of the services. Compensation for any such Additional Services shall be determined and approved by Commissioners' Court prior to the services being performed via the change order process. It is understood and agreed that the need for Additional Services will be very limited within the scope of this Project as all services foreseeably necessary for the proper execution of the Project should be covered by the basic compensation payable to the Architect under this Agreement.

The provision of services made necessary by the default of the Contractor or by major defects or deficiencies in the work of the Contractor shall not be considered Additional Services under this

Agreement if the defects or deficiencies of the Contractor are of a character or nature that they reasonably should have been detected, addressed, and prevented by the Architect as part of its administration of the Contract.

## II. TIME/SCHEDULE

Time is of the essence to facilitate the repairs and construction necessary. The Architect will develop a design and construction schedule during the schematic design phase.

The schedule developed during the Schematic Design phase may vary due to events beyond Architect's control including delays caused by Owner's failure to make decisions in a timely manner, delays caused by reviews by other agencies having regulatory approval over the project, and Contractor's timeline, etc.

## III. OWNER'S RESPONSIBILITIES

The Owner shall have the following responsibilities:

1. Owner shall render decisions on matters presented for determination or approval by the Architect promptly to avoid unreasonable delay in the progress of the Architect's services.
2. If required by the Architect, Owner shall provide the services of a geotechnical engineer to the extent requested and for the purposes required by the Architect. Architect shall provide the Owner with any assistance that the Owner may require in selecting a geotechnical engineer.

## IV. CONSTRUCTION COSTS

The Construction Costs shall be the total costs or estimated costs of all elements of the Project designed or specified by the Architect and other consultants and approved by the Owner that are actually to be constructed as a part of the Project.

Construction Costs do not include compensation of the Architect and their consultants, the costs of land, rights-of-way, financing or other costs which are the responsibility of the Owner, or other costs (including, without limitation, advertising, soil borings and testing) which are paid for by the Owner. Architect has the authority to order testing; however a budget will be established to cover the costs of normal construction materials testing.

After the Construction Documents have been prepared and prior to bidding the Project, the Owner may establish a Fixed Limit of Construction Costs. Once a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and (with approval of the Owner), to determine (with approval of the Owner) what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project (with approval of the Owner) and to

include in the Contract Documents alternate bids to adjust the Construction Costs to the fixed limit (with approval of the Owner). Total construction cost shall include alternates.

If a Fixed Limit of Construction Costs is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall: (1) give written approval of an increase in such fixed limit; (2) authorize rebidding or renegotiation of the Project within a reasonable time; (3) if the Project is abandoned, terminate in accordance with this Agreement; or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Costs. (The Architect shall receive no additional compensation for its services in revising the Project scope and quality as provided herein.)

#### V. FEE FOR BASIC SERVICES

Architect agrees to provide the services called for in this Agreement for a fixed fee. The fixed fee is a lump sum of \$153,000 (one hundred fifty three thousand dollars).

#### VI. PAYMENTS TO ARCHITECT FOR BASIC SERVICES

Total payments for Basic Services in each phase shall be allocated to the following phases (see V):

Basis of Design .....	\$18,800
Design Phase .....	\$74,800
Bidding Phase .....	\$ 5,000
Construction Administration Phase .....	\$54,400

The Contract between the Architect and Owner will be a firm fixed price contract.

The Architect shall invoice the Owner monthly for the percentage of work completed. The Construction Administration Phase work shall be invoiced monthly based upon the duration of the construction. Architect shall submit invoices timely to meet the County's required cut-off dates as to effect timely payment. Invoices are due and payable within 30 days of invoice date. Invoices will be e-mailed to the County Judge and copied to the County Auditor unless directed otherwise.

#### VII. REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic Services and Additional Services, and include actual expenditures made by the Architect in the interest of the Project, as directed and authorized by the Owner in writing, for the expenses listed below:

1. fees, permits and regulatory approval costs; and
2. Expense of printing and delivery of documents, shop drawings, etc.

Such expenses shall be included on Architect's monthly invoice.

#### VIII. OWNERSHIP AND USE OF DOCUMENTS

The Owner has purchased the services of the Architect, and is the owner of the work product of the Architect. The drawings, specifications and other documents prepared by the Architect for this Project shall be deemed the property of the Owner for all purposes, and the Owner shall retain all rights thereto. The documents may be used by the Owner for the purposes of use, occupancy, additions, or modifications to the Project or existing facilities, or completion of the Project by others. However, the Owner may not sell the documents, assign the documents, or transfer the documents to another entity for use by that entity. The Owner may provide the documents to any governmental agency or authority having jurisdiction over the Owner's facilities or having the right to review or approve/disapprove such plans and specifications. Architect shall NOT be responsible for modifications in the Documents not made or approved by the Architect.

The Architect shall be entitled to retain copies of the documents, and is given permission hereby to use the documents in its business for the purposes of other projects without the need for payment of compensation to the Owner for said use of the documents. The Architect remains the owner of the copyright.

#### IX. TERMINATION, SUSPENSION OR ABANDONMENT

This Agreement may be terminated by either party upon not less than twenty (20) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination, and fail to adequately cure the breach during the notice period.

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save harmless Jefferson County from liability, claim or demand on their part, agents, servants, customer, and/or employees whether such liability, claim or demand arise from event or casualty happening upon or within the occupied premises themselves or approaches of or to the facilities within which the occupied premises are located.

XI.  
INSURANCE

Coverage

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation with Statutory for Worker's Compensation Employer's Liability	
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Fire Damage Limit (any one fire)	\$ 100,000
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Per Claim	\$1,000,000
Annual Aggregate	\$1,000,000

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Architect's Accounting Records

Records of Reimbursable Expenses and expenses pertaining to the provision of Additional Services shall be available to the Owner or the Owner's authorized representative at mutually convenient times. Supporting detail shall be attached to the invoice.

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The laws of the State of Texas shall govern this contract and all interpretations thereof or disputes arising therefrom.

### Venue of Disputes

The place of performance of this contract is Jefferson County, Texas, and all consideration payable hereunder and things to be done pursuant hereto shall be deemed to be payable and performable in Jefferson County, Texas. Venue of any dispute arising out of this Agreement or performance hereunder shall be fixed for all purposes in Jefferson County, Texas. Disputes under this Agreement shall be submitted to mediation prior to any other available means of dispute resolution and shall NOT be submitted to arbitration unless the parties agree in a separate written instrument to submit a particular dispute to arbitration.

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### No Assignment

Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

### Successors and Assigns

The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement shall continue to be a binding obligation of the parties and their partners, successors, assigns, and legal representatives.

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This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the authorized representative of the Owner and the authorized representative of the Architect.

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This Contract is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

"OWNER"

Jefferson COUNTY, TEXAS

By: \_\_\_\_\_

*[Handwritten Signature]*  
County Judge

Approved as to Form

ATTEST:

By: \_\_\_\_\_

*[Handwritten Signature]*  
County Clerk 1-24-23



"ARCHITECT"

BURNS ARCHITECTURE, LLC

By: \_\_\_\_\_

*[Handwritten Signature]*

Its: Kenneth C. Burns, AIA, Principal



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

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

**AMENDMENT I TO CONTRACT**

January 17, 2023

Republic Services of Beaumont  
 Atten: Jade Rayburn  
 6425 State Highway 347  
 Beaumont, TX 77705

Dear Ms. Rayburn:

This letter will serve as Amendment I (one) to contract IFB 22-046/MR, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County.

Amendment I (one) will add service for the Mid County Tax Office. The service will be for a 2 yard trash container to be emptied once a week at a cost of \$36.80 per month.

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Container per Month	Additional Costs
Mid County Tax Office 4605 Jerry Ware Dr. Beaumont, TX 77705 Contact: Pam Yates	1	2 cu yd	1 day per week	\$36.80	\$0.00

Please sign below, and return to Mistey Reeves, Assistant Purchasing Agent via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us).

  
 Republic Services of Beaumont

1.18.2023


Date

  
 Jeff R. Branick  
 Jefferson County Judge

1.24.23

Date

Attest:

  
 Roxanne Acosta-Hellberg  
 Jefferson County Clerk

1.24.23

Date





CONTRACT # 2023-03- Hillcrest Memorial Gardens, Inc Orange Forest Lawn Claybar Haven of Rest  
 Burial # \_\_\_\_\_ P.O. Box 2060 P.O. Box 2060 Cemetery & Crematory  
 Reference(s) # \_\_\_\_\_ 4560 Hwy 87 South 2312 Irving P.O. Box 27  
 \_\_\_\_\_ Orange, Texas 77631-2060 Orange, Texas 77631-2060 Hwy 90 at Green Pond Road  
 \_\_\_\_\_ (409) 735-7145 (409) 735-7145 Beaumont, Texas 77704  
 \_\_\_\_\_ (409) 892-3456

Date: January 17, 2023 PURCHASE AGREEMENT

I, (We), Jefferson County Public Health Dept.  
#IFB 18-036/YS Email: \_\_\_\_\_  
 Address: 1295 PEARL ST.  
BEAUMONT, TX 77701 Phone #: 409-835-8530

hereby agree to purchase, subject to the provisions on the reverse side of this agreement and the rules and regulations of:

Hillcrest Memorial Gardens, Inc  Orange Forest Lawn  Claybar Haven of Rest & Crematory

(Hereinafter called "The Memorial Park") the number of interment, entombment, or inurement space in the location described and any service or merchandise as so stated at the price and terms as follows:

**PROPERTY DESCRIPTION**

Garden: SERENITY  
 Section: \_\_\_\_\_ Lot: \* \_\_\_\_\_  
 Block: \* \_\_\_\_\_ Spaces: \* \_\_\_\_\_  
 Section: \_\_\_\_\_ Block: \_\_\_\_\_  
 Block: \_\_\_\_\_ Spaces: \_\_\_\_\_  
 No. of Spaces \_\_\_\_\_ Square Ft \_\_\_\_\_  
 Mausoleum Unit \_\_\_\_\_  
 Crypt: \_\_\_\_\_ Level \_\_\_\_\_

Special Note: If any item listed is in reference to Memorialization, Granite, Scrolls and/or Service Arrangements an appropriate "MEMORIAL ORDER" and/or "REQUEST AND AUTHORIZATION" must be completed and made part of this agreement.

