

Regular, 4/11/2023 10:30:00 AM

BE IT REMEMBERED that on April 11, 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

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

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
April 11, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **11th** day of **April 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 **Regular** 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:

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, that deliberation in open meeting, would have a detrimental effect on the position of 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/commmlink.htm

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning 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 beginning of the meeting. Public comments will be limited to 3 minutes per person.

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

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

- (a). Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 23-012/MR) Development Proposal for Multi-Sports Training Facility Located at Ford Park.

NO ATTACHMENTS

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. 2 (two) to contract (IFB 19-013/YS), Term Contract for Armored Car Service for Jefferson County. This amendment will add pickup, once weekly, to Ford Park Box Office, located at 5115 IH-10 South, Beaumont, TX 77705 at a rate of \$82.46 per month and additional pickups at a rate of \$45.00 each.

SEE ATTACHMENTS ON PAGES 9 - 9

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

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

SEE ATTACHMENTS ON PAGES 10 - 12

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

COUNTY AUDITOR:

- (a). Consider and approve budget transfer– 252nd District Court– replacement of 3 scanners.

SEE ATTACHMENTS ON PAGES 13 - 13

120-2037-412-3084	MINOR EQUIPMENT	\$1,200.00	
120-2037-412-4052	POSTAGE		\$1,200.00

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

(b). Consider and approve budget transfer– JP Pct. 2 – additional office supplies.

SEE ATTACHMENTS ON PAGES 14 - 14

120-2043-412-3078	OFFICE SUPPLIES	\$1,000.00	
120-2043-412-4052	POSTAGE		\$1,000.00

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

(c). Consider and approve electronic disbursement for \$1,249.64 to Texas Department of Criminal Justice for April insurance reimbursement.

NO ATTACHMENTS

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

(d). Consider and approve draft master Subrecipient agreement for distribution of ARPA funds

SEE ATTACHMENTS ON PAGES 15 - 24

Action: TABLED

(e). Regular County Bills – check #505058 through check #505286.

SEE ATTACHMENTS ON PAGES 25 - 32

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

COUNTY COMMISSIONERS:

- (a). Consider and possibly approve a proclamation for Soil and Water Stewardship Week.

SEE ATTACHMENTS ON PAGES 33 - 33

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED
- (b). CONSIDER AND POSSIBLY APPROVE PROCLAMATION FOR CHILD ABUSE AWARENESS AND PREVENTION MONTH.

SEE ATTACHMENTS ON PAGES 34 - 34

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED
- (c). Consider and possibly approve a Resolution to Authorize Jefferson County to Submit an Application to the Texas Community Development Block Grant Program and to the Texas Department of Agriculture for the Community Development Fund for funding for sewer projects.

SEE ATTACHMENTS ON PAGES 35 - 35

Motion by: Erickson
Second by: Sinegal
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: APPROVED
- (d). CONSIDER AND POSSIBLY APPROVE A RESOLUTION OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS AUTHORIZING COUNTY REPRESENTATIVES IN MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

SEE ATTACHMENTS ON PAGES 36 - 36

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

(e). Consider, possibly approve, and authorize the County Judge to execute an Interlocal Agreement between Jefferson County and the City of Groves for road repairs pursuant to Sec. 791.014.

SEE ATTACHMENTS ON PAGES 37 - 37

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

(f). Consider, possibly approve, and authorize the County Judge to execute an Interlocal Agreement between Jefferson County and the City of Nederland for road repairs pursuant to Sec. 791.014.

SEE ATTACHMENTS ON PAGES 38 - 38

Motion by: Erickson

Second by: Sinegal

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.

**Jeff R. Branick
County Judge**

Regular, April 12, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, April 12, 2023.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

AMENDMENT II TO CONTRACT

March 21, 2023

Rochester Armored Car Co., Inc.
3937 Leavenworth Street
Omaha NE 68105
Attention: Mr. William P. Shea

Dear Mr. Shea:

This letter will serve as Amendment II (two) to contract IFB 19-013/YS, Term Contract for Armored Car Service for Jefferson County.

Amendment II (two) will add pickup once a week on Fridays from 10:00 am – 3:30 pm at Ford Park Box Office, 5115 IH-10 South, Beaumont, TX 77705 at a rate of \$82.46 per month and additional pickups at a rate of \$45.00 each.

Please sign below, and return to Mistey Reeves, Assistant Purchasing Agent, mistey.reeves@jeffcotx.us.

5-56

Christie W. Branick
Jeff R. Branick
Jefferson County Judge.

3/31/2023
Date
4-11-2023
Date

Attest:

Roxanne Acosta Hellberg
Jefferson County Clerk

4-11-23
Date






JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent 

Date: April 11, 2023

Re: Disposal of Salvage Property – Computers & Equipment

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

Thank you.

