

Special, 5/16/2023 10:30:00 AM

BE IT REMEMBERED that on May 16, 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:

Notice of Meeting and Agenda
May 16, 2023

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
May 16, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **16th** day of **May 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 Sections 551.072 and 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic development and real property, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person

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 Commissioners Court in negotiations with a third person.

Notice of Meeting and Agenda
May 16, 2023

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

The following options are available:

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

Listen to audio by calling 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: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One

Notice of Meeting and Agenda
May 16, 2023

PURCHASING:

- (a). Consider and approve, execute, receive and file an agreement (Agreement 23-036/JW) with Thomson Reuters (Westlaw) for a West Proflex online subscription for Law Library Patron access in accordance with DIR □ LGL □ CALIR □ 02. This one-year agreement (effective: July 1, 2023 – June 30, 2024) will be for a total monthly cost of \$2,682.71 to include (2) two user computer kiosks located in the Law Library.

SEE ATTACHMENTS ON PAGES 10 - 12

Motion by: Pierce

Second by: Alfred

Abstained: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). 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 13 - 14

Motion by: Pierce

Second by: Alfred

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

Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve budget transfer – Road & Bridge Pct. 4 – additional cost for maintenance and rental equipment.

SEE ATTACHMENTS ON PAGES 15 - 15

114-0405-431-4009	BUILDINGS AND GROUNDS	\$20,000.00	
114-0402-431-5053	RENT-EQUIPMENT	\$10,200.00	
114-0402-431-1005	EXTRA HELP		\$20,000.00
114-0406-431-1005	EXTRA HELP		\$9,600.00
114-0405-431-1005	EXTRA HELP		\$600.00

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda
May 16, 2023

- (b). Consider and approve budget transfer– MIS – additional cost Jury system component for phone system.

SEE ATTACHMENTS ON PAGES 16 - 16

120-1025-415-6053	COMPUTER SOFTWARE	\$3,575.00	
120-1025-415-6002	COMPUTER EQUIPMENT		\$3,575.00

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (c). Consider and approve budget transfer – 279th District Court – replacement of laptop.

SEE ATTACHMENTS ON PAGES 17 - 22

120-2038-412-6002	COMPUTER EQUIPMENT	\$1,554.00	
120-2038-412-2003	EMPLOYEES' INSURANCE		\$1,554.00

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (d). Consider and approve subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with Jefferson County Water Control Improvement District 10.

SEE ATTACHMENTS ON PAGES 23 - 32

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (e). Consider and approve subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with Meeker Municipal Water District.

SEE ATTACHMENTS ON PAGES 33 - 42

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda
May 16, 2023

- (f). Consider and approve subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with The City of Nome.

SEE ATTACHMENTS ON PAGES 43 - 52

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

- (g). Consider and approve subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with West Jefferson County Municipal Water District.

SEE ATTACHMENTS ON PAGES 53 - 62

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

- (h). Consider and approve subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with The City of China, Texas.

SEE ATTACHMENTS ON PAGES 63 - 72

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

- (i). Consider and approve budget transfer – Road & Bridge Pct. 4 – additional cost for repairs.

SEE ATTACHMENTS ON PAGES 73 - 73

114-0405-431-4018	ROAD MACHINERY	\$10,000.00	
114-0402-431-3079	CRUSHED STONE		\$10,000.00

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

- (j). Regular County Bills – check #506179 through check #506421.

SEE ATTACHMENTS ON PAGES 74 - 83

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

COUNTY AIRPORT:

- (a). Consider, possibly approve and authorize the County Judge to sign an Indemnity Agreement between Jefferson County and Beaumont Tractor. Beaumont Tractor intends to host a demonstration of new hay cutting, hay raking, and hay bailing equipment at the Jack Brooks Regional Airport on May 26th, 2023.

SEE ATTACHMENTS ON PAGES 84 - 85

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

COUNTY COMMISSIONERS:

- (a). Receive and file executed order for election regarding the approval of the Creation of Jefferson County Emergency Services District No. 5, pursuant to the Texas Health & Safety Code Section.

SEE ATTACHMENTS ON PAGES 86 - 89

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

- (b). Consider, possibly approve, authorize the County Judge to execute, receive and file Advance Funding Agreement for Bridge Replacement or Rehabilitation Projects in Precinct 1. Where LG Match Contribution is Waived Off the State System. (For replacement of the bridge at Mason Rd. at Pignut Gully.)

SEE ATTACHMENTS ON PAGES 90 - 108

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

Notice of Meeting and Agenda
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- (c). Consider, possibly ratify approval, receive and file Service Agreement between Cellgate and Jefferson County Precinct #4 for a Watchman W410 keypad for the Precinct #4 Service Center gate.

SEE ATTACHMENTS ON PAGES 109 - 114

Motion by: Sinegal

Second by: Pierce

Abstained: Branick, Pierce, Erickson, Sinegal, Alfred

Action: APPROVED

ENGINEERING DEPARTMENT:

- (a). Consider and possibly approve a Minor Plat of Nashland Estates, a subdivision out of and a part of the Sophia Dean League Abstract No. 16, Jefferson County, Texas. This Minor Plat is located off of North China Road in Jefferson County in Precinct #1. This plat has met all of Jefferson County plating requirements.

SEE ATTACHMENTS ON PAGES 115 - 115

Motion by: Sinegal

Second by: Pierce

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

Notice of Meeting and Agenda
May 16, 2023

Special, May 16, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, May 16, 2023.

 THOMSON REUTERS	<p align="center">Order Form Order ID: Q-06709653</p> <p>Contact your representative chelsea.st.marie@thomsonreuters.com with any questions. Thank you.</p>
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Sold To Account Address

Account #: 1003186826
JEFFERSON COUNTY AUDITORS
OFFICE
ACCOUNTS PAYABLE
1149 PEARL ST FL 7
BEAUMONT TX 77701-3638 US

"Customer"

Shipping Address

Account #: 1003186826
JEFFERSON COUNTY AUDITORS
OFFICE
ACCOUNTS PAYABLE
1149 PEARL ST FL 7
BEAUMONT TX 77701-3638 US

Billing Address

Account #: 1003186826
JEFFERSON COUNTY AUDITORS OFFICE
ACCOUNTS PAYABLE
1149 PEARL ST FL 7
BEAUMONT, TX 77701-3638
US

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ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2,682.71	12

TERM OF AGREEMENT: JULY 1, 2023 through JUNE 30, 2024.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so

by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: www.ThomsonReuters.com/DocIntel-PST

Product Specific Terms and Information Security Controls: The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

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- ProView eBooks
- Time and Billing
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- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

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You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-06709653

Signature of Authorized Representative for order

Jeff R. Branick

Printed Name

Title

Jefferson County Judge

Date

May 16, 2023

This Order Form will expire and will not be accepted after 6/30/2023.



ATTEST DATE

[Signature]
5/10/23

Authorized West Publishing Representative

Signature: *Charles B. Mikesell*

Printed Name: Charles Mikesell

Title: SCM Consultant

Date: 5/10/2023

 THOMSON REUTERS	<h2 style="margin: 0;">Attachment</h2> <h2 style="margin: 0;">Order ID: Q-06709653</h2>
Contact your representative chelsea.st.marie@thomsonreuters.com with any questions. Thank you.	

Payment, Shipping, and Contact Information

<p>Payment Method: Payment Method: Bill to Account Account Number: 1003186826 This order is made pursuant to: Texas MSA Contract No. DIR-LGL-CALIR-02: Internal use only (TXMS)</p> <p>Shipping Information: Shipping Method: Ground Shipping - U.S. Only</p>	<p>Order Confirmation Contact (#28) Contact Name: West, Jamey Email: jamey.west@jeffcotx.us</p> <p>eBilling Contact Contact Name Jamey West Email jamey.west@jeffcotx.us</p>
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ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1003186826	JEFFERSON COUNTY AUDITORS OFFICE	1149 PEARL ST FL 7 BEAUMONT TX 77701-3638 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
2	Seats	42733146	Pat Acc - Patron Access Edge - National Core (WestlawPRO™)
2	Seats	42115618	Pat Acc - Related Documents For Patron Access (Westlaw PRO™)
2	Seats	42115625	GVT Pat Acc - Practical Law For Patron Access
2	Seats	42567003	Pat Acc - National Analytical for Patron Access (WestlawPRO™)

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Jamey	West	jamey.west@jeffcotx.us	EML PSWD CONTACT
JAMEY	WEST	jamey.west@jeffcotx.us	PATRON ACC TECH CONT

IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1	1.1.1.1				

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42115622	Pat Acc - National Core for Patron Access
42567002	Pat Acc - National Analytical for Patron Access (WestlawPRO™)
42115626	GVT Pat Acc - Practical Law For Patron Access
42115617	Pat Acc - Related Documents For Patron Access (Westlaw PRO™)



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: May 16, 2023
Re: Disposal of Salvage Property

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, TEXAS

[Signature]

Jeff Branick, County Judge

ATTEST
DATE

[Signature]
5/16/23



JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

May 16, 2023

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
DISTRICT ATTORNEY	CLOTH CHAIR W/WOODEN FRAME		11930
<i>contact person: Dan'na Rouse</i>			
J.P. PCT. 4	JUDGE'S CHAIR W/GOLD SEAL		30998
J.P. PCT. 4	REFRIGERATOR	ET3812221	30995
<i>contact person: Lynette Hensley</i>			
SHERIFF-NARCOTICS	FELLOWES PS70-2 SHREDDER	021021E1	
<i>contact person: Andrew Jones</i>			
TAX OFFICE - BMT	LEXMARK WHEELWRITER TYPEWRITER	6783-007	
TAX OFFICE - BMT	LEXMARK WHEELWRITER TYPEWRITER	6783-001	9210
<i>contact person: Cheryl Ellis</i>			

Approved by Commissioners' Court: _____

Jefferson County

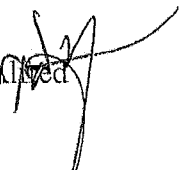


Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Fran Lee, Auditing
FROM: Commissioner Everette Alfred 
DATE: May 10, 2023
RE: **Transfer Funds --Out of Series**

Please make the following transfer as indicated.