PAYMENT: \_\_\_\_\_

CFH/CKW/FF CONTRACT # \_\_\_\_\_

**MERCHANDISE - PROPERTY - SERVICES**

QTY	ITEM DESCRIPTION	COST
50	A. Ground Space..... \$245.96/ea	\$ 12,298.00
	B. Mausoleum.....	\$
	C. Niche.....	\$
	D. Discount.....	\$
	Net Property sale (A,B, or C-D).....	\$
50	Perpetual Care..... \$59.04/ea	\$ 2,952.00
	Deed Fee.....	\$
	Liner Installation Fee.....	\$
	Opening & Closing.....	\$
	E. Memorial.....	\$
	Memorial Installation Fee.....	\$
	F. Granite Base.....	\$
	G. Memorial Discount.....	\$
	Net Memorial Sales (E or F-G).....	\$
	Sales Tax.....	\$
	TOTAL PRICE (target).....	\$
	Allowance(s).....	\$
	Other Applicable Discounts.....	\$
	ADJUSTED SALES PRICE.....	\$ 15,250.00

Notations: \* SEPARATE ATTACHMENT TO FOLLOW WITH LOT, BLOCK & SPACE DESCRIPTIONS.

CREDITOR-SELLER:		HILLCREST MEMORIAL GARDENS, INC		
ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)	FINANCE CHARGE (The dollar amount the credit will cost you)	AMOUNT FINANCED (The amount of credit provide to You or on your behalf)	TOTAL OF PAYMENTS (The amount You will have paid after You have made all payments as scheduled)	TOTAL SALE PRICE (The total cost of your purchase on credit including your down payment of)
0.00 %	0.00 %	\$	\$	\$ _____
Your payment schedule is:				
Number of payments	Amount of payments	When payments are due		
	\$	Beginning until paid in full		
0	\$ 0.00	N/A		
	\$			
PREPAYMENT: If You pay off early, You will not have to pay a penalty. ADDITIONAL INFORMATION: See your contract documents for information about nonpayment, default, the right to accelerate, and the requirement for payment in full before delivery of contracted goods and services by the Seller.				

**RIGHTS OF PURCHASER AND SELLER**

Buyer is entitled to and acknowledges receipt of a copy of this agreement and the Notice of Cancellation (on reverse side of contract) at the time Buyer(s) sign(s) this agreement. All parties have read and understand the terms and provisions of this agreement and all parties hereunder and when signed by the purchaser and signed by and accepted by an Executive Officer of "The Memorial Park" this agreement shall become effective and shall be binding on the parties hereto, their heirs, personal representatives and successors subject to the right of cancellation described hereafter. This agreement contains a complete agreement between the parties and no agent or representative has any authority to modify, add to or change the terms or conditions set forth herein. 1. Do not sign this contract before you read it or if it has any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law you have the right, among others, to pay in advance the unpaid balance due under this contract and to obtain under certain conditions a partial refund of the Finance Charge.

I (We) have read this contract, including the back, and received a copy of the agreement IN WITNESS WHEREOF, the Buyer has executed

this 17th day of January, 2023

Buyer: \_\_\_\_\_ FSA \_\_\_\_\_

Issue Deed to Jefferson County Public Health Dept.

Accepted By: \_\_\_\_\_

ATTEST  
 DATE 1-24-23  
 \_\_\_\_\_

October 1, 2022

Jack Brooks Regional Airport  
5000 Jerry Ware Dr. Suite 100  
Beaumont, TX 77705

Attn: Alex Rupp

Dear Mr. Rupp :

This letter outlines the services to be provided and terms of business under which e.Sullivan Advertising and Design, Inc. is to be appointed Marketing Communications Agency for Jack Brooks Regional Airport, commencing October 1, 2022 or such date as shall be agreed and ending September 30, 2023.

The service that e. Sullivan Advertising and Design and staff will provide are summarized as follows:

1. Develop communications plans and budget estimates based on your marketing objectives and strategies. If possible, we will endeavor to relate these plans to measured objectives to determine effectiveness. We will also assist in developing marketing objectives and strategies if desired.
2. Provide all creative, production and media services to develop advertisements, commercials, media advertising plans, direct mail, billboards, brochures and other projects as required by the plan and as agreed to by the client. Arrange photography, printing, display construction, publicity, etc., as needed. Carry through production in all aspects to completion.
3. Provide continuous, as-needed, account service and consultation to ensure prompt completion of projects.
4. Provide public relations counsel on matters corporate or marketing, and maintain on-going publicity projects in accordance to the plan.
5. Develop and implement specialized areas of promotion as needed such as internal communications, telemarketing, direct response, sales presentations, incentive promotions, etc.
6. Maintain internal procedures that ensure budget control, prompt billing and quality control.

7. Provide regular contact reports on all meeting decisions, regular financial and project status reports.

***Approval and authority are provided as follows:***

The agency will submit the following to the client for approval: all advertising plans and campaigns; copy, layouts, artwork, storyboards and scripts; media schedules, cost estimates of these various items when required; and other specified projects. The agency will therefore require the client's authority before ordering production materials, making contracts with suppliers and making reservation or contracts for media space or time.

***Agency compensation is provided for as follows:***

For the purposes of this agreement, we are estimating our creative & production services to include but not limited to the following:

- Billboard Design
- Television / Radio Production
- Newspaper / Magazine Advertisement Design
- Web Banner Advertisement Design

All media and outside services, such as artwork and mechanicals, as well as out-of-pocket expense, are charged to the clients. Project time for creative and production services, public relations services and special projects such as research are provided on an hourly rate basis and billed by project.

Although, we will only bill for time actually spent on these various projects and services, we agree that the total billing charges for all work done including creative design, media placement, fees, etc., will not exceed \$39,000.00.

Budget estimates are provided for all programs and, where necessary, quotations on individual projects are supplied. The fee service arrangement will be reviewed at the end of ending date of this agreement and may be renewed for a longer term if agreed to by both parties. Cost accounting procedures are maintained, based on a time-keeping system. Fee arrangements will be reviewed and renegotiated as necessary in light of this experience.

***Responsibility for Mistakes***

Agency will proofread all materials, including those approved in by Airport, which Agency produces for Advertiser hereunder. Agency shall be responsible for any additional costs incurred by Airport as a result of errors by Agency or a Third-party Supplier in production or proofreading, or in connection with product information.

**Termination:**

1 Termination by Either Party : Either party may terminate this Agreement, for cause, by giving the other party thirty (30) days written notice of termination. If the cause given is a breach of an obligation set forth in Agreement, the party can request from the breaching party, in writing, to cure the breach within thirty (30) days of receiving notice.

2 Agency's General Obligations Upon Termination

Agency shall transfer, assign, and make available to Airport or its representative all property and material in the possession or control of Agency or any Third-party Supplier which, pursuant to the terms of this Agreement, is the property of Airport, including all information regarding Airport's marketing, advertising, and promotion concepts and plans, and all orders, contracts, and other arrangements for unused space, time, services, and materials. Upon transfer, Airport shall assume all future obligations and liabilities incurred by Agency and authorized by Airport in accordance with this Agreement in connection with the transferred materials. If any contracts made and authorized by Airport in accordance with this Agreement cannot be transferred, Agency shall complete the performance of such contracts, which will be paid for by Airport in the manner described in this Agreement.

3 Agency's Media Obligations Upon Termination

Upon termination of this Agreement, Agency shall assign to the entity/agency designated by Airport all media buy commitments entered into by Agency on behalf of Airport, provided that Airport has authorized such commitments in accordance with this Agreement. In the event such authorized media buy commitments are non-assignable, Airport shall have the right to make the payments due under such media commitments directly to the Media Vendor.

4 Airport's Obligations Upon Termination

Airport will be liable to pay only for Agency Services actually rendered prior to the effective date of termination which includes costs associated with agreements, contracts, purchased services or products on behalf of Airport by Agency with Airport approval or by terms of the Agreement.

***Billing procedures are as follows:***

All invoices will be billed on or about the first (1<sup>st</sup>) of each month following the month when production & creative services took place. Production billing is itemized in terms of creative services, talent costs, computer art-work, photography, printing, etc., and billed by projects. Where a large project is required, agreement may be sought to invoice as work-in-progress, one-third (1/3) of estimated cost at commencement, one-third (1/3) on approval of camera-ready art, and final detailed invoice on delivery.

Our terms are net thirty (30) days from date of receipt of invoice.

If there are any questions concerning our billing procedures we will be pleased to answer them at any time.

All that we need from you to proceed is a copy of this Letter of Agreement signed by an officer of the company acknowledging the terms of business as detailed. A copy is provided for this purpose.

We look forward to a long, mutually beneficial relationship and to contributing to the achievement of Jack Brooks Regional Airport's long term plan.