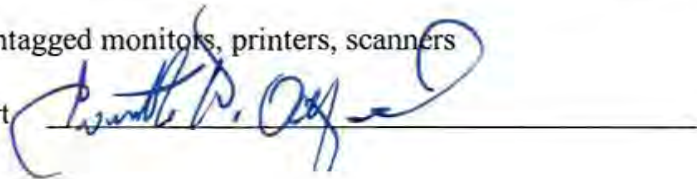
Jefferson County Surplus

Department Located	Description of Property	Serial #	Department Assigned to	Asset #
	PERSONAL COMPUTERS			
MIS	Dell Optiplex 380	4GFMFQ1	Ford Park	FORDPK-33907
MIS	Dell Optiplex 755	DLPKKH1		33072
MIS	Dell Optiplex 755	BMFTHH1	Ford Park	FORDPK-33028
MIS	Dell Quad Core X3363	8HH4ZH1	Ford Park	FORPKPK-33205
MIS	Dell Optiplex 380	DSG52P1	R&B PCT 3	113-33769
MIS	Dell Optiplex 755	2NPKKH1	R&B PCT 3	113-33149
MIS	Dell Optiplex 760	H8QE0L1	R&B PCT 3	113-33523
MIS	Dell Optiplex 7010	7CXT7Y1	R&B PCT 4	P4BT-34525
MIS	Dell Optiplex 780	7K31PN1	R&B PCT 4	P4BT-33790
MIS	Dell Optiplex 7010	1PY88V1	County Judge	15BT-34249
MIS	Dell Optiplex 7010	CBNTSW1	Jail MC	62BT-34447
MIS	Dell optiplex 7010	1TCLM02	Sheriff's Off Bmt	59BT-34855
MIS	Dell Optiplex 7010	1TBHM02	Sheriff's Off Bmt	59BT-34854
MIS	Dell Optiplex 7020	2K45B42	Airport	510-35184
MIS	Dell Optiplex	7K61PN1	Maintenance BMT	83BT-33782
MIS	Dell Optiplex 7010	8YPNFX1	Human Resources	12BT-34501
MIS	Dell Optiplex 7010	8YRPFX1	Human Resources	12BT-34498
MIS	Gateway E-6610D	40454221	Human Resources	12BT-32367
MIS	Dell Optiplex GX 7010	8YRNFX1	Human Resources	12BT-34499
MIS	Dell Optiplex 7010	5193P22	Health & Welfare PA	75PA-35030
MIS	Dell Optiplex 7010	JBFSDX1	Historical Comm	97HC-34481
MIS	Dell Optiplex 7010	8YQNFX1	Human Resources	12BT-34500
MIS	Dell Optiplex 9020	4GFC8Z1	Sheriff's Off Bmt	59BT-34637
MIS	Dell Optiplex 7010	6ZS6N22	Health & Welfare Bmt	74BT-35014
MIS	Dell Optiplex 7010	6ZQ8N22	Health & Welfare Bmt	74BT-35004
MIS	Dell Optiplex 7010	3T2PTV1	Dispute Resolution BM	MED-34272
MIS	Dell Optiplex 7010	3T1RTV1	Dispute Resolution BM	MED-34270

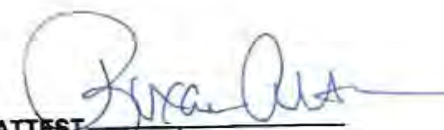
LAPTOPS				
MIS	Dell Latitude E6540	C9PDWZ1	District Attorney	30BT-34833
MIS	Dell Latitude 5580 L	G43N9H2	District Attorney	30BT-36096
MIS	Dell Latitude E6540	2PMRN32	Sheriff's Off Bmt	59BMT-35280
MISCELLANEOUS				
MIS	Alcatel OS-6124 Switch			96PA-26650
MIS	3COM Switch			11BT-25151
MIS	Dell Poweredge R630 Server	D84T182	MIS	25BT-35448
MIS	Dell Poweredge R710 Server	4TG66L1	MIS	25BT-33540
MIS	Dell Poweredge R530	34J9T52	MIS	25BT-35356
MIS	Dell Poweredge R720	F4MXFX1	District Clerk	31BT-34516
MIS	Dell PowerEdge T610	D0Q36L1	Sheriff's Dept BMT	59BT-044496
MIS	Kentox Datasmart 656	213856410	MIS	25BT-27078
MIS	Kentox	500030359	MIS	25BT-28421
MIS	Cisco Catalyst 3650 48PS	FD02215E0VM	MIS	25BT-36237
MIS	Barracuda Backup 690	BAR-BS-952901	MIS	25BT-36085
MIS	Dell Equallogic PS	HVN8WN1	MIS	25BT-33763
PRINTERS				
MIS	Lexmark T652N Laser Printer		JP 8	50PA-34163
MIS	Lexmark 2491 Greenbar Printer		JP8	50PA-29653
SCANNERS				
MIS	Fujitsu 5530C2 Scanner		District Clerk	31BT-34941
MIS	Fujitsu 5530C2 Scanner		District Clerk	31BT-34868

Other misc broken, unusable, untagged monitors, printers, scanners

Approved by Commissioners' Court




ATTEST
 DATE 4/11/2023



budget request

Raquel West <Raquel.West@jeffcotx.us>

Mon 4/3/2023 4:39 PM

To: Fran Lee <Fran.Lee@jeffcotx.us>

Good afternoon Fran,

I would like to request that \$1,200.00 be moved from my postage account (123-2037-412.40-52) to my minor equipment account (120-2037-412.30-84) so that I can purchase three (3) scanners for the clerks offices and the courtroom that are compatible with Odyssey.