- Transfer **\$20,000** from account # 114-0402-431.10-05 (Extra Help) into account # 114-0405-431.40-09 (Buildings and Grounds) for additional cost of building maintenance; and
- Transfer **\$9,600** from account # 114-0406-431.10-05 (Extra Help) into account # 114-0402-431.5-53 (Rent Equipment); and
- Transfer **\$600** from account # 114-0405-431.10-05 (Extra Help) into account # 114-0402-431.5-53 (Rent Equipment) for additional cost of rental equipment.

Thank you.

EA/nr

Jefferson County

Memo

To: Commissioners Court

From: Jeff Ross

Date: 5/9/2023

Re: Funds Transfer Request

Commissioners Court:

I am requesting that the following funds transfer be made between these accounts:

\$3,575.00 from 120-1025-415.60-02 into 120-1025-415.60-53

This is to provide IVR programming to allow the Jury System's IVR component to be upgraded to the new phone message switch.

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: MAY 10, 2023

The following budget transfer for 279th District Court is necessary for replacement of laptop.

120-2038-412-6002	Capital – Computer Equipment	\$1,554
120-2038-412-2003	Employee Insurance	\$1,554



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000152381246.1	Sales Rep	Michael Goff
Total	\$1,553.56	Phone	(800) 456-3355, 6179816
Customer #	530018967807	Email	Michael_Goff@Dell.com
Quoted On	May. 10, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 09, 2023		JEFFERSON COUNTY
Contract Name	Texas Department of Information Resources (TX DIR)		1149 PEARL ST
Contract Code	C000000006841		7TH FL
Customer Agreement #	TX DIR-TSO-3763		BEAUMONT, TX 77701-3635
Deal ID	23353538		

Message from your Sales Rep

Please contact your Dell sales representative Michael Goff at 512-513-1016 if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Michael Goff

Shipping Group

Shipping To	Shipping Method
RECIEVING DEPT JEFFERSON COUNTY 1149 PEARL ST COURTHOUSE 6TH FL BEAUMONT, TX 77701-3634 (409) 835-8593	Standard Delivery

Product	Unit Price	Quantity	Subtotal
XPS 13 2-in-1 9315	\$1,553.56	1	\$1,553.56

Subtotal:	\$1,553.56
Shipping:	\$0.00
Non-Taxable Amount:	\$1,553.56
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$1,553.56
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Shipping Group Details

Shipping To RECIEVING DEPT JEFFERSON COUNTY 1149 PEARL ST COURTHOUSE 6TH FL BEAUMONT, TX 77701-3634 (409) 835-8593	Shipping Method Standard Delivery
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XPS 13 2-in-1 9315	Quantity	Subtotal
Estimated delivery if purchased today: May. 23, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	\$1,553.56 1	\$1,553.56

Description	SKU	Unit Price	Quantity	Subtotal
XPS 13 2-in-1 (9315)	210-BEVP	-	1	-
12th Generation Intel(R) Core(TM) i7-1250U (12MB Cache, up to 4.7 GHz, 10 cores)	338-CFMT	-	1	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	1	-
16GB 4267MHz LPDDR4x Memory Onboard	370-AHGO	-	1	-
No Microsoft Office License Included	658-BCSB	-	1	-
XPS Folio (English)	583-BJNK	-	1	-
13" 3:2 3K (2880x1920) Touch; AR+AS, GorillaGlass Victus, active pen support, 500-Nit Display	391-BGXM	-	1	-
1TB M.2 PCIe NVMe Solid State Drive	400-BOCI	-	1	-
Intel(R) Killer(TM) Wi-Fi 6E 1675 (AX211), 2x2, 802.11ax, Bluetooth(R) wireless card	555-BHWM	-	1	-
Sky	320-BEWG	-	1	-
Custom Configuration	817-BBBB	-	1	-
Intel(R) Iris Xe Graphics	490-BGHD	-	1	-
Power Cord (US)	450-ALNS	-	1	-
Documentation, English/French w/ QR Code	340-CYGC	-	1	-
Windows System Driver	631-ADOK	-	1	-
49.5Whr, 3-Cell	451-BCYF	-	1	-
Energy Star Label	389-DOVG	-	1	-
Shipping Material	328-BFFN	-	1	-
USB-C to 3.5mm headset adapter	470-AFIF	-	1	-
Intel(R) Core(TM) i7 EVO Processor Label	389-EEQP	-	1	-
Additonal Software	658-BFOJ	-	1	-
45W AC Adapter Type-C	450-ALWQ	-	1	-
Dell Limited Hardware Warranty Initial Year	876-0185	-	1	-
ProSupport 7x24 Technical Support, 1 Year	879-8581	-	1	-
ProSupport with Advanced Exchange after Remote Diagnosis, 1 Year	879-8593	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-

	21
Subtotal:	\$1,553.56
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$1,553.56

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

**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 Jefferson County Water Control Improvement District 10 (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 U.S. 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 information and request 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 \$ 6,000,000.00 (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

The Subrecipient must return Award funds 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, representatives 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:

Jefferson County, Texas
 Judge Jeff Branick – County Judge
 1149 Pearl 4th Floor
 Beaumont, TX 77701

jeff.branick@jeffcotx.us

Jefferson County Water Control
 Improvement District 10
 Thomas McDonald, District Manager
 3707 Central Blvd.
 Nederland, TX 77627

tmcdonald@jcwcid 10.com

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 identified in Exhibit A. 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.

JEFFERSON COUNTY, TEXAS



Jeff Branick
County Judge
Jefferson County, Texas

5/16/23


Date

SUBRECIPIENT

Thomas McDonald,
District Manager
Jefferson County Water Control
Improvement District 10, Texas

Date

ATTEST:



Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

5/16/23

Date

ATTEST:

Candace Plessala
Office Manager
Jefferson County Water Control
Improvement District 10, Texas

Date



EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

Jefferson County Water Control Improvement District 10

Subrecipient Mailing Address

3707 Central Blvd.
Nederland, TX 77627

Subrecipient Primary Contact

Name: Thomas McDonald
Title: District Manager
Email: tmcdonald@jcwcid10.com
Phone #: (409) 722-6922 / (409) 540-6684

Subrecipient Secondary Contact

Name: Candace Plessala
Title: Office Manager
Email: cplessala@jcwcid10.com
Phone #: (409) 722-6922

Subrecipient Unique Entity Identifier

118529177

SLFRF Subaward Amount

\$ 6,000,000.00

Project Name

Wastewater Treatment Plant Improvements

Project Physical Address

3707 Central Blvd.
Nederland, TX 77627

Project Description

Re-route WWTP effluent force main to the Neches River. Includes a triplex pump station with emergency backup power, concrete disinfection basin, concrete dechlorination basin, electrical controls, and other miscellaneous improvements.


Project Goals / Intended Outcomes

Reduce TPDES Permit Exceedances/enforcement action from State Agencies and TCEQ fines.

Approved Activities / Scope of Work

1. Design and Engineering - including bid documents and specifications
2. Project Management, Monitoring and Inspection
3. Permitting
4. General Construction Contract
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Jefferson County Approval & Date



Subrecipient Signature & Date

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 and SLFRF publications or as defined by the County. 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 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 a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), 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.

**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 Meeker Municipal Water District (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 U.S. 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 information and request 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 \$ 475,000.00 (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

The Subrecipient must return Award funds 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, representatives 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:

Jefferson County, Texas
 Judge Jeff Branick – County Judge
 1149 Pearl 4th Floor
 Beaumont, TX 77701

jeff.branick@jeffcotx.us

Meeker Municipal Water District
 Billy Kinney, Board President
 807 N Meeker Road
 Beaumont Texas 77713-3151

meekerwater08@att.net

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 identified in Exhibit A. 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.