Yours sincerely,

Eric Sullivan  
e.Sullivan Advertising & Design

Terms and conditions accepted by client:

Date: 1/19/23

Signature: Eric Sullivan

Title: Pres

Company: e. Sullivan Advertising

ATTEST:

  
 Roxanne Acosta Hellberg



JEFFERSON COUNTY, TEXAS

  
 Jeff R. Branick, County Judge

Date: January 24, 2023



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark *DC*  
Purchasing Agent

Date: January 24, 2023

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

January 24, 2023

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AGRICULTURE	HP ELITEDESK 800 G4 SFF PC	2UA842266N	36475
<i>contact person: Jennifer Coleman</i>			
317th DISTRICT COURT	VERNON'S TEXAS CODED ANNOTATED BOOKS		
317th DISTRICT COURT	VERNON'S TEXAS RULES ANNOTATED BOOKS		
317th DISTRICT COURT	TEXAS CASES BOOKS		
317th DISTRICT COURT	SOUTH WESTERN REPORTER BOOKS		
317th DISTRICT COURT	TEXAS FAMILY LAW SERVICES		
317th DISTRICT COURT	ADVANCED FAMILY LAW		
317th DISTRICT COURT	CHAIR		21244
317th DISTRICT COURT	BURGUNDY FABRIC CHAIR		
<i>contact person: Sylvia Moore</i>			
EMERGENCY MANAGEMENT	INFOCUS PROJECTOR	BFUM01602143	
EMERGENCY MANAGEMENT	JVC CAMCORDER	GZ-MG330AU	
EMERGENCY MANAGEMENT	JVC CAMCORDER	GZ-MG130U	
EMERGENCY MANAGEMENT	NIKON B5000 DIGITAL CAMERA		
<i>contact person: Robert Grimm</i>			
EMPLOYEE HEALTH	BLUE LEATHER OFFICE EXECUTIVE CHAIR		25470
<i>contact person: Rachael Coe</i>			
PURCHASING	CHAIR		
<i>contact person: Sylvia Moore</i>			
SHERIFF	TELEVISION	881-15141044	
<i>contact person: Dana Aguilard</i>			

Approved by Commissioners' Court: \_\_\_\_\_



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in cursive script, appearing to be "DC", is written over the printed name "Deborah Clark".

Date: January 24, 2023

Re: Disposal of Scrap Property

Consider and possibly approve disposal of scrap metal. Scrap property to be transport to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.



JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

DISPOSAL OF SCRAP MATERIALS

January 24, 2023

DEPARTMENT	DESCRIPTION OF PROPERTY	VIN	ASSET NO.
AIRPORT	1997 F250 PICKUP TRUCK	1FDHF25HXVEB13066	21554
AIRPORT	1994 CHEVROLET C3500 PICKUP TRUCK	1GBJC34K6RE270735	29584
AIRPORT	1996 F150 PICKUP TRUCK	1FTEF15Y1TLA78993	30808
<i>contact person: Duke Youmans</i>			
CORRECTIONAL FACILITY	LARGE ELECTRIC MOTOR		
CORRECTIONAL FACILITY	4 TANKLESS WATER HEATERS		
CORRECTIONAL FACILITY	LARGE SINK		
CORRECTIONAL FACILITY	FENCING MATERIALS		
CORRECTIONAL FACILITY	24 LIGHT FIXTURES		
CORRECTIONAL FACILITY	2 ROLLS BARBED WIRE		
CORRECTIONAL FACILITY	RUSTED MAN LIFT		
<i>contact person: Captain K. Harrell</i>			

Approved by Commissioners' Court: \_\_\_\_\_



Verenice Rosales, SPHR  
Director of  
Human Resources and Risk Management  
Tel. (409) 839-2391  
Fax. (409) 839-2399



Jefferson County Courthouse  
1225 Pearl Street  
Suite 201  
Beaumont, TX 77701  
Email: hrdept@jeffcotx.us

### MEMORANDUM

**To:** Fran Lee, 1<sup>st</sup> Assistant County Auditor  
**From:** Verenice Rosales, Director of Human Resources & Risk Management *VR*  
**Date:** January 12, 2023  
**Subject:** Budget Transfer in Human Resources

I am requesting to transfer \$20 from HR Computer equipment (120-1012-415-6002) to Human Resources Minor Equipment (120-1012-415-3084) to cover purchase of a printer for the office of Verenice Rosales.

Please let me know if you need additional info or if you have any questions.



**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT  
MINNIE ROGERS JUVENILE JUSTICE CENTER**

---

5326 Hwy 69 South  
Beaumont, TX 77705  
Ph: (409) 722-7474  
Fx: (409) 726-2896

**Edward J. Cockrell, Sr.,  
Chief Probation Officer**

900 Fourth Street  
Port Arthur, TX 77640  
Ph: (409) 983-8370  
Fx: (409) 983-8348

**MEMORANDUM**

To: Fran Lee  
Auditor's Office

From: Edward J. Cockrell, Sr  
Chief Juvenile Probation Officer

Date: January 13, 2023

Re: **Budget Transfer**

I am requesting the following budget transfer from line item **120-3064**:

To:	120-3064-424.40-09	Buildings and Ground	\$25,000.00
From:	120-3064-424.10-02	Assistants and Clerks	\$25,000.00

Note: The transfer request is to ensure funding for the remainder of the budget year.



## JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

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

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

John Shauburger  
Chief of Corrections  
John.Shauburger@jeffcotx.us

To: Fran Lee  
Jefferson County Auditing Department

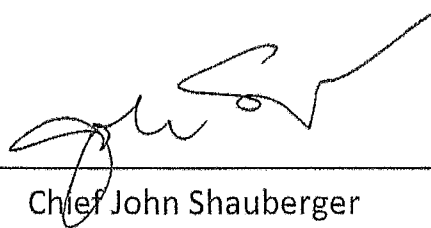
From: Chief John Shauburger  
Jefferson County Sheriff's Office

Re: Transfer Funds FY 2022

Date: January 17, 2023

Please transfer \$300,000.00 from Budget Account 120-3062-423-2003 (Employee Insurance) to 120-3062-423-1098 (Overtime).

Thank You.



---

Chief John Shauburger

INTERLOCAL AGREEMENT  
FOR PROFESSIONAL ENGINEERING SERVICES  
AND WIDENING OF THE NORTH FORK OF TAYLOR’S BAYOU AT SH 124

Between  
COUNTY OF JEFFERSON  
and  
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

STATE OF TEXAS           §  
  §  
COUNTY OF JEFFERSON   §

This Inter-Governmental Agreement between the County of Jefferson, Texas, whose address is 1149 Pearl Street, Beaumont, Texas 77701 hereinafter referred to as "COUNTY" and Jefferson County Drainage District No. 6, a Special District of the State of Texas, whose address is 6550 Walden Road, Beaumont, Texas 77707 (hereinafter called "DISTRICT") under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is as follows:

**WHEREAS**, the COUNTY is approved by the U.S. Department of Housing and Urban Development for OMB No. 2506-0087, Texas CDBG Disaster Recovery Program for lengthening of the bridge at the North Fork of Taylor’s Bayou by TxDOT. (Funding of \$3,451,550 will be provided by the Texas General Land Office CDBG-DR funds, and;

**WHEREAS**, the COUNTY and the DISTRICT desire to utilize the funding to improve the drainage on the North Fork of Taylor’s Bayou which requires the existing bridge to be replaced with a modified extended structure at the SH 124 Bridge; to accommodate the bayou widening and reduce obstructive bridge pilings and;

**WHEREAS**, the COUNTY and the DISTRICT are desirous of reciting in writing certain duties and obligations between the parties hereto;

**FOR AND IN CONSIDERATION** of the mutual benefits flowing to the COUNTY and the DISTRICT as a result of working together to make improvements to the drainage infrastructure, and in consideration of ten dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**WITNESSETH**

1. The COUNTY will competitively procure professional engineering services to design the new extended replacement bridge at SH 124 and the North Fork of Taylor's Bayou.
2. The COUNTY and the DISTRICT will equally split the cost of professional engineering services, which exceed the final approved budget for engineering from the CDBG Funds for the Taylor's Bayou Drainage Improvements project, (excluding the initial sixty-one thousand and four dollars \$61,004.00 previously agreed to by the COUNTY). The excess to equally split shall not exceed five hundred thousand dollars (\$500,000.00) based on the final completion cost of this service.
3. The COUNTY will track and account for all professional engineering services expenses at contracted rates.
4. On a monthly basis or greater, at its convenience, the COUNTY will invoice the DISTRICT for fifty (50%) of the incurred costs to date. The invoice will include all back-up documentation that justifies the invoice amount, such as contracted engineering invoices.
5. The DISTRICT shall reimburse the COUNTY within thirty (30) days of the date of the invoice.
6. The DISTRICT will use in-house equipment and force account labor to widen the North Fork of Taylor's Bayou outside of the Texas Department of Transportation Right-of Ways as needed and shown on the construction plans.
7. The DISTRICT will be responsible for project layout, and project management necessary to widen the North Fork of Taylor's Bayou outside of the Texas Department of Transportation Right-of Ways.
8. The DISTRICT will track and account for all force account expenses at agreed government rates and provide them to the COUNTY upon request.

- 9. The DISTRICT will cover one hundred (100%) of the cost to widen the North Fork of Taylor’s Bayou outside of the Texas Department of Transportation Right-of Ways for purposes of replacing the SH 124 existing bridge.
- 10. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for final and binding resolution.