Thank you,

Raquel

Judge Raquel West
252nd District Court
1085 Pearl Street
Beaumont, TX 77701
409-835-8597

PLEASE NOTE NEW EMAIL: raquel.west@jeffcotx.us

Memo

**Jefferson
County**

TO: FRAN LEE, FIRST ASSISTANT COUNTY AUDITOR
FROM: JOSEPH L. GUILLORY II, JUSTICE OF THE PEACE PCT. 2
DATE: APRIL 3, 2023
RE: BUDGET: TRANSFER OF FUNDS

I am requesting a budget transfer in the amount of \$1,000.00 as follows:

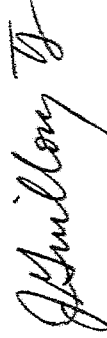
From: Account 120-2043-40-52 Postage

To: Account 120-2043 412.30-78 Office Supplies

I am requesting this transfer due to additional office supplies for newly elected official and regular office supplies needed for the office.

If you have any questions or concerns, please contact me.

Thank You,



Joseph L. Guillory II

SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT
SLFRF FUNDS

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and _____ (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

WHEREAS, the County has received SLFRF funds from Treasury under ARPA; and

WHEREAS, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

WHEREAS, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

WHEREAS, based on the Subrecipient's project application for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

WHEREAS, the County has awarded the Subrecipient SLFRF funds in the amount of \$ _____ (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed.

D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

6. RETURN OF FUNDS; RECOUPMENT

Subrecipient shall return any Award funds not obligated by December 31, 2024 to the County. The Subrecipient must also return Award funds obligated by December 31, 2024 but not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

7. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A . withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

8. TERMINATION

A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.

C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

13. FURTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline in the Subrecipient's application. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

14. ASSIGNMENT

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

15. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

16. VENUE AND CHOICE OF LAW

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

17. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

18. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

19. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

20. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

21. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

SIGNATURE PAGE

JEFFERSON COUNTY, TEXAS

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SUBRECIPIENT: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

Project Description

EXHIBIT B: SLFRF REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

B. Important Concepts

Recipients, Subrecipients, Subawards, and Projects

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

Eligible Costs Timeframe

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

Obligations

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

Expenditures

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

C. Required Information for Project and Expenditure Reports

Since the County is required to submit quarterly or annual Project and Expenditure reports (using the **Assistance Listing Number 21.027**), the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide identifying and demographic information (DUNS number, Unique Entity Identifier (UIE) number, or its Taxpayer Identification number (TIN), and location) to the County in order to receive ARPA funds.

D. Civil Rights Compliance

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

NAME	CHECK NO.	AMOUNT
JURY FUND		
DAWN DONUTS	505210	141.00
CHAPMAN VENDING	505248	954.31
ODP BUSINESS SOLUTIONS, LLC	505263	65.43
ROAD & BRIDGE PCT.#1		1,160.74**
M&D SUPPLY	505097	2.34
MUSTANG CAT	505101	24.35
BELT SOURCE	505166	107.50
PATHMARK TRAFFIC EQUIPMENT, LLC	505255	1,887.40
MUNRO'S UNIFORM SERVICES, LLC	505264	30.85
ROAD & BRIDGE PCT.#2		2,052.44**
ENERGY		
CDW COMPUTER CENTERS, INC.	505089	190.99
AMAZON CAPITAL SERVICES	505129	315.24
ROAD & BRIDGE PCT. # 3		179.99
686.22**		
SPIDLE & SPIDLE	505064	6,190.26
BEAUMONT TRACTOR COMPANY	505068	1,132.29
GULF COAST AUTOMOTIVE, INC.	505087	39.98
ENERGY	505089	444.68
W. JEFFERSON COUNTY M.W.D.	505123	28.77
HOWARD'S AUTO SUPPLY	505128	2,410.27
WINDSTREAM	505167	48.79
ALL SERV INDUSTRIAL LLC	505174	73.88
SSHOPPA'S FARM SUPPLY	505202	90.49
SMITTY'S HAMSHIRE GULF	505214	47.00
ROAD & BRIDGE PCT.#4		9,506.41**
DYNAMIC POWER SYSTEM, INC.	505076	455.00
RRB EVERETT & COMPANY, INC.	505080	1,824.64
ENERGY	505089	758.94
CASH ADVANCE ACCOUNT	505095	755.20
W. JEFFERSON COUNTY M.W.D.	505123	98.88
UNITED STATES POSTAL SERVICE	505145	12.18
ON TIME TIRE	505188	245.00
GULF COAST	505232	187.71
MUNRO'S UNIFORM SERVICES, LLC	505264	80.14
JOES PLUMBING CO	505278	675.00
ENGINEERING FUND		
5,292.69**		
UNITED STATES POSTAL SERVICE	505145	1.74
PARKS & RECREATION		
1.74**		
CITY OF PORT ARTHUR - WATER DEPT.	505071	51.63
ENERGY	505089	122.42
W. JEFFERSON COUNTY M.W.D.	505123	57.54
GENERAL FUND		
231.59**		
TAX OFFICE		
ACE IMAGEWEAR	505111	41.92
SOUTHEAST TEXAS WATER	505113	288.50
AT&T	505115	144.66
UNITED STATES POSTAL SERVICE	505145	483.08
ODP BUSINESS SOLUTIONS, LLC	505263	759.88
COUNTY HUMAN RESOURCES		
1,718.04*		
MOORMAN & ASSOCIATES, INC.	505099	680.00
PRE CHECK, INC.	505134	307.62
UNITED STATES POSTAL SERVICE	505145	8.03
SIERRA SPRING WATER CO. - BT	505147	28.98
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	505212	320.00