JEFFERSON COUNTY, TEXAS



Jeff Branick
County Judge
Jefferson County, Texas

5/16/2023


Date

SUBRECIPIENT

Billy Kinney
Board President
Meeker Municipal Water District, Texas

Date

ATTEST:



Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

5/16/2023

Date

ATTEST:

Charlie Adams
Operator, Utility Innovations Meeker
Municipal Water District, Texas

Date



EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

Meeker Municipal Water District

Subrecipient Mailing Address

807 N Meeker Road
Beaumont Texas 77713-3151

Subrecipient Primary Contact

Name: Billy Kinney
Title: Board President
Email: meekerwater08@att.net
Phone #: 409-781-1008

Subrecipient Secondary Contact

Name: Charlie Adams
Title: Operator, Utility Innovations
Email: utilityinnovations@gmail.com
Phone #: 409-782-4588

Subrecipient Unique Entity Identifier

ZR5CTDECT2V5

SLFRF Subaward Amount

\$ 475,000.00

Project Name

Well #3 Improvements

Project Physical Address

10325 Tram Road
Beaumont, Texas 77713

Project Description

At well #3, build elevated steel platform and metal building to house critical components such as generator, booster pumps, valves, piping, electrical equipment, disinfection equipment and testing equipment.

Project Goals / Intended Outcomes

Establish system resiliency to maintain safe levels of potable water throughout the distribution system despite challenges caused by flooding, or other disasters or circumstances .

Approved Activities / Scope of Work

1. Preliminary & Detailed Engineering Design Services
2. Project Management & Administration
3. Construction Administration & Inspection
4. Permitting and Fees
5. Site Work Contract
6. General Construction Contract
7. _____
8. _____
9. _____
10. _____

Jefferson County Approval & Date



Subrecipient Signature & Date

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 and SLFRF publications or as defined by the County. 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 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 a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), 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.

**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 U.S. 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 information and request 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 \$ 1,300,000.00 (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

The Subrecipient must return Award funds 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.

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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:

Jefferson County, Texas
 Judge Jeff Branick – County Judge
 1149 Pearl 4th Floor
 Beaumont, TX 77701

jeff.branick@jeffcotx.us

Nome
 Kerry Abney, Mayor
 Drawer D
 Nome, Texas 77629

cityofnome@yahoo.com

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 identified in Exhibit A. 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.

JEFFERSON COUNTY, TEXAS



Jeff Branick
County Judge
Jefferson County, Texas

5/16/2023


Date

SUBRECIPIENT

Kerry Abney
Mayor
Nome, Texas

Date

ATTEST:



Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

5/16/2023

Date

ATTEST:

Angela Cook
City Secretary
Nome, Texas

Date



EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

City of Nome

Subrecipient Mailing Address

Drawer D
Nome, Texas 77629

Subrecipient Primary Contact

Name: Kerry Abney

Title: Mayor

Email: pabney@camtel.net

Phone #: 409-284-9879

Subrecipient Secondary Contact

Name: Angela Cook

Title: City Secretary

Email: cityofnome@yahoo.com

Phone #: 409-253-2391

Subrecipient Unique Entity Identifier

DWJFAWRCK8L8

SLFRF Subaward Amount

\$ 1,300,000.00

Project Name

Furnish/Install New Sanitary Sewer Pump/Lift Station - on Hwy 90 and Hwy 365

Project Physical Address

Highway 365 and Highway 90

Project Description

Design and build new duplex submersible wastewater pump station, collection system and force main to wastewater treatment plant

Project Goals / Intended Outcomes

Expansion and improvement of system capacity with more efficient and reliable operation.

Approved Activities / Scope of Work

1. Survey, Geotechnical, Engineering Design/Contract Documents/Specifications, and Bidding
2. Project Management, Construction Administration, and Construction Inspection
3. Permitting and Fees
4. Easement Aquisition
5. General Construction Contract (Lift Station)
6. General Construction Contract (Force Main)
- 7.
- 8.
- 9.
- 10.

Jefferson County Approval & Date

Subrecipient Signature & Date

Kerry Abney 4/21/23

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 and SLFRF publications or as defined by the County. 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 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 a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), 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.

**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 West Jefferson County Municipal Water District (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 U.S. 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 information and request 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 \$ 4,500,000.00 (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

The Subrecipient must return Award funds 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, representatives 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:

Jefferson County, Texas

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

jeff.branick@jeffcotx.us

West Jefferson County

Municipal Water District
Daniel Hidalgo, District Manager
7824 Glenbrook Dr.
Beaumont, TX 77705

dhidalgo@westjeffersoncountymwd.com

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 identified in Exhibit A. 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.

JEFFERSON COUNTY, TEXAS



Jeff Branick
County Judge
Jefferson County, Texas
5/14/23


Date

SUBRECIPIENT

Daniel Hidalgo
District Manager
West Jefferson County Municipal Water
District

Date

ATTEST:



Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas
5/14/2023

Date

ATTEST:

Will Larrain
Engineer, Action Civil Engineers, PLLC
West Jefferson County Municipal Water
District

Date



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 and SLFRF publications or as defined by the County. 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 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 a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), 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.

EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

City of China, Texas

Subrecipient Mailing Address

PO Box 248
245 Broadway
China, TX 77613

Subrecipient Primary Contact

Name: Matthew Lopez

Title: Mayor

Email: mayorofchina@chinatexas.net

Phone #: 409-752-5403

Subrecipient Secondary Contact

Name: Dawn Matte

Title: City Secretary

Email: citysecretary@chinatexas.net

Phone #: 709-752-5403

Subrecipient Unique Entity Identifier

QHDLEPU8RA75

SLFRF Subaward Amount

\$ 5,000,000.00

Project Name

Wastewater Treatment plant
Improvements/expansion

Project Physical Address

1854 S. Broadway (aka. 1854 S. China Rd)

Project Description

Phase II (JC ARPA Funds) of the proposed WWTP will be to construct a second treatment train with a proposed capacity of 0.25 MGD

Project Goals / Intended Outcomes

Reduce TPDES permit flow exceedences/enforcements from the TCEQ and eliminate fines and provide necessary increase in capacity to accommodate population growth and peak volume conditions.

Approved Activities / Scope of Work

1. Design and Engineering (including construction plan development, contract documents, and technical specifications)
2. Bidding, Project Management, Construction Engineering, and Construction Inspection
3. Permitting and Fees
4. Operation and Maintenance (O&M) manual development
5. General Construction Contract
6. _____
7. _____
8. _____
9. _____
10. _____

Jefferson County Approval & Date



Subrecipient Signature & Date

**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 City of China, Texas (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 U.S. 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 information and request 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 \$ 5,000,000.00 (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.

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- 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

The Subrecipient must return Award funds 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, representatives 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:

Jefferson County, Texas
 Judge Jeff Branick – County Judge
 1149 Pearl 4th Floor
 Beaumont, TX 77701

jeff.branick@jeffcotx.us

The City of China, Texas
 Matthew Lopez, Mayor
 PO Box 248
 245 Broadway
 China, TX 77613

mayorofchina@chinatexas.net

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 identified in Exhibit A. 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.

JEFFERSON COUNTY, TEXAS



Jeff Branick
County Judge
Jefferson County, Texas

5/16/2023


Date

SUBRECIPIENT

Matthew Lopez
Mayor
The City of China, Texas

Date

ATTEST:



Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

5/16/2023

Date

ATTEST:

Dawn Matte
City Secretary
The City of China, Texas

Date



EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

West Jefferson County Municipal Water District

Subrecipient Mailing Address

7824 Glenbrook Dr.
Beaumont, TX 77705

Subrecipient Primary Contact

Name: Daniel Hidalgo
Title: District Manager
Email: dhidalgo@westjeffersoncountymwd.com
Phone #: (409) 794-2338

Subrecipient Secondary Contact

Name: Will Larrain
Title: Engineer, Action Civil Engineers, PLLC
Email: wlarrain@acecivilengineers.com
Phone #: (409) 728-6253

Subrecipient Unique Entity Identifier

SZVBFENYLPV7

SLFRF Subaward Amount

\$ 4,500,000.00

Project Name

Construction of two (2) potable water storage tanks

Project Physical Address

7824 Glenbrook Dr.
Beaumont, TX 77705

Project Description

Construction of: (i) a five hundred thousand (500,000) gallon elevated potable water storage tank within the District's water distribution system; and (ii) a one million (1,000,000) gallon ground potable water storage tank at the District's water treatment facility.

Project Goals / Intended Outcomes

The enabling of WJC MWD to provide safe and reliable water service to residents of the district and remain in compliance with the Safe Drinking Water Act and standards established by the Texas Commission on Environmental Quality, despite challenges caused by disasters (health, natural, man made, etc.) or other circumstances.

Approved Activities / Scope of Work

1. Design and Engineering
2. Project Management, Monitoring and Inspection
3. Permitting
4. Site Work Contract
5. General Construction Contract
6. Geotechnical/Soil
7. Pipe, Valve, misc. vendors
8. (name other contracts or subcontract types that would be paid separately from the GC and engineer)
- 9.
- 10.

Jefferson County Approval & Date



Subrecipient Signature & Date

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 and SLFRF publications or as defined by the County. 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 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 a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), 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.

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Fran Lee, Auditing
FROM: Commissioner Everette Alfred *EA/nr*
DATE: May 11, 2023
RE: **Transfer Funds –Out of Series**

Please make the following transfer as indicated.

- Transfer **\$10,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs.

Thank you.