**JEFFERSON COUNTY, TEXAS**

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

Jeff Branick  
 County Judge  
 Jefferson County, Texas

ATTEST:

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6**

WITNESS OUR HANDS effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

Joshua W. Allen, Sr.  
 Board President  
 Jefferson County Drainage District No. 6

ATTEST:

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
CITY OF BEAUMONT - LANDFILL	630.00	502706	
ENTERGY	978.49	502719	
S.E. TEXAS BUILDING SERVICE	325.00	502738	
SOUTHEAST TEXAS WATER	7.00	502739	
GULF COAST	2,962.38	502826	
			4,902.87**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	80.30	502712	
RITTER @ HOME	31.74	502732	
SETZER HARDWARE, INC.	99.43	502735	
S.E. TEXAS BUILDING SERVICE	346.66	502738	
AT&T	132.66	502742	
W. JEFFERSON COUNTY M.W.D.	28.77	502744	
BUMPER TO BUMPER	57.10	502783	
CENTERPOINT ENERGY RESOURCES CORP	638.50	502784	
PRO CHEM INC	378.30	502806	
KREATIVE KAMERA PHOTOGRAPHY	225.00	502818	
CY-FAIR TIRE	84.45	502824	
GULF COAST	631.47	502826	
MUNRO'S UNIFORM SERVICES, LLC	40.00	502840	
AMAZON.COM SERVICES LLC	966.09	502844	
			3,740.47**
ROAD & BRIDGE PCT. # 3			
CITY OF PORT ARTHUR - WATER DEPT.	45.64	502711	
GULF COAST AUTOMOTIVE, INC.	15.79	502718	
S.E. TEXAS BUILDING SERVICE	65.00	502738	
CENTERPOINT ENERGY RESOURCES CORP	45.83	502784	
ALL SERV INDUSTRIAL LLC	331.56	502792	
A-1 MAIDA FENCE COMPANY	225.00	502815	
MUNRO'S UNIFORM SERVICES, LLC	23.95	502840	
			752.77**
ROAD & BRIDGE PCT.#4			
AT&T	102.50	502742	
			102.50**
PARKS & RECREATION			
ENTERGY	1,451.15	502719	
RITTER @ HOME	402.72	502732	
LOWE'S HOME CENTERS, INC.	243.38	502775	
AMAZON.COM SERVICES LLC	334.95	502844	
			2,432.20**
GENERAL FUND			
TAX OFFICE			
UNITED STATES POSTAL SERVICE	404.34	502772	
ROCHESTER ARMORED CAR CO INC	378.40	502800	
ODP BUSINESS SOLUTIONS, LLC	640.02	502838	
			1,422.76*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	510.00	502725	
UNITED STATES POSTAL SERVICE	11.42	502772	
			521.42*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	1,735.00	502772	
			1,735.00*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	227.03	502772	
			227.03*
COUNTY JUDGE			
THOMSON REUTERS-WEST	129.50	502810	
			129.50*
RISK MANAGEMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	8.66	502772	
ADAN PEREZ JR	70.88	502839	
COUNTY TREASURER			79.54*
UNITED STATES POSTAL SERVICE	77.44	502772	
PURCHASING DEPARTMENT			77.44*
UNITED STATES POSTAL SERVICE	55.45	502772	
GENERAL SERVICES			55.45*
CASH ADVANCE ACCOUNT	80.00	502723	
NUTRITION & SERVICES FOR SENIORS	65,000.00	502728	
ROCHESTER ARMORED CAR CO INC	6,356.94	502800	
WALMART CAPITAL ONE	94.99	502834	
AMAZON.COM SERVICES LLC	1,233.78	502844	
DATA PROCESSING			70,298.15*
CDW COMPUTER CENTERS, INC.	1,820.32	502749	
AMAZON.COM SERVICES LLC	109.99	502844	
VOTERS REGISTRATION DEPT			1,930.31*
UNITED STATES POSTAL SERVICE	211.37	502772	
DISTRICT ATTORNEY			211.37*
UNITED STATES POSTAL SERVICE	78.80	502772	
LEGAL MEDIA INC	280.00	502846	
DISTRICT CLERK			358.80*
UNITED STATES POSTAL SERVICE	264.43	502772	
AMAZON.COM SERVICES LLC	521.33	502844	
CRIMINAL DISTRICT COURT			785.76*
WENDELL RADFORD	3,556.25	502730	
NATHAN REYNOLDS, JR.	4,625.00	502731	
LAURIE PEROZZO	900.00	502793	
JASON ROBERT NICKS	4,375.00	502794	
THE SAMUEL FIRM, PLLC	800.00	502823	
60TH DISTRICT COURT			14,256.25*
UNITED STATES POSTAL SERVICE	25.77	502772	
172ND DISTRICT COURT			25.77*
JEFFERSON CTY. BAR ASSOCIATION	125.00	502722	
252ND DISTRICT COURT			125.00*
UNITED STATES POSTAL SERVICE	.49	502772	
JASON ROBERT NICKS	4,375.00	502794	
279TH DISTRICT COURT			4,375.49*
ANITA F. PROVO	977.50	502729	
UNITED STATES POSTAL SERVICE	.49	502772	
JOEL WEBB VAZQUEZ	385.00	502780	
KIMBERLY PHELAN, P.C.	325.00	502785	
REAUD MORGAN & QUINN LLP	330.00	502790	
BRITTANIE HOLMES	880.00	502807	
THOMSON REUTERS-WEST	60.00	502810	
WILLIAM FORD DISHMAN	880.00	502812	
MATUSKA LAW FIRM	550.00	502814	
SHELANDER LAW OFFICE	770.00	502832	
317TH DISTRICT COURT			5,157.99*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	8.55	502772	8.55*
JUSTICE COURT-PCT 1 PL 1			
TAC - TEXAS ASSN. OF COUNTIES	70.00	502743	
UNITED STATES POSTAL SERVICE	44.05	502772	114.05*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	28.97	502772	28.97*
JUSTICE COURT-PCT 2			
ODP BUSINESS SOLUTIONS, LLC	195.63	502838	195.63*
JUSTICE COURT-PCT 4			
TEXAS JUSTICE CT.JUDGES ASSOC., INC.	75.00	502786	
ODP BUSINESS SOLUTIONS, LLC	123.90	502838	198.90*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	80.89	502772	
ODP BUSINESS SOLUTIONS, LLC	19.99	502838	
AMAZON.COM SERVICES LLC	179.94	502844	280.82*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	3.44	502772	3.44*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE	10.80	502772	10.80*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	3.93	502772	3.93*
COURT MASTER			
ODP BUSINESS SOLUTIONS, LLC	262.84	502838	262.84*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	65.35	502740	
UNITED STATES POSTAL SERVICE	6.38	502772	71.73*
SHERIFF'S DEPARTMENT			
AT&T	176.88	502742	
UNITED STATES POSTAL SERVICE	1,712.78	502772	
COASTAL BUSINESS FORMS	738.50	502808	
ODP BUSINESS SOLUTIONS, LLC	10.42	502838	2,638.58*
CRIME LABORATORY			
AMAZON.COM SERVICES LLC	201.55	502844	201.55*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	752.58	502702	
BOB BARKER CO., INC.	2,070.25	502708	
CITY OF BEAUMONT - WATER DEPT.	3,668.44	502710	
M&D SUPPLY	141.05	502724	
SCOOTER'S LAWNMOWERS	3,319.92	502734	
AT&T	1,456.93	502742	
COKER DOORS & MOLDING CO.	120.00	502747	
LOWE'S HOME CENTERS, INC.	431.70	502775	
TEXAS GAS SERVICE	749.36	502776	
AI FILTER SERVICE COMPANY	765.20	502802	
INDUSTRIAL & COMMERCIAL MECHANICAL	2,500.00	502805	
MATERA PAPER COMPANY INC	94.20	502809	
THOMSON REUTERS-WEST	3,541.35	502810	

NAME	AMOUNT	CHECK NO. 56	TOTAL 56
CARRIER ENTERPRISE LLC	583.77	502811	
WALMART CAPITAL ONE	2.57	502834	
AMAZON.COM SERVICES LLC	278.80	502844	20,476.12*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	8.44	502772	
ODP BUSINESS SOLUTIONS, LLC	117.64	502838	126.08*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	670.05	502710	
EPS	441.60	502714	
BEN E KEITH COMPANY	3,390.14	502779	
CENTERPOINT ENERGY RESOURCES CORP	827.14	502784	
VANSCHUCA SANDERS-CHEVIS	500.00	502787	
FLOWERS BAKING COMPANY OF HOUSTON	113.84	502841	5,942.77*
CONSTABLE PCT 1			
TEXAS STATE UNIVERSITY SAN MARS	315.00	502741	
UNITED STATES POSTAL SERVICE	48.96	502772	
TND WORKWEAR CO LLC	78.95	502817	
COTTON CARGO	304.50	502825	
ODP BUSINESS SOLUTIONS, LLC	262.29	502838	1,009.70*
CONSTABLE-PCT 4			
AT&T	51.25	502742	51.25*
CONSTABLE-PCT 6			
TAC - TEXAS ASSN. OF COUNTIES	160.00	502743	
UNITED STATES POSTAL SERVICE	11.51	502772	171.51*
AGRICULTURE EXTENSION SVC			
ODP BUSINESS SOLUTIONS, LLC	58.56	502838	58.56*
HEALTH AND WELFARE NO. 1			
CLAYBAR HAVEN OF REST	3,720.00	502768	
UNITED STATES POSTAL SERVICE	109.30	502772	
PROCTOR'S MORTUARY INC	3,000.00	502795	
ODP BUSINESS SOLUTIONS, LLC	243.99	502838	7,073.29*
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC.	600.00	502716	
ENTERGY	70.00	502720	
CLAYBAR HAVEN OF REST	1,240.00	502769	1,910.00*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC	1,053.28	502750	1,053.28*
INDIGENT MEDICAL SERVICES			
TDS OPERATING INC	268.00	502821	268.00*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	502767	150.00*
MAINTENANCE-BEAUMONT			
LOUIS AND COMPANY	491.59	502704	
BELL FENCE MFG. CO.	165.00	502709	
W.W. GRAINGER, INC.	1,184.53	502717	
M&D SUPPLY	23.59	502724	
SANITARY SUPPLY, INC.	1,349.34	502733	
ACE IMAGEWEAR	264.04	502736	
AT&T	91.56	502742	