NAME	CHECK NO.	AMOUNT	TOTAL
OUTSOLVE, LLC	505261	3,795.00	
ODP BUSINESS SOLUTIONS, LLC	505263	5,843.06	5,982.69*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	505145	14.92	
ODP BUSINESS SOLUTIONS, LLC	505263	452.99	467.91*
COUNTY CLERK			
BRITTER @ HOME	505107	107.89	
UNITED STATES POSTAL SERVICE	505145	196.60	
FUNCTION4	505256	695.72	
ODP BUSINESS SOLUTIONS, LLC	505263	154.77	1,154.98*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	505145	6.59	
LANGSTON ADAMS	505152	500.00	
SNIDER LAW FIRM PLLC	505198	500.00	1,006.59*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	505145	.60	.60*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	505145	130.81	130.81*
PRINTING DEPARTMENT			
BOSWORTH PAPERS	505246	47.90	47.90*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	505079	452.20	
PORT ARTHUR NEWS, INC.	505105	588.12	
UNITED STATES POSTAL SERVICE	505145	134.87	1,175.19*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	505060	25.00	
CASH ADVANCE ACCOUNT	505095	1,375.00	
INTERFACE EAP, INC	505126	1,290.60	
VERIZON WIRELESS	505141	5,304.16	
BOSWORTH PAPERS	505246	5,862.30	
CHAPMAN VENDING	505248	5,148.13	
CHARTER COMMUNICATIONS	505258	2,442.76	11,447.95*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	505129	466.13	
LINDENMEYR MUNROE	505245	397.00	
ODP BUSINESS SOLUTIONS, LLC	505263	.28	
BOXCAST INC	505283	1,188.00	2,050.85*
VOTERS REGISTRATION DEPT			
POSTMASTER	505106	1,150.00	
UNITED STATES POSTAL SERVICE	505145	1,172.79	1,322.79*
ELECTIONS DEPARTMENT			
THE EXAMINER	505081	67.50	
ODP BUSINESS SOLUTIONS, LLC	505263	21.27	88.77*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	505095	15.00	
TEXAS DISTRICT & COUNTY ATTY ASSN.	505119	350.00	
JAMES ARCENEAUX	505142	163.00	
UNITED STATES POSTAL SERVICE	505145	163.39	
ASHLEY MOLFINO	505164	246.53	937.92*
DISTRICT CLERK			

NAME	CHECK NO.	AMOUNT	TOTAL
UNITED STATES POSTAL SERVICE	505145	364.29	364.29*
CRIMINAL DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	505067	1,650.00	
UNITED STATES POSTAL SERVICE	505145	9.96	1,659.96*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	505145	.84	.84*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	505145	2.03	2.03*
252ND DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	505067	3,768.75	
CHEROKEE COUNTY CLERK	505074	1,025.71	
CHARLES ROJAS	505132	8,750.00	
UNITED STATES POSTAL SERVICE	505145	.51	
ALLEN PARKER	505179	8,750.00	
BRITTANIE HOLMES	505190	8,750.00	
MARVIN LEWIS JR	505226	8,750.00	39,794.97*
279TH DISTRICT COURT			
ORGAIN BELL & TUCKER LLP	505102	1,225.60	
RANDY SHELTON	505110	1,400.00	
GERMER PLLC	505130	1,155.00	
DONEANE E. BECKCOM	505150	1,550.00	
KIMBERLY PHELAN, P.C.	505163	325.00	
TONYA CONNELL TOUPS	505169	385.00	
REAUD MORGAN & QUINN LLP	505172	550.00	
WILLIAM FORD DISHMAN	505197	1,320.00	
MATUSKA LAW FIRM	505200	1,770.00	
ALICIA K HALL PLLC	505239	2,035.00	
THE SCHLETT LAW FIRM, PLLC	505247	1,859.00	
SHSLANDER LAW OFFICE	505249	1,440.00	11,014.60*
317TH DISTRICT COURT			
TEXAS ASSN. FOR COURT ADMINISTRATIO	505117	200.00	
TEXAS ASSN. FOR COURT ADMINISTRATIO	505118	200.00	
KEVIN S. LAINE	505127	325.00	
GLEN M. CROCKER	505149	1,150.00	
JOEL WEBB VAZQUEZ	505158	1,050.00	
ALLEN PARKER	505179	1,150.00	
LAW OFFICE OF SOLOMON FREIMUTH	505218	459.00	3,534.00*
JUSTICE COURT-PCT 1 PL 1			
ULINE SHIPPING SUPPLY SPECIALI	505121	200.97	
UNITED STATES POSTAL SERVICE	505145	56.79	
ODP BUSINESS SOLUTIONS, LLC	505263	116.89	374.65*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	505145	29.91	29.91*
JUSTICE COURT-PCT 4			
ODP BUSINESS SOLUTIONS, LLC	505263	100.49	
MARGO FREDEMAN	505284	39.05	139.54*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	505145	35.89	
SIERRA SPRING WATER CO. - BT	505146	56.95	
DIRECTV, LLC	505253	124.82	217.66*
JUSTICE OF PEACE PCT. 8			