EA/nr

NAME	AMOUNT	CHECK NO. 74	TOTAL 74
JURY FUND			
CHAPMAN VENDING	235.85	506387	235.85**
ROAD & BRIDGE PCT.#1			
ENTERGY	334.83	506231	
M&D SUPPLY	46.51	506240	
MARTIN PRODUCT SALES LLC	5,614.00	506312	
REPUBLIC SERVICES	147.22	506348	
FUNCTION 4 LLC	31.00	506355	6,173.56**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	2,839.58	506202	
BEAUMONT TRACTOR COMPANY	240.04	506208	
BETA TECHNOLOGY	234.04	506210	
CITY OF NEDERLAND	85.81	506216	
ENTERGY	611.75	506231	
AT&T	131.49	506265	
VULCAN MATERIALS CO.	2,876.10	506277	
NEW WAVE WELDING TECHNOLOGY	20.00	506318	
REPUBLIC SERVICES	166.26	506348	
FUNCTION 4 LLC	31.00	506355	7,236.07**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	10,740.52	506202	
W. JEFFERSON COUNTY M.W.D.	28.77	506278	
SOUTHERN TIRE MART, LLC	1,172.76	506282	
SUPERIOR SUPPLY & STEEL	320.00	506288	
TEXAS GAS SERVICE	154.87	506303	
WINDSTREAM	48.47	506311	
ALL SERV INDUSTRIAL LLC	62.77	506320	
NORTHERN TOOL AND EQUIPMENT	350.88	506328	
ON TIME TIRE	720.00	506331	
PRO CHEM INC	497.21	506334	
1800RADIATOR & AC	225.00	506341	
A-1 MAIDA FENCE COMPANY	150.00	506344	
REPUBLIC SERVICES	147.22	506348	
FUNCTION 4 LLC	62.00	506355	
O'REILLY AUTO PARTS	165.54	506364	
MUNRO'S UNIFORM SERVICES, LLC	23.95	506401	14,869.96**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	4,876.12	506202	
COASTAL WELDING SUPPLY INC	108.00	506218	
ENTERGY	14.19	506231	
M&D SUPPLY	268.38	506240	
SOUTHEAST TEXAS WATER	68.98	506262	
UNITED STATES POSTAL SERVICE	2.92	506296	
MARTIN PRODUCT SALES LLC	2,282.00	506312	
REPUBLIC SERVICES	452.90	506348	
FUNCTION 4 LLC	52.00	506355	
O'REILLY AUTO PARTS	378.00	506364	
GULF COAST	307.94	506373	8,811.43**
ENGINEERING FUND			
WHITE REPROGRAPHICS	292.00	506279	
FUNCTION 4 LLC	62.00	506355	
ODP BUSINESS SOLUTIONS, LLC	37.71	506399	391.71**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	52.85	506214	
W.W. GRAINGER, INC.	506.40	506228	
ENTERGY	1,110.42	506231	
W. JEFFERSON COUNTY M.W.D.	28.77	506278	
LOWE'S HOME CENTERS, INC.	304.75	506301	
PRO CHEM INC	499.90	506334	2,503.09**
GENERAL FUND			
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	225.02	506296	
REPUBLIC SERVICES	73.60	506348	
FUNCTION 4 LLC	155.00	506355	453.62*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	340.00	506242	
PINNACLE MEDICAL MANAGEMENT CORP	90.00	506247	
PRE CHECK, INC.	717.98	506289	
UNITED STATES POSTAL SERVICE	5.86	506296	
SIERRA SPRING WATER CO. - BT	139.94	506297	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	618.00	506351	
FUNCTION 4 LLC	31.00	506355	1,942.78*
AUDITOR'S OFFICE			
CASH ADVANCE ACCOUNT	1,964.01	506237	
SOUTHEAST TEXAS WATER	34.95	506263	
TEXAS SOCIETY OF CPA'S	690.00	506273	
UNITED STATES POSTAL SERVICE	3.75	506296	
RHONDA BRODE	659.67	506298	
FUNCTION 4 LLC	31.00	506355	
JON SAMUEL WILLIAMS	75.00	506420	3,458.38*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	298.25	506296	
FUNCTION 4 LLC	93.00	506355	
NAGARA	89.00	506397	480.25*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	1.01	506296	
GREGORY LAW FIRM	500.00	506329	
FUNCTION 4 LLC	31.00	506355	532.01*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.11	506296	
FUNCTION 4 LLC	31.00	506355	32.11*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	161.03	506296	
FUNCTION 4 LLC	62.00	506355	223.03*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	350.00	506355	350.00*
PURCHASING DEPARTMENT			
PORT ARTHUR NEWS, INC.	767.20	506248	
UNITED STATES POSTAL SERVICE	83.19	506296	
FUNCTION 4 LLC	31.00	506355	881.39*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,033.90	506205	
CASH ADVANCE ACCOUNT	30.00	506237	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	506269	
TEXAS WORKFORCE COMMISSION	22,440.65	506271	
CHARTER COMMUNICATIONS	2,442.76	506395	
VERTIV CORPORATION	18,870.00	506416	47,517.31*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	499.80	506285	
FUNCTION 4 LLC	31.00	506355	
LINDENMEYR MUNROE	2,478.00	506384	
STEEPMEADOW SOLUTIONS, LLC	6,434.52	506393	
CITIBANK NA	38.44	506408	9,481.76*
VOTERS REGISTRATION DEPT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	311.83 31.00	506296 506355	342.83*
ELECTIONS DEPARTMENT FUNCTION 4 LLC	31.00	506355	31.00*
DISTRICT ATTORNEY UNITED STATES POSTAL SERVICE FUNCTION 4 LLC CITIBANK NA	334.74 155.00 840.00	506296 506355 506408	1,329.74*
DISTRICT CLERK CARPENTER'S TIME CENTER INC. TAC - TEXAS ASSN. OF COUNTIES UNITED STATES POSTAL SERVICE B&H PHOTO VIDEO PRO AUDIO FUNCTION 4 LLC	150.00 275.00 292.15 236.00 601.00	506211 506267 506296 506335 506355	1,554.15*
CRIMINAL DISTRICT COURT FUNCTION 4 LLC	62.00	506355	62.00*
58TH DISTRICT COURT FUNCTION 4 LLC	31.00	506355	31.00*
60TH DISTRICT COURT FUNCTION 4 LLC	31.00	506355	31.00*
136TH DISTRICT COURT BAYLOR WORTHAM FUNCTION 4 LLC	265.00 31.00	506310 506355	296.00*
172ND DISTRICT COURT FUNCTION 4 LLC	31.00	506355	31.00*
252ND DISTRICT COURT DOUGLAS M. BARLOW, ATTORNEY AT LAW EDWARD B. GRIPON, M.D., P.A. WENDELL RADFORD BRANDI SEWELL UNITED STATES POSTAL SERVICE SUMMER TANNER FUNCTION 4 LLC B. E. FRANKLIN LAW FIRM, PLLC	2,175.00 795.00 800.00 191.90 24.89 924.05 62.00 800.00	506207 506229 506251 506284 506296 506313 506355 506404	5,772.84*
279TH DISTRICT COURT ORGAIN BELL & TUCKER LLP ANITA F. PROVO RANDY SHELTON SOUTHEAST TEXAS WATER CHARLES ROJAS LANGSTON ADAMS JOEL WEBB VAZQUEZ WILLIAM FORD DISHMAN FUNCTION 4 LLC LAW OFFICE OF SOLOMON FREIMUTH THE PARDUE LAW FIRM, PLLC ALICIA K HALL PLLC SHELANDER LAW OFFICE ODP BUSINESS SOLUTIONS, LLC	561.00 640.00 330.00 17.04 325.00 325.00 1,200.00 220.00 31.00 110.00 1,463.00 1,309.00 220.00 66.98	506244 506250 506256 506264 506287 506302 506307 506339 506355 506359 506378 506379 506388 506399	6,818.02*
317TH DISTRICT COURT JACK LAWRENCE	325.00	506204	