NAME	AMOUNT	CHECK NO.	TOTAL
A1 FILTER SERVICE COMPANY	732.70	502802	
REXEL USA INC	416.08	502820	
AT&T CORP	5,397.85	502831	
TRIANGLE ART & FRAME	698.58	502833	
			10,814.86*
MAINTENANCE-PORT ARTHUR			
COBURN SUPPLY COMPANY INC	1.95	502713	
ENTERGY	5,559.84	502719	
PARKER'S BUILDING SUPPLY	108.80	502843	
			5,670.59*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	22.40	502712	
RITTER @ HOME	77.83	502732	
SETZER HARDWARE, INC.	35.08	502735	
ACE IMAGEWEAR	39.54	502736	
S.E. TEXAS BUILDING SERVICE	4,341.67	502738	
BUBBA'S AIR CONDITIONING	120.00	502745	
SUMMERS ABBEY FLOORING	1,276.02	502748	
CENTERPOINT ENERGY RESOURCES CORP	691.03	502784	
AMAZON.COM SERVICES LLC	150.16	502844	
			6,753.73*
SERVICE CENTER			
SPIDLE & SPIDLE	10,302.52	502705	
AT&T	88.44	502742	
JEFFERSON CTY. TAX OFFICE	7.50	502751	
JEFFERSON CTY. TAX OFFICE	7.50	502752	
JEFFERSON CTY. TAX OFFICE	7.50	502753	
JEFFERSON CTY. TAX OFFICE	7.50	502754	
JEFFERSON CTY. TAX OFFICE	7.50	502755	
JEFFERSON CTY. TAX OFFICE	7.50	502756	
JEFFERSON CTY. TAX OFFICE	7.50	502757	
JEFFERSON CTY. TAX OFFICE	7.50	502758	
JEFFERSON CTY. TAX OFFICE	7.50	502759	
JEFFERSON CTY. TAX OFFICE	7.50	502760	
JEFFERSON CTY. TAX OFFICE	7.50	502761	
JEFFERSON CTY. TAX OFFICE	7.50	502762	
JEFFERSON CTY. TAX OFFICE	7.50	502763	
JEFFERSON CTY. TAX OFFICE	7.50	502764	
JEFFERSON CTY. TAX OFFICE	7.50	502765	
JEFFERSON CTY. TAX OFFICE	7.50	502766	
VOYAGER FLEET SYSTEM, INC.	17,931.52	502778	
EASTEX PRESSURE WASHERS	220.00	502804	
			28,662.48*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	1.92	502772	
			1.92*
			195,986.96**
MOSQUITO CONTROL FUND			
ENTERGY	509.58	502719	
CENTERPOINT ENERGY RESOURCES CORP	543.52	502784	
			1,053.10**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,168.00	502830	
			1,168.00**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	6,183.81	502828	
AMAZON.COM SERVICES LLC	39.99	502844	
			6,143.82**
EMPG GRANT			
AT&T	.85	502707	
VERIZON WIRELESS	146.63	502767	
			147.48**
GRANT A STATE AID			
HAYS COUNTY	15,500.00	502746	

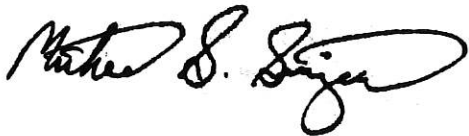
NAME	AMOUNT	CHECK NO.	TOTAL
TCSI, LLC	7,985.42	502829	23,485.42**
COMMUNITY SUPERVISION FND			
CORRECTIONAL COUNSELING, INC.	1,437.36	502703	
UNITED STATES POSTAL SERVICE	203.49	502772	
JCCSC	100.00	502801	1,740.85**
LAW OFFICER TRAINING GRT			
WALMART CAPITAL ONE	204.48	502834	
AMAZON.COM SERVICES LLC	94.20	502844	298.68**
COUNTY CLERK - RECORD MGT			
MANATRON INC	4,004.25	502788	
KOFILE TECHNOLOGIES INC	1,124.88	502803	
TYLER TECHNOLOGIES INC	22,878.14	502827	28,007.27**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	116.52	502710	
UNITED STATES POSTAL SERVICE	3.99	502772	
4IMPRINT, INC.	2,274.13	502773	
TEXAS HOTEL & LODGING ASSOCIATION	400.00	502791	
AT&T CORP	265.16	502831	
MUNRO'S UNIFORM SERVICES, LLC	122.61	502840	3,182.41**
CAPITAL PROJECTS FUND			
THE HEARTFIELD LAW FIRM	2,500.00	502799	2,500.00**
AIRPORT FUND			
SPIDLE & SPIDLE	3,175.16	502705	
HALLENBECK RADIATOR SERVICE	375.00	502721	
MOTION INDUSTRIES, INC.	13.91	502726	
NOACK LOCKSMITH	12.00	502727	
SMART'S TRUCK & TRAILER, INC.	218.47	502737	
S.E. TEXAS BUILDING SERVICE	4,246.66	502738	
AT&T	431.28	502742	
MR. ROOTER PLUMBING	1,589.28	502770	
UNITED STATES POSTAL SERVICE	.98	502772	
WESTEND HARDWARE CO	35.96	502774	
LOWE'S HOME CENTERS, INC.	346.73	502775	
TEXAS COMMISSION ON ENVIRONMENTAL	200.00	502777	
AIR SOLUTIONS	1,130.70	502781	
CBA LIGHTING & CONTROLS	1,495.97	502782	
CENTERPOINT ENERGY RESOURCES CORP	2,985.44	502784	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	278.90	502813	
EAGLE PUMP & METERS INC	1,478.00	502816	
TITAN AVIATION FUELS	129,014.42	502822	
CHARTER COMMUNICATIONS	115.59	502836	
MUNRO'S UNIFORM SERVICES, LLC	98.98	502840	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	157.80	502842	147,401.23**
AIRPORT IMPROVE. GRANTS			
FITZ & SHIPMAN, INC.	17,500.00	502715	
QED AIRPORT & AVIATION CONSULTANTS	6,770.00	502796	
GARVER LLC	6,317.40	502797	
APPLIED PAVEMENT TECHNOLOGY, INC.	5,973.55	502835	
BRIZO CONSTRUCTION LLC	361,796.95	502845	398,357.90**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	94,203.52	502819	94,203.52**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	16,096.65	502681	
CLEAT	306.00	502682	
JEFFERSON CTY. TREASURER	12,146.35	502683	

NAME	AMOUNT	CHECK NO.	TOTAL
RON STADTMUELLER - CHAPTER 13	182.31	502684	
INTERNAL REVENUE SERVICE	208.00	502685	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,740.00	502686	
JEFFERSON CTY. COMMUNITY SUP.	6,908.94	502687	
JEFFERSON CTY. TREASURER - HEALTH	553,997.84	502688	
JEFFERSON CTY. TREASURER - GENERAL	45.00	502689	
JEFFERSON CTY. TREASURER - PAYROLL	2,217,633.47	502690	
JEFFERSON CTY. TREASURER - PAYROLL	807,824.29	502691	
MONY LIFE INSURANCE OF AMERICA	62.88	502692	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,738.51	502693	
JEFFERSON CTY. TREASURER - TCDRS	896,985.07	502694	
JEFFERSON COUNTY TREASURER	2,998.30	502695	
JEFFERSON COUNTY - TREASURER -	8,468.70	502696	
NECHES FEDERAL CREDIT UNION	35,124.08	502697	
JEFFERSON COUNTY - NATIONWIDE	101,488.85	502698	
SBA - U S DEPARTMENT OF TREASURY	286.87	502699	
CONSERVE	217.94	502700	
INVESCO INVESTMENT SERVICES, INC	656.66	502701	
			4,667,116.71**
LANGUAGE ACCESS FUND			
ANITA U SEPEDA	100.00	502798	100.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,056.45	502789	2,056.45**
MARINE DIVISION			
ENTERGY	902.90	502719	
AT&T	108.30	502742	1,011.20**
SHERIFF - COMMISSARY			
WALMART CAPITAL ONE	109.76	502834	109.76**
			5,586,001.57***

## AGENDA ITEM

Commissioner Sinegal PCT.3 Road & Bridge replacement of 2018 Ford F150 that was totaled on 12-13-2022 due to an accident by Jadon Alvarez. PCT.3 requesting funds for a new truck from the contingency fund.

Commissioner Sinegal PCT.3

A handwritten signature in black ink, appearing to read "Mark S. Sinegal". The signature is written in a cursive style with a large, looping initial "M".



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



1085 Pearl St, Room 103  
Beaumont, TX 77701

**Jevonne Smith Pollard**  
Constable, Precinct One

January 17, 2023

Jeff Branick, County Judge  
1149 Pearl St.  
Beaumont, TX 77701

Re: Agenda Item

Dear Judge Branick,

I would like to place an item on the agenda for the Commissioner's Court Meeting Tuesday, January 24, 2023.

Please consider and possibly approve the hiring of George Nedd as a Reserve Deputy Constable with the Constable's Precinct 1 Office in accordance with Local Government Code (LGC)86.011.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jevonne Pollard", is written over a horizontal line.

Jevonne Pollard  
Constable Pct. 1

**SECOND AMENDMENT TO  
ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE  
REINVESTMENT ZONE**

This Second Amendment Abatement Agreement for Property Located in the Reinvestment Zone (this "Amendment") is entered into by and between Jefferson County, Texas ("County") and Port Arthur LNG, LLC ("PALNG") and PALNG Common Facilities Company, LLC ("PALNG CFC") (PALNG and PALNG CFC hereinafter collectively referred to herein as "Owner"), to be effective as of March 25, 2019 ("Effective Date").

**WHEREAS**, the County and Owner entered into that certain Abatement Agreement For Property Located in the Reinvestment Zone dated March 25, 2019 and on January 14, 2020 the County and Owner entered into that certain Amendment to Abatement Agreement For Property Located in the Reinvestment Zone dated to be effective March 25, 2019 (collectively the "Tax Abatement Agreement"); and

**WHEREAS**, Owner is the owner of record in County's real property records of the real property on which the project that is the subject of this Amendment ("Project") will be constructed, and the owner of the improvements to the real property that will constitute the Project. Owner has requested that the County modify the Agreement to delay the beginning date of the tax abatement percentages agreed to and the real interests and obligations outlined in the Agreement; and

**WHEREAS**, it continues to be the intent of the Parties that all of the rights, duties and obligations granted or imposed by the Agreement with respect to Owner remain in full force and effect (as amended by this Amendment); and

**WHEREAS**, the Parties acknowledge that circumstances beyond the control of Owner, specifically difficulties occasioned by COVID-19 and other unanticipated exigencies, have delayed the commencement of construction of the Project and the Owner would suffer the loss of the intended benefits of the original Agreement if this Amendment were not entered into; and

**WHEREAS**, the County and Owner desire to further amend the Tax Abatement Agreement as more specifically set forth herein;

**NOW, THEREFORE**, in consideration of the recitals set forth above and the mutual obligations and promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Tax Abatement Agreement is hereby amended as set forth in this Amendment:

1. Capitalized terms used in this Amendment have the same meanings given to them in the Agreement unless otherwise defined herein.
2. Amendment to Section 4. Section 4 of the Agreement is deleted in its entirety and replaced with the following:

**4. TERM OF ABATEMENT**

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the “Effective Date”). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2026 and shall terminate on December 31, 2035, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2025, this AGREEMENT shall be null and void.