NAME	CHECK NO.	AMOUNT	CHECK NO.	AMOUNT
ODP BUSINESS SOLUTIONS, LLC	505263	448.43	505263	448.43*
COUNTY COURT AT LAW NO.1				
UNITED STATES POSTAL SERVICE	505145	3.55	505145	
KELLEY BURNS	505267	726.75	505267	
COUNTY COURT AT LAW NO. 2				
PETER DOYLE	505075	250.00	505075	
JOHN E MACEY ATTORNEY AT LAW PLLC	505098	550.00	505098	
UNITED STATES POSTAL SERVICE	505145	20.37	505145	
LANGSTON ADAMS	505152	1,400.00	505152	
JOEL WEBB VAZQUEZ	505158	1,400.00	505158	
LAURIE PEROZZO	505176	250.00	505176	
JARED GILTHORPE	505201	250.00	505201	
CARRIER & ALLISON LAW GROUP PC	505243	300.00	505243	
THE WALKER LAW FIRM	505250	400.00	505250	
LAW OFFICES OF BREVIN JACKSON PLLC	505275	400.00	505275	
COUNTY COURT AT LAW NO. 3				
TODD W LEBLANC	505061	250.00	505061	
A. MARK FAGGARD	505082	650.00	505082	
JOHN D WEST	505133	250.00	505133	
UNITED STATES POSTAL SERVICE	505145	6.59	505145	
SERRA SPRING WATER CO. - BT	505148	29.47	505148	
KIMBERLY PHELAN, P.C.	505163	250.00	505163	
WILLIAM MARCUS WILKERSON	505191	250.00	505191	
THE SAMUEL FIRM, PLLC	505229	800.00	505229	
THE WALKER LAW FIRM	505250	250.00	505250	
B. E. FRANKLIN LAW FIRM, PLLC	505269	250.00	505269	
LAW OFFICES OF BREVIN JACKSON PLLC	505275	400.00	505275	
COURT MASTER				
BUDDIE J HAHN	505235	2,821.41	505235	
MEDIATION CENTER				
SOUTHEAST TEXAS WATER	505114	80.35	505114	
UNITED STATES POSTAL SERVICE	505145	5.00	505145	
ODP BUSINESS SOLUTIONS, LLC	505263	88.90	505263	
SHERIFF'S DEPARTMENT				
CITY OF NEDERLAND	505072	32.21	505072	
FED EX	505085	8.66	505085	
SAM'S WESTERN WEAR, INC.	505108	799.91	505108	
AT&T	505115	91.38	505115	
UNITED STATES POSTAL SERVICE	505145	974.84	505145	
LOWE'S HOME CENTERS, INC.	505151	1,749.13	505151	
IRITA HURT	505186	1,375.00	505186	
GALLS LLC	505206	1,248.56	505206	
IAFCI	505216	80.00	505216	
LINDENMEYR MUNROE	505245	275.30	505245	
BEAUMONT OCCUPATIONAL SERVICES	505274	69.90	505274	
THE MONOGRAM SHOP	505277	19.00	505277	
BRIAN BARBOUR	505282	150.00	505282	
CRIME LABORATORY				
AGILENT TECHNOLOGIES	505065	2,005.51	505065	
W.W. GRAINGER, INC.	505086	433.46	505086	
CDW COMPUTER CENTERS, INC.	505129	1,768.72	505129	
SIRCHIE FINGER PRINT LABORATORIES	505181	371.02	505181	
ALDINGER COMPANY	505193	776.00	505193	
JAIL - NO. 2				
AAA LOCK & SAFE	505058	168.00	505058	
BOB BARKER CO., INC.	505066	2,199.05	505066	
CITY OF BEAUMONT - WATER DEPT.	505070	18,380.77	505070	

5,354.71*

5,873.89*

174.25*

2,821.41*

3,386.06*

4,220.37*

NAME

AMOUNT

ECOLAB	598.66	505077
FAST SIGNS, INC.	57.97	505083
W.W. GRAINGER, INC.	350.35	505086
ENERGY	30,295.04	505089
JACK BROOKS REGIONAL AIRPORT	1,017.12	505093
JOHNSON CONTROLS, INC.	4,074.25	505096
M&D SUPPLY	1,136.30	505097
SHERWIN-WILLIAMS	473.12	505112
TEXAS JAIL ASSOCIATION	300.00	505120
WORTH HYDROCHEM OF THE GULF COAST	390.00	505124
ADVANCED SYSTEMS & ALARM SERVICES,	185.00	505131
LOWE'S HOME CENTERS, INC.	663.42	505151
NORTH SHORE SUPPLY COMPANY	114.00	505156
WORLD FUEL SERVICES	1,400.40	505177
TITAN TESTING	1,420.00	505182
SSAM'S CLUB DIRECT	501.06	505189
MATERIA PAPER COMPANY INC	554.05	505194
CARRIER ENTERPRISE LLC	584.04	505196
GALLS LLC	2,975.77	505206
CORRHEALTH PLLC	382,992.66	505222
LASALLE CORRECTIONS VI LLC	132,450.00	505225
CLEAR HANDBAGS & MORE	961.29	505228
TRINITY SERVICES GROUP INC	54,464.85	505231
VICTORY SUPPLY LLC	1,515.36	505233
SPINDLETOP PLUMBING	1,864.10	505252
MONTGOMERY TECHNOLOGY SYSTEMS, LLC	1,635.80	505254
ODP BUSINESS SOLUTIONS, LLC	2,983.95	505263
AAERO PERFORMANCE	1,156.60	505265
JUVENILE PROBATION DEPT.	643,862.98*	