NAME	AMOUNT	CHECK NO.	TOTAL
A. MARK FAGGARD	1,050.00	506223	
ANITA F. PROVO	325.00	506250	
CHARLES ROJAS	520.00	506287	
GLEN M. CROCKER	150.00	506299	
DONEANE E. BECKCOM	440.00	506300	
JOEL WEBB VAZQUEZ	330.00	506307	
KIMBERLY PHELAN, P.C.	700.00	506309	
BRITTANIE HOLMES	660.00	506336	
WILLIAM FORD DISHMAN	330.00	506339	
MATUSKA LAW FIRM	975.00	506340	
GORDON D FRIESZ	280.00	506346	
FUNCTION 4 LLC	31.00	506355	
JUSTICE COURT-PCT 1 PL 1			6,116.00*
UNITED STATES POSTAL SERVICE	24.67	506296	
FUNCTION 4 LLC	31.00	506355	
JUSTICE COURT-PCT 1 PL 2			55.67*
UNITED STATES POSTAL SERVICE	22.69	506296	
FUNCTION 4 LLC	31.00	506355	
ODP BUSINESS SOLUTIONS, LLC	451.98	506399	
JUSTICE COURT-PCT 2			505.67*
ULINE SHIPPING SUPPLY SPECIALI	201.27	506275	
JUSTICE COURT-PCT 4			201.27*
FUNCTION 4 LLC	31.00	506355	
JUSTICE COURT-PCT 6			31.00*
UNITED STATES POSTAL SERVICE	15.40	506296	
FUNCTION 4 LLC	31.00	506355	
DIRECTV, LLC	14.47	506392	
JUSTICE OF PEACE PCT. 8			60.87*
FUNCTION 4 LLC	31.00	506355	
COUNTY COURT AT LAW NO.1			31.00*
FUNCTION 4 LLC	31.00	506355	
COUNTY COURT AT LAW NO. 2			31.00*
DAVID GROVE	250.00	506203	
JACK LAWRENCE	250.00	506204	
MARVA PROVO	250.00	506249	
NATHAN REYNOLDS, JR.	250.00	506252	
CHARLES ROJAS	300.00	506287	
UNITED STATES POSTAL SERVICE	7.20	506296	
LANGSTON ADAMS	400.00	506302	
JOEL WEBB VAZQUEZ	400.00	506307	
LAURIE PEROZZO	250.00	506321	
FUNCTION 4 LLC	31.00	506355	
COUNTY COURT AT LAW NO. 3			2,388.20*
MARVA PROVO	300.00	506249	
UNITED STATES POSTAL SERVICE	13.69	506296	
JOEL WEBB VAZQUEZ	500.00	506307	
KIMBERLY PHELAN, P.C.	750.00	506309	
FUNCTION 4 LLC	31.00	506355	
THE SAMUEL FIRM, PLLC	650.00	506370	
LAW OFFICES OF BREVIN JACKSON PLLC	400.00	506412	
COURT MASTER			2,644.69*
FUNCTION 4 LLC	31.00	506355	
BUDDIE J HAHN	1,253.96	506374	

NAME	AMOUNT	CHECK NO.	TOTAL
RICHARD D HUGHES ATTORNEY AT LAW	1,500.00	506381	2,784.96*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	1.52	506296	
FUNCTION 4 LLC	31.00	506355	32.52*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	506355	124.00*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	51.83	506215	
FED EX	46.22	506225	
ENTERGY	558.44	506231	
SHERIFF'S ASSOCIATION OF TEXAS	25.00	506258	
AT&T	175.32	506265	
SUTHERLAND LUMBER CO.	539.73	506266	
CDW COMPUTER CENTERS, INC.	485.18	506285	
UNITED STATES POSTAL SERVICE	980.14	506296	
RITA HURT	275.00	506330	
THOMSON REUTERS-WEST	531.60	506338	
GALLS LLC	2,718.38	506345	
REPUBLIC SERVICES	147.22	506348	
FUNCTION 4 LLC	310.00	506355	
TND WORKWEAR CO LLC	24.95	506356	
VECTOR SECURITY	138.12	506358	
BEARCOM / KAY ELECTRONICS	7,273.29	506371	
ODP BUSINESS SOLUTIONS, LLC	1,060.91	506399	
BEAUMONT OCCUPATIONAL SERVICES	167.85	506411	
THE MONOGRAM SHOP	125.00	506414	15,634.18*
CRIME LABORATORY			
ALLOMETRICS INC.	155.00	506201	
FED EX	185.07	506226	
CASH ADVANCE ACCOUNT	746.07	506237	
SOUTHEAST TEXAS WATER	79.90	506261	
THERMAL SCIENTIFIC, INC.	152.00	506274	
ALDINGER COMPANY	352.00	506337	
FUNCTION 4 LLC	31.00	506355	
VECTOR SECURITY	190.11	506358	
ODP BUSINESS SOLUTIONS, LLC	175.43	506399	
BAK GLOBAL LLC	50.00	506409	2,116.58*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	1,396.74	506199	
BOB BARKER CO., INC.	952.94	506206	
CITY OF BEAUMONT - WATER DEPT.	21,512.50	506212	
CITY OF BEAUMONT - WATER DEPT.	55.40	506213	
COASTAL WELDING SUPPLY INC	112.50	506218	
ECOLAB	598.66	506220	
J.S. EDWARDS & SHERLOCK INS. AGENCY	355.00	506222	
ENTERGY	833.95	506231	
JACK BROOKS REGIONAL AIRPORT	1,125.45	506236	
KIRKSEY'S SPRINT PRINTING	24.95	506238	
MAVERICK COMMUNICATIONS, INC.	1,957.66	506241	
MOTION INDUSTRIES, INC.	829.57	506243	
SHERWIN-WILLIAMS	349.20	506259	
AT&T	38.38	506265	
TEXAS JAIL ASSOCIATION	30.00	506272	
WORTH HYDROCHEM OF THE GULF COAST	390.00	506280	
LOWE'S HOME CENTERS, INC.	154.22	506301	
GULF COAST ELECTRIC CO., INC.	250.00	506317	
WORLD FUEL SERVICES	4,194.90	506322	
GALLS LLC	239.96	506345	
REPUBLIC SERVICES	12,615.04	506348	
FUNCTION 4 LLC	217.00	506355	
FERGUSON ENTERPRISES INC	1,090.20	506357	
CORRHEALTH PLLC	382,992.66	506360	
MOORE-ALL TEX SUPPLY	38.65	506361	

NAME	AMOUNT	CHECK NO.	TOTAL
LASALLE CORRECTIONS VI LLC	115,500.00	506365	
TRINITY SERVICES GROUP INC	25,961.20	506372	
BOSWORTH PAPERS	571.48	506385	
ODP BUSINESS SOLUTIONS, LLC	2,414.44	506399	
CITIBANK NA	2,776.75	506408	
NATY DE LOS SANTOS	28.75	506421	
JUVENILE PROBATION DEPT.			579,608.15*
FED EX	72.39	506224	
UNITED STATES POSTAL SERVICE	7.72	506296	
FUNCTION 4 LLC	93.00	506355	
CHARITY HIGHTOWER	558.07	506362	
KEVIN LEVINGSTON	88.88	506417	
JUVENILE DETENTION HOME			820.06*
CITY OF BEAUMONT - WATER DEPT.	4,005.88	506212	
ENTERGY	4,045.57	506231	
TEXAS DEPT OF LICENSING &	190.00	506270	
BEN E KEITH COMPANY	438.44	506306	
REPUBLIC SERVICES	1,039.20	506348	
WILLBANKS CONTRACTOR SUPPORT LLC	12,000.00	506349	
FUNCTION 4 LLC	31.00	506355	
FLOWERS BAKING COMPANY OF HOUSTON	61.11	506402	
CONSTABLE PCT 1			21,811.20*
CASH ADVANCE ACCOUNT	795.46	506237	
UNITED STATES POSTAL SERVICE	14.80	506296	
FUNCTION 4 LLC	31.00	506355	
CONSTABLE-PCT 4			841.26*
DISH NETWORK	82.36	506314	
FUNCTION 4 LLC	31.00	506355	
CONSTABLE-PCT 6			113.36*
UNITED STATES POSTAL SERVICE	4.25	506296	
FUNCTION 4 LLC	31.00	506355	
CONSTABLE PCT. 8			35.25*
FUNCTION 4 LLC	31.00	506355	
COUNTY MORGUE			31.00*
PROCTOR'S MORTUARY INC	12,375.00	506323	
FORENSIC MEDICAL	99,900.00	506368	
AGRICULTURE EXTENSION SVC			112,275.00*
DAVID OATES	126.42	506350	
FUNCTION 4 LLC	31.00	506355	
TYLER FITZGERALD	40.00	506367	
WALMART CAPITAL ONE	137.17	506389	
HALLEE M SMITH	91.68	506391	
AMAZON CAPITAL SERVICES	259.98	506406	
REBECCA CARPENTER	214.82	506415	
HEALTH AND WELFARE NO. 1			901.07*
ENTERGY	70.00	506234	
PETTY CASH - N C WELFARE	60.50	506245	
CLAYBAR HAVEN OF REST	1,240.00	506293	
UNITED STATES POSTAL SERVICE	84.67	506296	
PROCTOR'S MORTUARY INC	3,575.00	506324	
FUNCTION 4 LLC	62.00	506355	
HEALTH AND WELFARE NO. 2			5,092.17*
GABRIEL FUNERAL HOME, INC.	1,800.00	506227	