3. Amendments to Section 5. The date of “2024” in the first sentence of Section 5(a) of the Agreement is deleted in its entirety and replaced with the date of “2028”. The date “January 1, 2023” in the first sentence of Section 5(a) of the Agreement is deleted in its entirety and replaced with the date of “January 1, 2028”. The dollar amount “\$5.6 billion” in Section 5(c) of the Agreement is deleted in its entirety and replaced with the dollar amount “\$8 billion”.
4. Amendments to Section 16. Owner contacts for Notice are deleted in their entirety and replaced with the following contacts:

**OWNER:** Port Arthur LNG, LLC  
 PALNG Common Facilities Company, LLC  
 1500 Post Oak Blvd, Suite 100  
 Houston, TX 77056  
 Attn: Asset Management  
 Email: [PALNGAssetManagement@SempraGlobal.com](mailto:PALNGAssetManagement@SempraGlobal.com)

*With a copy to:* Sempra Infrastructure Partners, LP  
 1500 Post Oak Blvd, Suite 100  
 Houston, TX 77056  
 Attn: Chief Legal Officer  
 Email: [SIGeneralCounsel@SempraGlobal.com](mailto:SIGeneralCounsel@SempraGlobal.com)

5. Amendment to Tax Abatement Schedule. The Tax Abatement Schedule appended to the end of the Agreement is deleted in its entirety and replaced with the following:

**“Tax Abatement Schedule”**

<b>Tax Year</b>	<b>Abatement Percentage</b>
1. 2026	100%
2. 2027	100%
3. 2028	100%
4. 2029	100%
5. 2030	100%
6. 2031	100%
7. 2032	100%
8. 2033	100%
9. 2034	100%
10. 2035	100%

6. Ratification. The terms of the Agreement, as amended by this Amendment, comply in all respects with all applicable tax abatement policies, guidelines and criteria. To the extent required by applicable law, the parties agree that the Tax Abatement Agreement

is reinstated as of the Effective Date. As amended by this Amendment, all of the terms, covenants, and conditions of the Agreement, and all rights and obligations of the County and Owner thereunder remain in full force and effect, as amended by this Amendment. Owner re-confirms that it understands and will comply with Section 5(h) of the Agreement.

[remainder of this page blank – signatures follow]

This AMENDMENT is executed in duplicate this 15<sup>th</sup> day of September 2022 to be effective March 25, 2019.

**FOR THE COUNTY:**

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

**ATTEST:**

By: [Signature]  
Laura Leister Roxanne Acosta-Helberg  
County Clerk



**FOR OWNER:**

**Port Arthur LNG, LLC**

By: [Signature]  
James R. Asay  
Vice President - Tax

**PALNG Common Facilities Company, LLC**

By: [Signature]  
James R. Asay  
Vice President - Tax





# Victims of Crime Act Resolution

**Whereas**, the Jefferson County Commissioners' Court finds it in the best interest of the citizens of Jefferson County that the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center be operated for the Fiscal Year 2023– 2024; and

**Whereas**, Jefferson County Commissioners' Court agrees to provide any applicable matching funds for the said project as required by the Victims of Crime Act grant application; and

**Whereas**, Jefferson County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Jefferson County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full; and

**Whereas**, Jefferson County Commissioners' Court designates the County Judge as the grantee's authorized official: the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

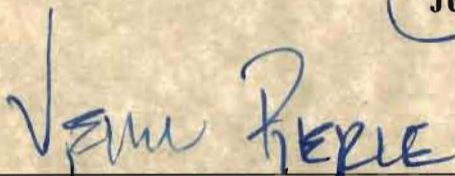
**NOW THEREFORE, BE IT RESOLVED** that the Commissioners' Court of Jefferson County, Texas, does hereby approve submission of the grant application for the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center to the Office of the Governor, Criminal Justice Division.

Grant Application Confirmation Number: 2103212

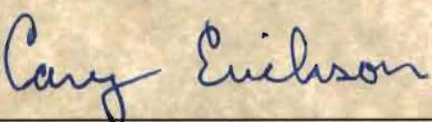
SIGNED this 24 day of January, 2023.

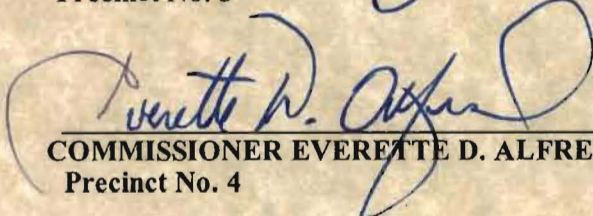


  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge

  
\_\_\_\_\_  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



Jefferson County Courthouse  
P.O. Box 4025  
Beaumont, Texas 77704



Office (409) 835-8442  
Fax (409) 835-8628  
[vernon.pierce@jeffcotx.us](mailto:vernon.pierce@jeffcotx.us)

## **Vernon Pierce**

Jefferson County  
Commissioner Pct. #1

January 18, 2023

Annette Reedy  
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following agenda items on the Jefferson County Commissioners' Court Agenda under County Commissioners for January 24, 2023.

Consider and possibly approve exempting the following groups from paying for security during their scheduled events, when using the Jury Impaneling Room, for the year 2023:

Dispute Resolution Center  
Election School  
Family Services  
Jefferson County Bar Association  
Jefferson County Democratic Party  
Jefferson County Republican Party  
Jefferson County Libertarian Party  
Jefferson County Green Party  
Jefferson County Clerk's office for meetings and training related to Elections  
Jefferson County Coalition for Victims of Crime  
Jefferson County Deputy Constable Association  
Jefferson County District Clerk's office for Passport Day

The security expense will be paid via budgeted Courthouse Security Fee fund.

Thank you,

Vernon Pierce  
County Commissioner, Pct. #1





# Resolution

**WHEREAS**, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Jefferson County Family Treatment Drug Court be operated for the 2023-2024 fiscal year and the grant funds may be available through criminal Justice Division; and

**WHEREAS**, Commissioners Court of Jefferson County recognizes that the Court has been established since June 2005 and will continue to be operational for the 2023-2024 fiscal year,

**WHEREAS**, Commissioners Court of Jefferson County agrees that in the event of loss or misuse of the Criminal Justice Division Funds Commissioners court of Jefferson County assures that the funds will be returned to the Criminal Division in full; and

**WHEREAS**, Commissioners Court of Jefferson County designates the County Judge, as the grantee's authorized official and authorized official is given the power to apply for, accept, reject or terminate the grant on behalf of the applicant agency; and


**WHEREAS**, this grant will not require matching funds and it is a grant that is sought annually.


**NOW, THEREFORE, BE IT RESOLVED** Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Family Treatment Drug Court to the Office of the Governor, Criminal Justice Division.

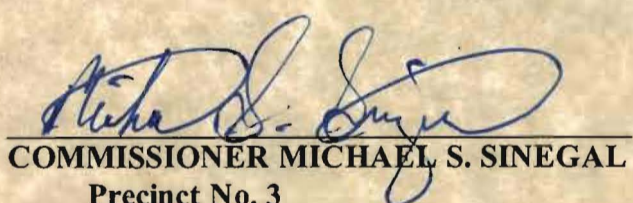
Grant/ Application Number 1869018

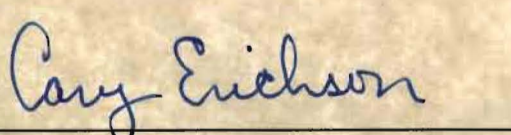
Signed this 24 day of January, 2023



  
\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge

  
\_\_\_\_\_  
**COMMISSIONER VERNON PIERCE**  
Precinct No. 1

  
\_\_\_\_\_  
**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3

  
\_\_\_\_\_  
**COMMISSIONER CARY ERICKSON**  
Precinct No. 2

  
\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4





Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Form with fields: Entity Name, Date, Agency/Department Name, Name of Chief Executive Officer, Name of Head of Law Enforcement Agency

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of \_\_\_\_\_ (“Grantee”) and as head of \_\_\_\_\_ (“Agency”), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2024 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2024 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency’s receipt or DHS’s issuance of detainer requests, or in any way limits or restricts Grantee’s and Agency’s full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency





# Resolution

**BE IT RESOLVED** that Jefferson County certifies that the objectives of the Jefferson County Criminal District Attorney's VAWA Grant application for funding for September 1, 2023 through August 31, 2024 from the Criminal Justice Division of the Governor's Office have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in the application. Jefferson County will provide for any applicable cash match. In the event of loss or misuse of Criminal Justice Division funds, Jefferson County assures that the funds will be returned to the Criminal Justice division in full.

**WHEREAS**, The Commissioners' Court of Jefferson County, Texas has authorized the County Judge, Jeff R. Branick, to apply for, accept, reject, alter, or terminate the grant.

**NOW THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS** approves submission of the grant application for the Family Violence/Crimes Against Women Unit/Criminal District Attorney to the Office of the Governor, Criminal Justice Division.

**Grant Number: 1346626**

SIGNED this 24 day of January, 2023.