WILLIE DAVIS	201.09	505063
FED EX	69.66	505084
LARONDA TURNER	145.41	505103
CHERYL TARVER	65.50	505125
UNITED STATES POSTAL SERVICE	12.97	505145
ROXANA MITCHELL	121.83	505209
SHERONDA LEE	19.65	505220
EDWIN JAY FRANK	198.46	505223
BRENDA WOOD	144.10	505242
TY-JUNEA JONES	89.73	505251
NICOLE BONSALL	163.75	505271
CASTILE COLBERT III	163.10	505285
LLAQUITA TORRES	65.50	505286
JUVENILE DETENTION HOME	1,460.75*	

CITY OF BEAUMONT - WATER DEPT.	3,421.19	505070
ENERGY	4,287.87	505089
AT&T	716.90	505115
BEN E KEITH COMPANY	3,677.00	505157
WILLBANKS CONTRACTOR SUPPORT LLC	6,000.00	505211
FLOWERS BAKING COMPANY OF HOUSTON	50.76	505266
CONSTABLE PCT 1	18,153.72*	

CASH ADVANCE ACCOUNT	511.38	505095
TAC - TEXAS ASSN. OF COUNTIES	90.00	505116
UNITED STATES POSTAL SERVICE	14.34	505145

CONSTABLE-PCT 6 615.72*

UNITED STATES POSTAL SERVICE	11.15	505145
TND WORKWEAR CO LLC	345.80	505217

CONSTABLE PCT. 7 356.95*

AMAZON CAPITAL SERVICES	169.95	505270
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AGRICULTURE EXTENSION SVC		
LOWE'S HOME CENTERS, INC.	94.80	505151
IMAGE 360 BEAUMONT	225.47	505224

169.95*

NAME	CHECK NO.	AMOUNT
CORENA N FITZGERALD ODDP BUSINESS SOLUTIONS, LLC	505230 505263	205.49 55.97
HEALTH AND WELFARE NO. 1		581.73*
ENERGY CLAYBAR HAVEN OF REST UNITED STATES POSTAL SERVICE PROCTOR'S MORTUARY INC EZEZA D EDE MD	505090 505143 505145 505180 505240	70.00 2,480.00 80.97 1,500.00 3,140.91
HEALTH AND WELFARE NO. 2		7,271.88*
EZEZA D EDE MD	505240	3,140.91
NURSE PRACTITIONER		
LESLIE RIGGS	505203	1,845.79
ENVIRONMENTAL CONTROL		
ODDP BUSINESS SOLUTIONS, LLC	505263	215.29
MAINTENANCE-BEAUMONT		
CITY OF BEAUMONT - WATER DEPT. ECOLAB W.W. GRAINGER, INC. ENERGY M&D SUPPLY ACE IMAGEWEAR AT&T WORTH HYDROCHEM OF THE GULF COAST AT&T GLOBAL SERVICES CENTERPOINT ENERGY RESOURCES CORP INTERSTATE ALL BATTERY CENTER - BMT REXEL USA INC ODDP BUSINESS SOLUTIONS, LLC	505070 505077 505086 505089 505097 505111 505115 505124 505154 505160 505175 505221 505263	10,990.44 220.54 348.59 382.53 271.73 223.12 1,153.29 1,290.00 473.50 4,488.53 1,123.95 26.87 51.23
MAINTENANCE-PORT ARTHUR		19,044.32*
BEAUMONT TRACTOR COMPANY COBURN SUPPLY COMPANY INC FAST SIGNS, INC. HOWARD'S AUTO SUPPLY TEXAS GAS SERVICE BAKER DISTRIBUTING COMPANY ALLIED ELECTRICAL SYSTEMS&SOLUTIONS NORTHERN TOOL AND EQUIPMENT EMERGENCY POWER SERVICE FRED MILLER'S OUTDOOR EQUIPMENT LLC K & M OPERATIONS LLC PARKER'S BUILDING SUPPLY	505068 505073 505083 505128 505153 505155 505173 505184 505187 505205 505244 505268	128.99 256.75 30.00 38.14 704.01 33.62 240.00 185.98 1,419.06 1,149.85 375.00 15.99
MAINTENANCE-MID COUNTY		3,577.39*
CITY OF NEDERLAND ENERGY AT&T W. JEFFERSON COUNTY M.W.D. A1 FILTER SERVICE COMPANY SERVICE CENTER	505072 505089 505115 505123 505185	74.23 298.76 721.03 48.65 99.50
CLASSIC CHEVROLET ACTION AUTO GLASS SPIDLE & SPIDLE HI-LINE J.K. CHEVROLET CO. THE MUFFLER SHOP PHILPOTT MOTORS, INC. JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE	505059 505064 505091 505092 505100 505104 505135 505136	523.92 50.00 21,422.18 115.50 165.99 105.00 613.30 7.50 7.50