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	121.75	506235	
CLAYBAR HAVEN OF REST	1,240.00	506294	
FUNCTION 4 LLC	62.00	506355	
LISA WASHINGTON	199.12	506405	
			3,422.87*
NURSE PRACTITIONER			
FUNCTION 4 LLC	31.00	506355	
			31.00*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC	31.00	506355	
NATIONAL ENVIRONMENTAL HEALTH ASSOC	370.00	506390	
			401.00*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	506316	
EMERGENCY MANAGEMENT			3,773.00*
CITIBANK NA	117.25	506408	
			117.25*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	10,537.04	506212	
W.W. GRAINGER, INC.	101.48	506228	
M&D SUPPLY	47.40	506240	
SANITARY SUPPLY, INC.	2,574.80	506254	
ACE IMAGEWEAR	264.04	506257	
S.E. TEXAS BUILDING SERVICE	25,381.80	506260	
AT&T GLOBAL SERVICES	473.50	506304	
REPUBLIC SERVICES	3,117.60	506348	
FUNCTION 4 LLC	31.00	506355	
SOUTHWESTERN PAINT&WALLPAPER CO INC	728.65	506407	
			43,257.31*
MAINTENANCE-PORT ARTHUR			
COBURN SUPPLY COMPANY INC	160.33	506219	
ENTERGY	4,077.17	506231	
S.E. TEXAS BUILDING SERVICE	8,774.98	506260	
SUTHERLAND LUMBER CO.	89.00	506266	
LOWE'S HOME CENTERS, INC.	149.44	506301	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	299.99	506343	
FUNCTION 4 LLC	93.00	506355	
LESLIE'S SWIMMING POOL SUPPLIES	83.13	506369	
PARKER'S BUILDING SUPPLY	111.40	506403	
			13,838.44*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	22.40	506217	
ENTERGY	1,594.66	506231	
ACE IMAGEWEAR	39.54	506257	
REPUBLIC SERVICES	166.26	506348	
FUNCTION 4 LLC	31.00	506355	
CHARTER COMMUNICATIONS	49.87	506396	
			1,903.73*
SERVICE CENTER			
SPIDLE & SPIDLE	2,565.11	506202	
M&D SUPPLY	44.97	506240	
PHILPOTT MOTORS, INC.	1,180.63	506246	
AT&T	87.66	506265	
VOYAGER FLEET SYSTEM, INC.	21,432.47	506305	
BUMPER TO BUMPER	615.49	506308	
ROBERT'S TEXACO XPRESS LUBE	77.00	506319	
MIGHTY OF SOUTHEAST TEXAS	1,999.98	506327	
REPUBLIC SERVICES	166.26	506348	
FUNCTION 4 LLC	31.00	506355	
THE GOODYEAR TIRE & RUBBER COMPANY	1,862.40	506363	
CITIBANK NA	2,949.00	506408	
			33,011.97*
VETERANS SERVICE			

NAME	AMOUNT	CHECK NO. 81	TOTAL
UNITED STATES POSTAL SERVICE	8.34	506296	
FUNCTION 4 LLC	62.00	506355	
			70.34*
			935,765.26**
MOSQUITO CONTROL FUND			
ENTERGY	337.44	506231	
RITTER @ HOME	19.98	506253	
SETZER HARDWARE, INC.	26.42	506255	
ACE IMAGEWEAR	64.92	506257	
TEXAS WORKFORCE COMMISSION	1,725.00	506271	
UNITED PARCEL SERVICE	16.97	506276	
REPUBLIC SERVICES	166.26	506348	
FUNCTION 4 LLC	31.00	506355	
			2,387.99**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	506355	
			31.00**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICES	331.90	506411	
			331.90**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	10,425.92	506375	
			10,425.92**
LAW LIBRARY FUND			
FUNCTION 4 LLC	31.00	506355	
			31.00**
EMPG GRANT			
FUNCTION 4 LLC	31.00	506355	
AMAZON CAPITAL SERVICES	386.20	506406	
CITIBANK NA	1,500.00	506408	
			1,917.20**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	65.08	506291	
GRAYSON COUNTY DEPT OF JUVENILE	7,800.00	506342	
WILLBANKS CONTRACTOR SUPPORT LLC	62,576.00	506349	
TCSI, LLC	7,536.30	506377	
			77,977.38**
GRANT A STATE AID			
HAYS COUNTY	6,000.00	506281	
GRAYSON COUNTY DEPT OF JUVENILE	11,970.00	506342	
TCSI, LLC	3,481.66	506377	
			21,451.66**
COMMUNITY SUPERVISION FND			
CORRECTIONAL COUNSELING, INC.	1,439.31	506200	
TEXAS CORRECTIONS ASSOCIATION	275.00	506268	
PEGGY HARRISON	168.03	506283	
DANA LEWIS-BROUSSARD	100.00	506292	
UNITED STATES POSTAL SERVICE	65.88	506296	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	506316	
PRINTMAILPRO.COM	114.00	506332	
FUNCTION 4 LLC	62.00	506355	
ODP BUSINESS SOLUTIONS, LLC	2,210.97	506399	
BAK GLOBAL LLC	100.00	506409	
MARISSA PELLUM	45.30	506410	
			11,545.49**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC	31.00	506355	
			31.00**
DRUG DIVERSION PROGRAM			
CASH ADVANCE ACCOUNT	104.00	506237	
FUNCTION 4 LLC	31.00	506355	
			135.00**
LAW OFFICER TRAINING GRT			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	197.83	506231	197.83**
HOTEL OCCUPANCY TAX FUND			
AT&T	95.42	506265	
UNITED STATES POSTAL SERVICE	16.60	506296	
REPUBLIC SERVICES	166.26	506348	
FUNCTION 4 LLC	31.00	506355	
FERGUSON ENTERPRISES INC	254.26	506357	563.54**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	62.00	506355	62.00**
AIRPORT FUND			
BELL FENCE MFG. CO.	8.18	506209	
EASTEX RUBBER & GASKET	49.85	506221	
ENTERGY	9,093.44	506233	
LOUIS' YAZOO SALES & SERVICE, LLC	69.99	506239	
SETZER HARDWARE, INC.	10.65	506255	
AT&T	469.06	506265	
TEXAS WORKFORCE COMMISSION	6,240.00	506271	
UNITED STATES POSTAL SERVICE	1.52	506296	
LOWE'S HOME CENTERS, INC.	139.24	506301	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	61.20	506343	
REPUBLIC SERVICES	1,035.04	506348	
FUNCTION 4 LLC	62.00	506355	
TITAN AVIATION FUELS	44,505.60	506366	
JM TEST SYSTEMS INC	90.00	506383	
PREFERRED FACILITIES GROUP-USA, LLC	13,087.96	506386	
ODP BUSINESS SOLUTIONS, LLC	56.74	506399	
MUNRO'S UNIFORM SERVICES, LLC	81.65	506401	75,062.12**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	53,914.47	506325	
TOLUNAY-WONG ENGINEERS INC	2,261.50	506326	56,175.97**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	5,056.36	506333	
REPUBLIC SERVICES	8,030.00	506348	13,086.36**
WORKER'S COMPENSATION FD			
MCGRIFF INSURANCE SERVICES, INC	3,420.00	506400	3,420.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	15,773.71	506179	
CLEAT	324.00	506180	
JEFFERSON CTY. TREASURER	12,291.27	506181	
RON STADTMUELLER - CHAPTER 13	182.31	506182	
INTERNAL REVENUE SERVICE	208.00	506183	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,780.00	506184	
JEFFERSON CTY. COMMUNITY SUP.	6,830.65	506185	
JEFFERSON CTY. TREASURER - HEALTH	553,609.91	506186	
JEFFERSON CTY. TREASURER - GENERAL	25.00	506187	
JEFFERSON CTY. TREASURER - PAYROLL	1,998,701.15	506188	
JEFFERSON CTY. TREASURER - PAYROLL	672,579.15	506189	
MONEY LIFE INSURANCE OF AMERICA	43.86	506190	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,703.03	506191	
JEFFERSON CTY. TREASURER - TCDRS	786,742.87	506192	
JEFFERSON COUNTY TREASURER	2,965.12	506193	
JEFFERSON COUNTY - TREASURER -	8,295.04	506194	
NECHES FEDERAL CREDIT UNION	34,225.24	506195	
JEFFERSON COUNTY - NATIONWIDE	57,194.71	506196	
SBA - U S DEPARTMENT OF TREASURY	286.87	506197	
INVESCO INVESTMENT SERVICES, INC	566.66	506198	4,156,328.55**
LANGUAGE ACCESS FUND			

NAME	AMOUNT	CHECK NO. 83	TOTAL
MASTERWORD SERVICES, INC	333.72	506394	
RUBEN ZAPATA	100.00	506413	
			433.72**
ARPA CORONAVIRUS RECOVERY			
TIDAL BASIN GOVERNMENT CONSULTING	16,280.00	506380	
BRIC/FMA GRANT			16,280.00**
TIDAL BASIN GOVERNMENT CONSULTING	2,475.00	506380	
MARINE DIVISION			2,475.00**
ENTERGY	536.22	506231	
JACK BROOKS REGIONAL AIRPORT	723.15	506236	
SETZER HARDWARE, INC.	10.78	506255	
AT&T	107.52	506265	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	506286	
VERIZON WIRELESS	37.99	506290	
LONGS TRAILER REPAIR	141.81	506315	
GALLS LLC	279.50	506345	
COVENANT TACTICAL LLC	225.00	506376	
FRANK & JIMMIES PROPELLER SHOP INC	1,985.04	506418	
STEPHEN SATCHFIELD	117.25	506419	
			4,224.26**
SHERIFF - COMMISSARY			
TRINITY SERVICES GROUP INC	1,342.25	506372	
WALMART CAPITAL ONE	219.43	506389	
			1,561.68**
2022 PORT SECURITY GRANT			
NATIONAL ASSOC OF STATE BOATING LAW	23,500.00	506382	
			23,500.00**
			5,455,623.50***



May 8, 2023

INDEMNITY AGREEMENT

Beaumont Tractor Company Inc. has requested the use of Jack Brooks Regional Airport for May 26th, 2023. The activities are limited to a demonstration of their new equipment, including tractors, hay cutting, hay baling, and hay moving. The demonstration is intended to show the new equipment features with hands-on experience.