  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge

  
\_\_\_\_\_  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





# Resolution

## COVERDELL FORENSIC SCIENCES IMPROVEMENT PROGRAM

**WHEREAS**, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Crime Laboratory Improvement Project be operated for the 2024 project year; and

**WHEREAS**, this grant will not require matching funds; and

**WHEREAS** The Jefferson County Commissioner’s Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, The Jefferson County Commissioner’s Court assures that the funds will be returned to the Criminal Justice Division in full; and

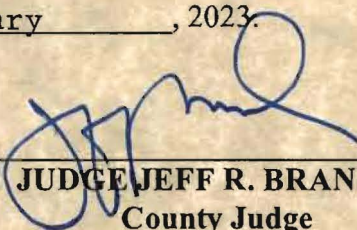
**WHEREAS**, The Jefferson County Commissioner’s Court designates the Jefferson County Judge, as the grantee’s authorized official and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and


**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Crime Laboratory Improvement Project to the Office of the Governor, Criminal Justice Division.

Grant /Application Number 4731401

SIGNED this 24 day of January, 2023.



  
\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge

  
\_\_\_\_\_  
**COMMISSIONER VERNON PIERCE**  
Precinct No. 1

  
\_\_\_\_\_  
**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3

  
\_\_\_\_\_  
**COMMISSIONER CARY ERICKSON**  
Precinct No. 2

  
\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4



OWNERSHIP CERTIFICATE

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT BRAI INVESTMENTS, LLC, OWNER OF 15.21 ACRES OF LAND, PART OF THE T & N.O.R.R. SURVEY, SECTION NO. 3, ABSTRACT NO. 258, JEFFERSON COUNTY, TEXAS AS CONVEYED TO IT BY DEED DATED 8/24/2016 RECORDED IN FILE NUMBER 2016026723, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, TEXAS DOES HEREBY SUBDIVIDE 15.21 ACRES OF LAND, TO BE KNOWN AS LOTS 1 THRU 4, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS 10th DAY OF

January 20, 2023
BRAI INVESTMENTS, LLC
THERON TATE, MANAGER

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THERON L. TATE, MANAGER OF BRAI INVESTMENTS, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 10th DAY OF January, A.D., 2023

STACEY GARZA
Notary ID #131136064
My Commission Expires May 18, 2025

NOTARIAL PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS
MY COMMISSION EXPIRES 5/18/2025 (DATE)

COUNTY APPROVAL CERTIFICATE

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE DAY OF A.D. 2023, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1 JEFFERSON COUNTY, TEXAS
COMMISSIONER PRECINCT NO. 2 JEFFERSON COUNTY, TEXAS
COMMISSIONER PRECINCT NO. 3 JEFFERSON COUNTY, TEXAS
COMMISSIONER PRECINCT NO. 4 JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

COUNTY ENGINEER CERTIFICATION

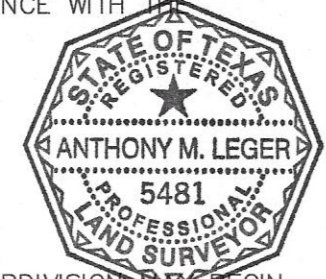
I, MICHELLE FALGOUT, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

MICHELLE FALGOUT
COUNTY ENGINEER

SURVEYORS CERTIFICATION

I, ANTHONY M. LEGER, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481



Development Regulations Notes: NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

Municipal/ETJ note: NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.

School District plat note: THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE NEDERLAND INDEPENDENT SCHOOL DISTRICT.

FEMA flood plain note: NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY COMMUNITY PANEL #480385-0285-C, DATED 11/20/1991, FLOOD ZONE "C".

FILED FOR RECORD AT O'CLOCK M.
COUNTY CLERK, JEFFERSON COUNTY, TEXAS
RECORDED AT O'CLOCK M.
DEPUTY CLERK, JEFFERSON COUNTY, TEXAS
RECORDED IN FILE NO. OFFICIAL PUBLIC RECORDS.

Utility notes:

ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENERGY
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
GAS UTILITY SERVICE WILL BE PROVIDED BY: TEXAS GAS
WATER UTILITY SERVICE WILL BE PROVIDED BY: AQUA TEXAS
SEWER UTILITY SERVICE WILL BE PROVIDED BY: AQUA TEXAS
CABLE UTILITY SERVICE WILL BE PROVIDED BY: SPECTRUM

Sewage Disposal Note:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

Individual Water Supply Note:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

Pipeline Easement Note:

ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

Drainage Easement Note:

ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

Benchmark(s):

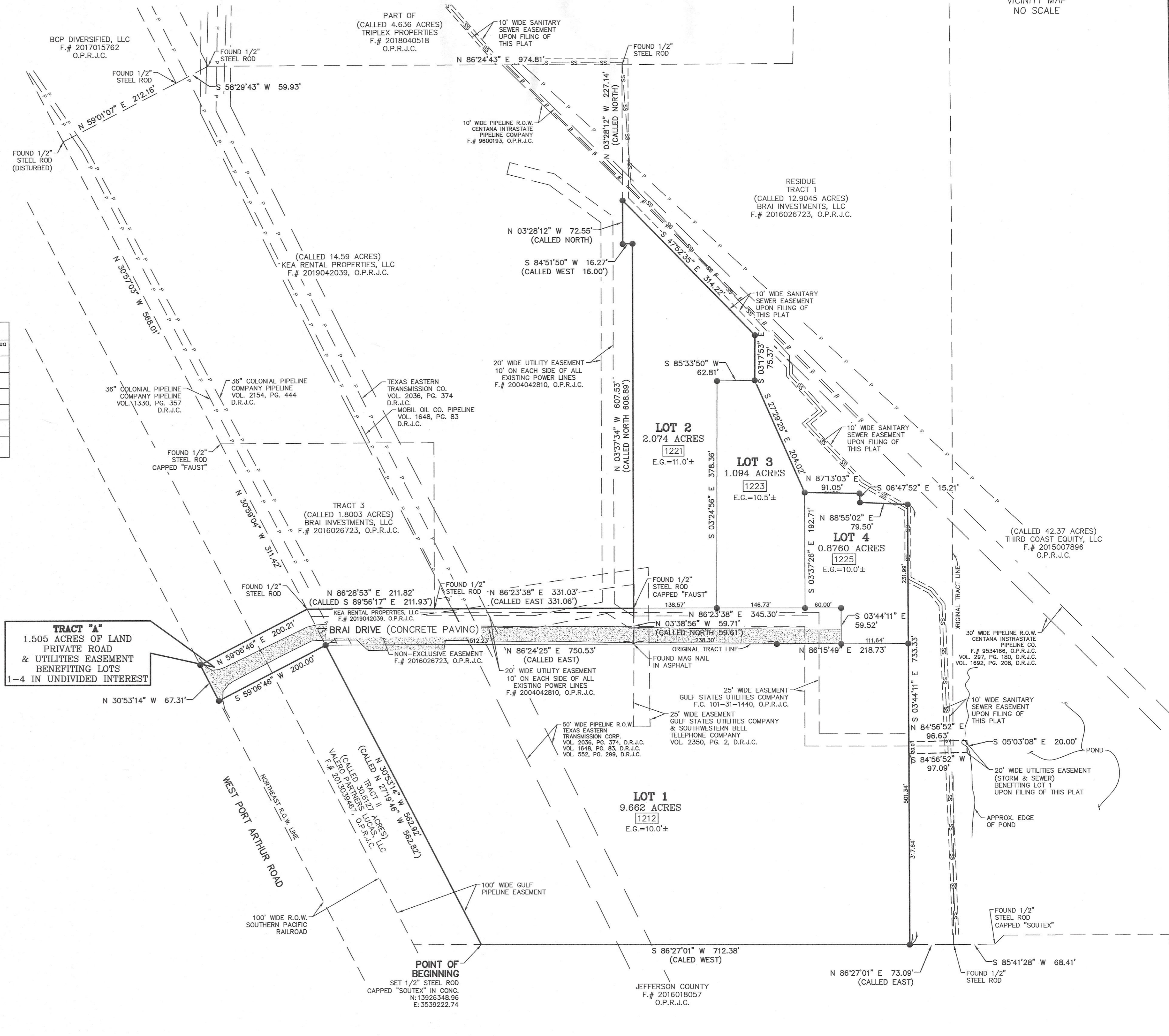
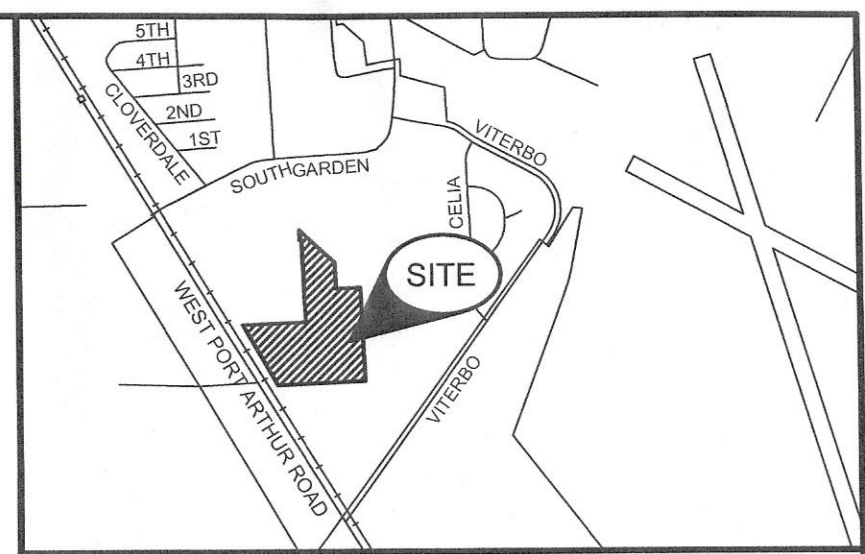
BENCHMARK: SET 1/2" STEEL ROD CAPPED "SOUTEX" IN CONC. ELEV.=???

Table with 4 columns: Type of Facility, Usage Rate - Gallons per day (without water saving devices), Required Clear Area for OSSF (sqft), Usage Rate - Gallons per day (without water saving devices), Required Clear Area for OSSF (sqft). Rows include Single Family less than 1500 sqft, Single Family less than 2500 sqft, Single Family less than 3500 sqft, Single Family less than 4500 sqft, Single Family less than 5500 sqft, Greater than 5500 sqft with additional 1500 sqft or increment.