NAME

AMOUNT

JEFFERSON CTY. TAX OFFICE	5051137	7.50	
JEFFERSON CTY. TAX OFFICE	5051138	22.00	
JEFFERSON CTY. TAX OFFICE	5051139	7.50	
JEFFERSON CTY. TAX OFFICE	5051140	7.50	
BUMPER TO BUMPER	5051159	795.92	
ROBERT'S TEXACO XPRESS LUBE	5051171	147.00	
MIGHTY OF SOUTHEAST TEXAS	5051183	1,278.18	
ADVANCE AUTO PARTS	5051192	1,339.89	
1800RADIATOR & AC	505204	209.86	
TEXAS DEPARTMENT OF MOTOR VEHICLES	505207	22.50	
TEXAS DEPARTMENT OF MOTOR VEHICLES	505208	15.00	
CINTAS CORPORATION	505213	101.12	
MIDNIGHT AUTO	505215	419.80	
JCN OIL SERVICE	505237	90.00	
MUNRO'S UNIFORM SERVICES, LLC	505264	203.07	
			26,677.73*
			835,892.14**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	505072	33.40	
SSETZER HARDWARE, INC.	505109	42.21	
ACE IMAGEWEAR	505111	64.92	
AT&T	505115	44.22	
CHARTER COMMUNICATIONS	505259	82.52	
PARKER'S BUILDING SUPPLY	505268	29.35	
			296.62**
J.C. FAMILY TREATMENT			
MARY BEVIL	505238	1,344.50	
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	505195	4,968.00	
EMPG GRANT			
CHARTER COMMUNICATIONS	505260	122.62	
JUVENILE PROB & DET. FUND			
JEFFERSON CTY. DISTRICT CLERK	505094	300.00	
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	505145	76.46	
LOCAL GOVERNMENT SOLUTIONS LP	505170	6,965.00	
			7,041.46**
COMMUNITY CORRECTIONS PRG			
CIMA COMPANIES, INC.	505069	908.30	
M&D SUPPLY	505097	58.36	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	505205	65.90	
VANESSA NUNEZ	505281	15.00	
			1,047.56**
LAW OFFICER TRAINING GRT			
ENERGY	505089	245.48	
WARREN EQUIPMENT CO.	505122	120.75	
DEFENSE TECHNOLOGY LLC	505178	550.00	
SEVEN MOBILE MARKETING LLC	505279	776.25	
			1,692.48**
COUNTY CLERK - RECORD MGT			
TYLER TECHNOLOGIES INC	505234	203,923.24	
REGIONAL COMM. SAVNS			203,923.24**
RUSS BASSETT CORP	505272	6,566.17	
DEPUTY SHERIFF EDUCATION			6,566.17**
HOUSTON K9 ACADEMY LLC	505273	6,500.00	
HOTEL OCCUPANCY TAX FUND			6,500.00**

NAME

CHECK NO. 32 TOTAL

AMOUNT

AT&T
UNITED STATES POSTAL SERVICE
GEORGE WEST

5051115
5051145
5052557

96.88
29.70
16.38

142.96**

CRIME LAB FUNDING CJD

AGILENT TECHNOLOGIES

505065

10,499.40

10,499.40**

AIRPORT FUND

BEAUMONT TRACTOR COMPANY
CITY OF NEDERLAND
EASTEX RUBBER & GASKET
JOHNSON CONTROLS, INC.
UNITED STATES POSTAL SERVICE
DISH NETWORK
SOUTHEAST TEXAS PARTS AND EQUIPMENT
TITAN AVIATION FUELS

505068
505072
505078
505096
505145
505168
505199
505227

6.21
1,887.33
25.90
364.00
1.01
115.37
12.17
49,194.88

51,606.87**

SE TX EMP. BENEFIT POOL

STANDARD INSURANCE COMPANY
RELIANCE STANDARD LIFE INSURANCE
EXPRESS SCRIPTS INC
UNITED HEALTHCARE SERVICES INC

505162
505165
505219
505236

26,336.93
6,468.95
261,132.31
98,431.92

392,370.11**

WORKER'S COMPENSATION FD

TRISTAR RISK MANAGEMENT

505161

10,142.10

10,142.10**

LANGUAGE ACCESS FUND

RUBEN ZAPATA

505276

100.00

100.00**

BRIC/FMA GRANT

TIDAL BASIN GOVERNMENT CONSULTING
COMAL DESIGN GROUP LLC

505241
505280

15,262.50
9,000.00

24,262.50**

J C ASSISTANCE DISTRICT 4

ENERGY

505089

9.22

9.22**

MARINE DIVISION

CITY OF NEDERLAND
JACK BROOKS REGIONAL AIRPORT

505072
505093

22.40
104.32

126.72**
1,577,886.50***



PROCLAMATION

STATE OF TEXAS

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

§
§
§

SOIL & WATER STEWARDSHIP WEEK April 30 – May 7, 2023

WHEREAS, fertile soil and clean water provide us with our daily sustenance; and
WHEREAS, effective conservation practices have helped provide us a rich standard of living; and
WHEREAS, our security depends upon healthy soil and clean water; and
WHEREAS, stewardship calls for each person to help conserve these precious resources,

NOW THEREFORE, the Commissioners' Court of Jefferson County does hereby proclaim April 30 to May 7, 2023 as Soil & Water Stewardship Week in the State of Texas and we urge all citizens to celebrate this special observance, and further, to reflect on ways that together that we can contribute to a healthy environment and make Texas and even greater place to live, work and raise a family.