Beaumont Tractor estimates less than 100 spectators to attend. All activities are limited to the grassy areas near the Hwy 69 feeder road.

Beaumont Tractor agrees to provide proper personnel to direct vehicle traffic to and from their demonstration site to keep all personnel and visitors safe and provide unimpeded ingress and egress of airport travelers.

Beaumont Tractor agrees to leave the site clean and free of trash and remove any bales and other items from the demonstration.

Beaumont Tractor agrees to defend, indemnify, and hold harmless Jefferson County and Jack Brooks Regional Airport for any and all claims and lawsuits for personal injuries, property damage, or any other damages arising from Beaumont Tractor's equipment demonstration.

Beaumont Tractor agrees to provide proof of Commercial General Liability Insurance in a minimum amount of \$1,000,000 per occurrence and having Jefferson County named as additional insured. Said proof shall be provided to Airport prior to date of demonstration.

Arianna Merrell

Beaumont Tractor Inc.

Authorized Signatory

[Signature]

Jefferson County, Texas

Authorized Signatory

ATTEST *[Signature]*
DATE 5/16/2023



Seize the hay.



 **Kubota**. Together we do more.



Kubota Hay Days

Demo new equipment • Ask experts • Explore financing



Friday May 26, 2023 10 - 2pm
Jack Brooks Regional Airport

RSVP: Kyle Lee 409-790-5348 or
Dylan Hagens 361-550-1370

We will be serving lunch!

Famous Kubota reliability in
TRACTORS | BALERS | HAY EQUIPMENT

**ORDER OF SPECIAL ELECTION
(ORDEN DE ELECCIÓN ESPECIAL)**

An election is hereby ordered to be held on November 7, 2023, for the purpose of: The Creation Of Jefferson County Emergency Services District No. 5 And Adoption Of A Tax On The Ad Valorem Property Situated In Said District At A Rate Not To Exceed Ten Cents On The One Hundred Dollars Valuation For The Support Of The District.

(Por lo presente se ordena que se lleve a cabo una elección el 7 de Noviembre, 2023, con el propósito de: La Creación Del Distrito Nro. 5 De Servicios De Emergencia Del Condado De Jefferson (Jefferson County Emergency Services District No. 5) y La Adopción De Un Impuesto Ad Valorem Sobre Propiedades Situadas En Dicho Distrito en Una Tasa Que No Exceda Diez Centavos En Cada Cien Dólares De Valoración Para Mantenimiento Del Distrito.)

Early Voting by personal appearance will be conducted each weekday at:

(La votación adelantada en persona se llevará a cabo cada día semanal en:)

EARLY VOTING LOCATIONS:

(Ubicaciones de Votación Adelantada):

Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy 90, China, Texas 77613
Rogers Park Recreation Center	6540 Gladys Ave., Beaumont, Texas 77706
Hebert Library (Community Room)	2025 Merriman St, Port Neches, Texas 77651
Ray Chesson Office Building (Courtroom)	19217 FM 365, Beaumont, Texas 77705
Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave., Nederland, Texas 77627
Groves Activity Building (Lounge)	6150 39 th Street, Groves, Texas 77619
Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr., Beaumont, Texas 77640
Port Arthur Library (Lucy Stiefel Gallery)	4615 9 th Avenue, Port Arthur, Texas 77642
Jefferson County Courthouse (Lobby)	1085 Pearl St., Beaumont, Texas 77701
John Paul Davis Community Center	3580 E. Lucas Dr., Beaumont, Texas 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd., Beaumont, Texas 77705

DATES AND HOURS FOR ALL EARLY VOTING LOCATIONS:

(Fechas y Horas para todas las localizaciones de Votación Adelantada):

October 23 – 27, 2023 <i>(Octubre 23 – 27, 2023)</i>	Monday - Friday <i>(Lunes - Viernes)</i>	8:00 a.m. - 5:00 p.m.
October 28, 2023 <i>(Octubre 28, 2023)</i>	Saturday <i>(Sábado)</i>	7:00 a.m. - 7:00 p.m.
October 29, 2023 <i>(Octubre 29, 2023)</i>	Sunday <i>(Domingo)</i>	12:00 p.m. - 5:00 p.m.
October 30, 2023 – November 3, 2023 <i>(Octubre 30, 2023 – Noviembre 3, 2023)</i>	Monday – Tuesday <i>(Lunes – Martes)</i>	7:00 a.m. - 7:00 p.m.

Applications for ballot by mail must be submitted by one of the following methods to the County Clerk:
(Las solicitudes de boletas por correo deben enviarse mediante uno de los siguientes métodos al secretario del condado:)

Mail:
(Correo:)

Jefferson County Clerk
P.O. Box 1151
Beaumont, Texas 77704

Common or Contact Carrier
(Transportista Común o Contratado:)

Jefferson County Clerk's Office
1085 Pearl St.
Beaumont, Texas 77701

Fax:
(Facsímil:)

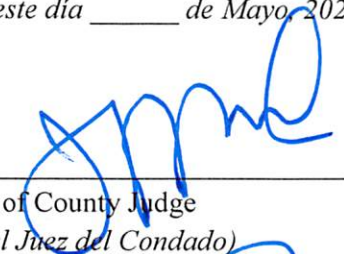
(409) 839-2394

Email:
(Correo Electrónico):

countyclerk@jeffcotx.us


Application for ballot by mail must be received no later than the close of business on October 27, 2023.
(Las solicitudes para boletas que se votarán por correo deberán recibirse para el fin de las horas hábiles el 27 de Octubre, 2023.)


Issued this the _____ day of May, 2023.
(Emitida este día _____ de Mayo, 2023.)



Signature of County Judge
(Firma del Juez del Condado)



ATTEST 
DATE 5/2/23



County Commissioner, Pct. No. 1
(Comisionado del Condado, Precinto No. 1)

Cary Erickson

County Commissioner, Pct. No. 2
(Comisionado del Condado, Precinto No. 2)

County Commissioner, Pct. No. 3
(Comisionado del Condado, Precinto. No.3)

Wendell R. Coffey

County Commissioner, Pct. No. 4
(Comisionado del Condado, Precinto. No. 4)

TxDOT:				NBI Structure #	20-124-0-AA02-24-001
CSJ #	0920-38-297			Federal Highway Administration:	
District #	20-BMT	AFA ID	Z00004088	CFDA No.	20.205
Code Chart 64 #	50124			CFDA Title	Highway Planning and Construction
Project Name	Mason Road at Pignut Gully			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Projects Where the LG Match Contribution is Waived
Off the State System**

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the County of Jefferson, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at Mason Road at Pignut Gully and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 116292 dated August 30, 2022; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment D for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment A, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

TxDOT:				NBI Structure #	20-124-0-AA02-24-001
CSJ #	0920-38-297			Federal Highway Administration:	
District #	20-BMT	AFA ID	Z00004088	CFDA No.	20.205
Code Chart 64 #	50124			CFDA Title	Highway Planning and Construction
Project Name	Mason Road at Pignut Gully			<i>AFA Not Used For Research & Development</i>	

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

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6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment C, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS

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establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment C, Estimate of Direct Costs.
- B. Attachment C provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost

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resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment C for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include ROW Acquisition, Utility Relocation , and any additional requested work by the LG

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above what is eligible for Category 6 funding, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

- L. The amounts shown on Attachment C are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Projects approved for 100% federal and State funding under the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP), do not require local participation for costs eligible for federal funding. For IIJA and HBRRP funded projects, adjustments to the typical local participation as provided by Texas Transportation Code Section 222.053 do not apply.
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

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14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)

A. Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) and the Highway Bridge Replacement and Rehabilitation Program (HBRRP) do not require local participation for costs eligible for federal funding. Since no cost offset through the performance of Equivalent-Match work is required, this Article is not applicable.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

Local Government: County Commissioner
Jefferson County, Precinct 1
1149 Pearl Street, 4th Floor
Beaumont, TX 77701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have

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access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations

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and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not*

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discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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

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certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B.** The Local Government agrees that it shall:
 - 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 - 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

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31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age

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Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

TxDOT:				NBI Structure #	20-124-0-AA02-24-001
CSJ #	0920-38-297			Federal Highway Administration:	
District #	20-BMT	AFA ID	Z00004088	CFDA No.	20.205
Code Chart 64 #	50124			CFDA Title	Highway Planning and Construction
Project Name	Mason Road at Pignut Gully			<i>AFA Not Used For Research & Development</i>	