15.21 ACRES OF LAND OUT OF THE T & N.O.R.R. SURVEY SECTION NO. 3, ABSTRACT NO. 258 JEFFERSON COUNTY, TEXAS
BEING 15.21 acres of land, out of and a part of the T & N.O.R.R. Survey, Section No. 3, Abstract No. 258, Jefferson County, Texas, being part of a tract of land described in a deed to Brai Investments, LLC, recorded in File No. 2016026723, Official Public Records, Jefferson County, Texas, said 15.21 acres tract and said Tract 1, a distance of 16.27' (Called 16.00') to a 1/2" steel rod, capped and marked "SOUTEX", set for corner;
THENCE, North 03 deg, 37 min., 34 sec., West (Called North), on the common line of the (Called 14.59) and said Tract 1, a distance of 607.53' (Called 608.89) to a 1/2" steel rod, capped and marked "SOUTEX", set for corner;
THENCE, South 84 deg, 51 min., 50 sec., West (Called West), continuing on the common line of the (Called 14.59) acre tract and said Tract 1, a distance of 16.27' (Called 16.00') to a 1/2" steel rod, capped and marked "SOUTEX", set for corner;
THENCE, North 03 deg, 28 min., 12 sec., West (Called North), continuing on the common line of the (Called 14.59) acre tract and said Tract 1, a distance of 72.55' to a 1/2" steel rod, capped and marked "SOUTEX", set for the most Northerly corner of the herein described tract, from which a 1/2" steel rod found for the Northeast corner of the (Called 14.59) acre tract, on the South line of the (Called 4.636) acre tract of land described in a deed to Triplex Properties, recorded in File No. 2016040518, Official Public Records, Jefferson County, Texas, bears North 03 deg, 28 min., 12 sec., West (Called North) a distance of 227.14';
THENCE, North 30 deg, 53 min., 14 sec., West (Called North 27 deg, 19 min., 46 sec., West), on the East line of the (Called 30.6127) acre tract, a distance of 562.62' (Called 562.82) to a 1/2" steel rod, capped and marked "SOUTEX", set for corner;
THENCE, South 03 deg, 17 min., 53 sec., East, a distance of 75.37' to a 1/2" steel rod, capped and marked "SOUTEX", set for corner;
THENCE, South 27 deg, 29 min., 35 sec., East, a distance of 204.02' to a 1/2" steel rod, capped and marked "SOUTEX", set for corner;
THENCE, North 88 deg, 55 min., 02 sec., East, a distance of 78.50' to a 1/2" steel rod, capped and marked "SOUTEX", set for the most Easterly Northeast corner of the herein described tract;
THENCE, South 03 deg, 44 min., 11 sec., East, a distance of 733.33' to a 1/2" steel rod, capped and marked "SOUTEX", set on the North line of said Jefferson County Tract; said 1/2" steel rod being the Southeast corner of the herein described tract, from which a 1/2" steel rod found for the Southeast corner of Tract 1, Brai Investments, LLC Tract, bears North 86 deg, 27 min., 01 sec., East (Called East), a distance of 73.09';
THENCE, South 86 deg, 27 min., 01 sec., West (Called West), on the North line of said Jefferson County Tract, a distance of 712.38' to the POINT OF BEGINNING and containing 15.21 acres in a deed to KEA Rentals Properties, LLC, recorded in File No. 2019042039, Official Public Records, Jefferson County, Texas;
This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on February 8, 2022.
Brai Investments, LLC / Theron Tate
22-0005

PLAT OF BRAI INDUSTRIAL COMPLEX

15.21 ACRES OF LAND OUT OF AND PART OF THE T. & N.O.R.R. SURVEY SECTION NO. 3, ABSTRACT NO. 258 JEFFERSON COUNTY, TEXAS



TRACT "A" 1.505 ACRES OF LAND PRIVATE ROAD & UTILITIES EASEMENT BENEFITING LOTS 1-4 IN UNDIVIDED INTEREST

POINT OF BEGINNING SET 1/2" STEEL ROD CAPPED "SOUTEX" IN CONC. F.# 13926348.96 E.3539222.74

Legend: [Symbol] = SITE ADDRESS, [Symbol] = EXISTING GRADE, [Symbol] = OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, [Symbol] = SET 1/2" STEEL ROD CAPPED "SOUTEX"

SURVEYORS NOTES: 1. BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH-CENTRAL ZONE, U.S. SURVEY FEET, REFERENCED TO SMARTNET, N.A. ELEVATIONS SHOWN REFERENCED TO GEOID 18. 2. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE "C". LOCATION ON MAP WAS DETERMINED BY SCALE ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP DATED 11/20/1991, PANEL NO. 480385-0285-C. 3. TEXAS 811-CALL SHOULD BE DONE PRIOR TO ANY DIGGING OR CONSTRUCTION IN CASE OF UNDERGROUND PIPELINES OR UTILITIES.

Job No. 22-0005, Drawn by: TC, Sheet 1 of 1. SOUTEX SURVEYORS logo with a surveyor illustration. Address: 3737 Doctors Drive, Port Arthur, Texas 77642. Tel. 409.983.2004, Fax. 409.983.2005, soutexsurveyors.com. T.B.P.E. FIRM #5755 \* T.X.L.S. FIRM #101238







**JEFFERSON COUNTY SHERIFF'S OFFICE*****Zena Stephens, Sheriff***

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

**Donta Miller**Chief of Law Enforcement  
dmiller@co.jefferson.tx.us**John Shaubarger**Chief of Corrections  
jshaubarger@co.jefferson.tx.us

DATE: January 18, 2023

TO: Judge Jeff Branick  
Commissioner Vernon Pierce  
Commissioner Cary Erickson  
Commissioner Michael Sinegal  
Commissioner Everette Alfred

FROM: Chief Donta Miller

RE: Resolution

Consider and possibly approve a resolution to authorize the County Judge to execute a grant application with the Office of the Governor for the 2023 State Homeland Security Program Grant-Regular Projects SHSP-R. No matching funds are required.

Chief Donta Miller  
Jefferson County Sheriff Office  
Law Enforcement Division





# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**WHEREAS**, The Commissioner's Court of Jefferson County Texas finds it in the best interest of the citizens of Jefferson County, Texas that the State Homeland Security Program Grant SHSP-R be operated for the 2023-2024 calendar year; and that this Grant does not require any matching funds.

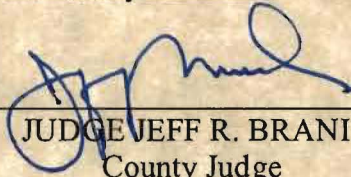
**WHEREAS**, The Commissioners Court of Jefferson County Texas agrees that in the event of loss or misuse of the Office of the Governor funds, The Commissioners Court of Jefferson County Texas assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, The Commissioners Court of Jefferson County Texas designates the Honorable Judge Jeff Branick as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

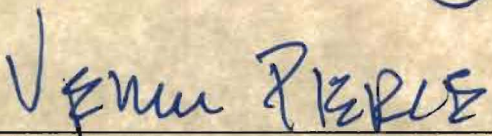
**NOW THEREFORE, BE IT RESOLVED** that The Commissioners Court of Jefferson County, Texas approves submission of the grant application for the State Homeland Security Program Grant SHSP-R to the Office of the Governor.

Grant Number: 4768601


SIGNED this 24 day of January, 2023.

  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge

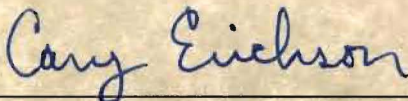




\_\_\_\_\_  
COMMISSIONER VERNON PIERCE  
Precinct No. 1



\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3



\_\_\_\_\_  
COMMISSIONER CARY ERICKSON  
Precinct No. 2



\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





## JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

**Donta Miller**

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

**John Shaubarger**

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

DATE: January 18, 2023

TO: Judge Jeff Branick  
Commissioner Vernon Pierce  
Commissioner Cary Erickson  
Commissioner Michael Sinegal  
Commissioner Everette Alfred

FROM: Chief Donta Miller

RE: Resolution

Consider and possibly approve a resolution to authorize the County Judge to execute a grant application with the Office of the Governor for the 2023 LEPTA Sustaining Special Response Team Project Funding. No matching funds are required.

Chief Donta Miller  
Jefferson County Sheriff Office  
Law Enforcement Division





# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**WHEREAS**, The Commissioner's Court of Jefferson County Texas finds it in the best interest of the citizens of Jefferson County, Texas that the LEPTA Sustaining Special Response Teams Grant be operated for the 2023-2024 calendar year; and that this Grant does not require any matching funds.

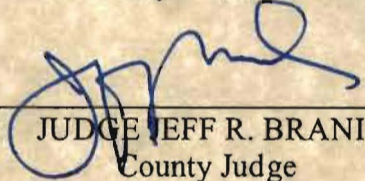
**WHEREAS**, The Commissioners Court of Jefferson County Texas agrees that in the event of loss or misuse of the Office of the Governor funds, The Commissioners Court of Jefferson County Texas assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, The Commissioners Court of Jefferson County Texas designates the Honorable Judge Jeff Branick as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

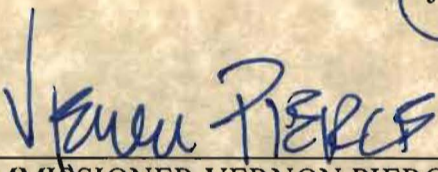
**NOW THEREFORE, BE IT RESOLVED** that The Commissioners Court of Jefferson County, Texas approves submission of the grant application for the LEPTA Sustaining Special Response Teams Grant to the Office of the Governor.

Grant Number: 4768901


SIGNED this 24 day of January, 2023.


  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge



  
\_\_\_\_\_  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4