Signed this 11th day of April, 2023

JEFF R. BRANICK
County Judge



Vernon Pierce
COMMISSIONER Vernon Pierce
Precinct No. 1

MICHAEL S. SINEGAL
Precinct No. 3

Cary Erickson
COMMISSIONER Cary Erickson
Precinct No. 2

COMMISSIONER EVERETTE (Bo) ALFRED
Precinct No. 4



PROCLAMATION

STATE OF TEXAS

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

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Child Abuse Awareness and Prevention Month, April 2023

WHEREAS, in Federal fiscal year 2022, the Texas Department of Family & Protective Services confirmed 59,944 victims of child abuse or neglect, including 554 in Jefferson; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

WHEREAS, our children are our most valuable resources and will shape the future of Texas; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that can have lifelong consequences for victims; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children;

WHEREAS, effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare, education, health, community- and faith-based organizations, businesses, and law enforcement agencies; and

WHEREAS, communities must make every effort to promote programs and activities that benefit children and their families;

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment;

WHEREAS, prevention remains the best defense for children and families;

WHEREAS, the impact of abuse and neglect has long-term personal, economic and social costs; therefore, hurting Texas' future;

WHEREAS, Child Protective Services Caseworkers, Child Places Agencies, CASA, Child Advocacy Centers, foster parents, teachers and others work to ensure that children in our community have a safe, happy future,

NOW, THEREFORE, the Commissioners Court of Jefferson County does hereby proclaim April, 2023 as National Child Abuse Prevention Month in Jefferson County and we urge all citizens to recognize this month by dedicating themselves to the task of improving the quality of life for children and families.

SIGNED this 11 day of April, 2023.

COMMISSIONER VERNON PIERCE
Precinct No. 1

JEFF R. BRANICK
County Judge

COMMISSIONER MICHAEL S. SINEGAL
Precinct No.3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE ALFRED
Precinct No. 4

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND.

WHEREAS, the Jefferson County desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of Jefferson County to apply for funding under the Texas Community Development Block Grant Program; and

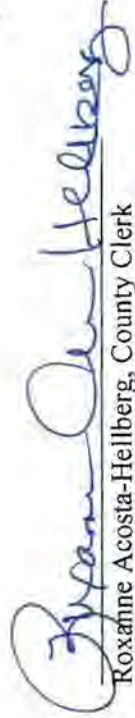
WHEREAS, Jefferson County is committed to compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS:

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Agriculture.
2. That the County's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$500,000 of grant funds for an On-Site Sewer Facilities (OSSF) improvements project.
4. That all funds will be used in compliance with all applicable federal, state, local and programmatic requirements including, but not limited to, environmental review, labor standards, procurement, acquisition of property, civil rights, and administrative requirements.
5. That it further be stated that Jefferson County is committing \$75,000.00 from its General Fund as a cash contribution toward this project.

Passed and approved this 11th of April, 2023.

ATTEST:


 Roxanne Acosta-Hellberg, County Clerk
 Jefferson County, Texas


~~Jeff Brantley~~ County Judge
 Jefferson County, Texas

By:



RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS AUTHORIZING COUNTY REPRESENTATIVES IN MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, Jefferson County desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of Jefferson County to participate in the Texas Community Development Block Grant Program; and

WHEREAS, Jefferson County is committed to compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual.

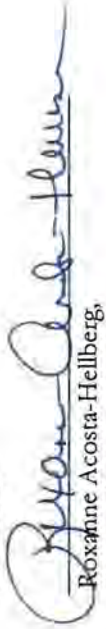
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS:

That the Commissioners Court directs and designates the following to act in all matters in connection with any grant application and the County's participation in the Texas Community Development Block Grant Program:

- The County Judge shall serve as the County's Chief Executive Officers and Authorized Representatives to
 - execute a grant application and any subsequent contractual documents,
 - certify environmental review documents between the Texas Department of Agriculture and the County, and
 - certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, and
 - be assigned the role of Authorized Official in the TDA-GO grant management system.
- In addition to the above designated officials, should any grant be funded, the County Auditor is authorized to
 - certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs,
 - prepare and submit other financial documentation, and
 - be assigned the role of Project Director or Payment Processor in the TDA-GO grant management system.

Passed and approved this 11th day of April, 2023.

ATTEST:


Roxanne Acosta-Hellberg,
County Clerk
Jefferson County, Texas


~~Jeffrey Brumby, County Judge~~
Jefferson County, Texas
By: 



STATE OF TEXAS

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INTERLOCAL AGREEMENT

COUNTY OF JEFFERSON

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Groves, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Groves, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Groves, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Groves and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
 2. The City of Groves shall furnish Precinct 2 with materials needed in exchange for the labor and equipment including 4,000 gallons of CSR-2 oil.
 3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
 4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
 5. This agreement shall be construed according to the laws of the State of Texas.
 6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
 7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
 8. The City of Groves does hereby agree to coordinate, order and purchase all materials needed to provide services.
- The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any disputed regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 11th day of April 2023.

Amelia D. Aguiar
 Jeff R. Brantley
 Jefferson County Judge

Chris Borne
 Chris Borne, Mayor
 Mayor, City of Groves

ATTEST *[Signature]*
 DATE 4-11-23



STATE OF TEXAS

) (

COUNTY OF JEFFERSON

) (

INTERLOCAL AGREEMENT

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Nederland, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Nederland, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Nederland, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Nederland and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor, equipment and material to repair certain streets, in 2023, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Nederland shall furnish Precinct Two, with materials needed in exchange for the labor and equipment including 4,000 gallons of CRS-2 oil.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

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 resolution.

Executed on the 11th day of April, 2023.



Christa P. Bramek
 Christa P. Bramek
 Jefferson County Judge

Don Albanese
 Mayor, City of Nederland

ATTEST

DATE 4-11-23