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

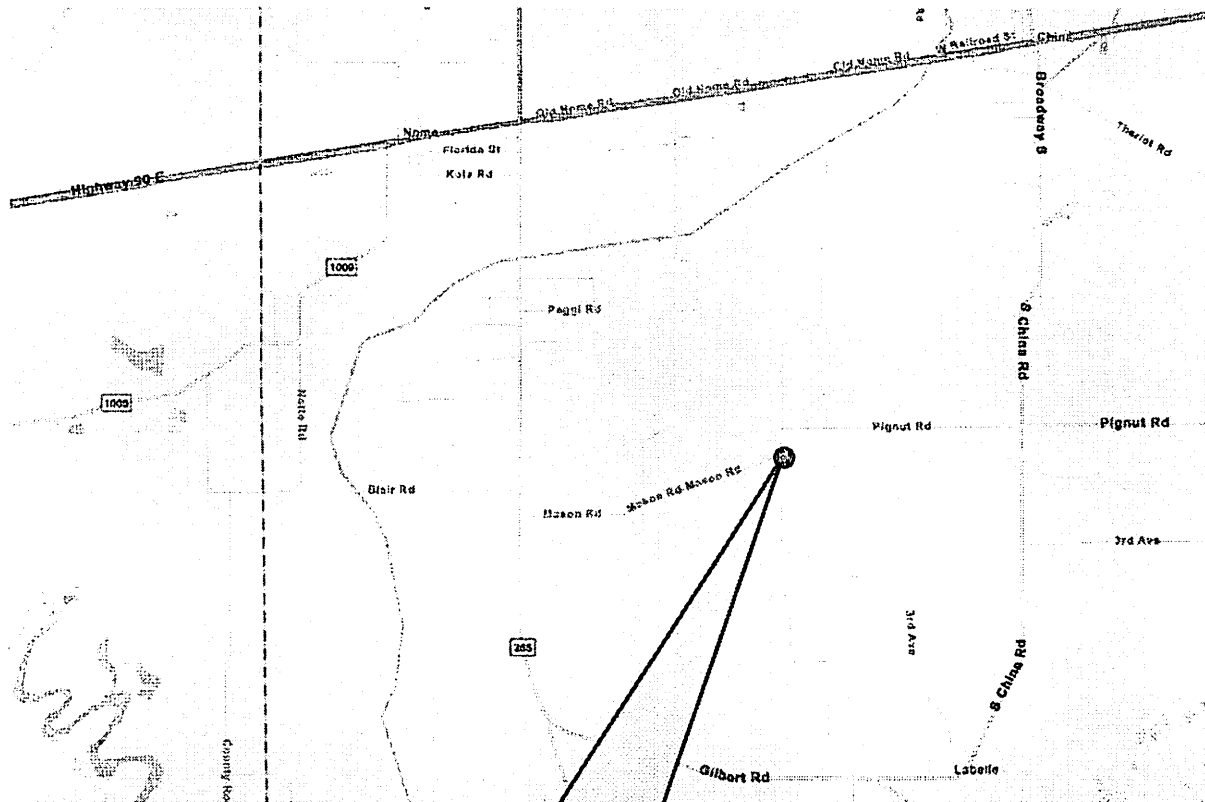
THE STATE OF TEXAS

Graham Bettis, P.E.
Bridge Division Director
Texas Department of Transportation

Date

TxDOT:				NBI Structure #	20-124-0-AA02-24-001
CSJ #	0920-38-297			Federal Highway Administration:	
District #	20-BMT	AFA ID	Z00004088	CFDA No.	20.205
Code Chart 64 #	50124				
Project Name	Mason Road at Pignut Gully				
AFA Not Used For Research & Development					

ATTACHMENT A PROJECT LOCATION MAP



Bridge: Mason @ Pignut Gully
CJS: 0920-38-297
NBI: 20-124-0-AA02-24-001

TxDOT:				NBI Structure #	20-124-0-AA02-24-001
CSJ #	0920-38-297			Federal Highway Administration:	
District #	20-BMT	AFA ID	Z00004088	CFDA No.	20.205
Code Chart 64 #	50124			CFDA Title	Highway Planning and Construction
Project Name	Mason Road at Pignut Gully			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT B**
LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECTS

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
N/A	N/A	N/A	N/A	N/A
Total				N/A
EMP work credited to this PWP*				N/A
Balance of EMP work available to associated PWPs				N/A
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	
N/A			N/A	

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment C.

**This attachment not applicable for non-PWPs.

TxDOT:				NBI Structure #	20-124-0-AA02-24-001
CSJ #	0920-38-297			Federal Highway Administration:	
District #	20-BMT	AFA ID	Z00004088	CFDA No.	20.205
Code Chart 64 #	50124			CFDA Title	Highway Planning and Construction
Project Name	Mason Road at Pignut Gully			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1)68,750.00</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Construction	<u>\$275,000.00</u>	
Engineering and Contingency (E&C)	<u>\$ 44,000.00</u>	
The Sum of Construction and E&C	<u>(2)\$319,000.00</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Amount of Advance Funds Paid by Local Government *		<u>\$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>\$0</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>\$0</u>
Total Project Direct Cost	<u>(1+2)\$387,750.00</u>	

*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment B. \$0

TxDOT:				NBI Structure #	20-124-0-AA02-24-001
CSJ #	0920-38-297			Federal Highway Administration:	
District #	20-BMT	AFA ID	Z00004088	CFDA No.	20.205
Code Chart 64 #	50124			CFDA Title	Highway Planning and Construction
Project Name	Mason Road at Pignut Gully			AFA Not Used For Research & Development	

ATTACHMENT D
RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT
 RESOLUTION

The State of Texas
 County of **Jefferson**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, **the County of Jefferson**, hereinafter referred to as the Local Government owns bridges located at **Mason Road at Pignut Gully**, National Bridge Inventory (NBI) Structure Number **20-124-0-AA02-24-001**, State Control-Section-Job (CSJ) Number **0920-38-297**; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number **116292** Dated **August 30, 2022**; and

WHEREAS, federally-eligible items of work for this project are approved for 100% federal and state funding through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP).

WHEREAS, the typical estimated local match fund participation requirement for federally-eligible items of work is waived in full for **CSJ 0920-38-297**.

WHEREAS, any non-eligible items of work will be paid by the Local Government; and

THEREFORE, BE IT RESOLVED that the Local Government approves the execution of an Advance Funding Agreement with the State. The **(enter signing official's title)** is authorized to execute the agreement on behalf of the Local Government.

Approved this the ___ day of _____, 20__.

ATTEST [Signature]
 DATE 5/14/2023



Approved: [Signature]
 Name JEFF R. BRANICK
 Title COUNTY JUDGE
 Date: 5/14/23



Service Agreement

<u>Account Information:</u>	
Account Name:	Jefferson County Precinct Four
Account Number:	17920

<u>Installation Property Address:</u>	
Street:	7780 Boyt Road
City:	Beaumont
State:	TX
Zip Code:	77713

The administrator or billing administrator may login to your account and setup credit card billing information for the monthly service fee. (If the desired payment method is credit card)
 Log into the Web Portal at: [Cell – Sign In](#)

<u>Account Administrator Contact:</u>	
First Name: Everette	Street: 7780 Boyt Road
Last Name: Alfred	City: Beaumont
Email: everette.alfred@jeffcotx.us	State: TX
Phone Number: 4098358443	Zip Code: 77713

<u>Billing Administrator Contact:</u>	
First Name: Kevonte	Street: 1149 Pearl Street 7th Floor
Last Name: Brazier	City: Beaumont
Email: kevonte.brazier@jeffcotx.us	State: TX
Phone Number: 409 434 5400	Zip Code: 77701

<u>Billing Details:</u>	
Total Locations: 1	Billing Start Date: First Day of The Month
Billing Cycle: Quarterly	Billing Method: Invoice

Monthly Service Fee Summary:

<u>Device #</u>	<u>Location</u>	<u>Quantity</u>	<u>Product</u>	<u>Fee</u>
74701	Main Gate	1	SF-Watchman W410 - Business, Cellular VM-2,000 transactions/ 50 calls	\$39.00
Total Monthly Service Fee:				\$39.00

***The prices above are exclusive of any taxes. No tax exemption will be recognized unless a valid resale or exemption certificate is provided.**

Cellular Controlled Products Service Agreement Including Terms & Conditions

NOTICE TO END USER: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT (THE "AGREEMENT"). USE OF THE CELLGATE SERVICE AND HARDWARE, (AS LATER DEFINED HEREIN,) CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. GOULDIN TECHNOLOGIES, LLC DBA CELLULAR CONTROLLED PRODUCTS (CCP), IS WILLING TO PROVIDE THE SERVICE TO YOU THE INDIVIDUAL, THE COMPANY OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SERVICE ("YOU" OR "YOUR") ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. THIS IS A LEGAL AND ENFORCABLE CONTRACT BETWEEN YOU AND CCP. BY OPENING OR INSTALLING THE HARDWARE OR EQUIPMENT, ACTIVATING THE SERVICE, SIGNING THIS AGREEMENT, CLICKING "I AGREE" OR "YES" AND/OR OTHERWISE INDICATING YOUR CONSENT YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT FURTHER OPEN OR INSTALL THE HARDWARE, DO NOT ACTIVATE THE SERVICE, DO NOT SIGN THIS AGREEMENT AND/ OR CLICK "CANCEL" OR "NO" OR OTHERWISE INDICATE YOUR REFUSAL AND MAKE NO FURTHER USE OF THE SERVICE. YOU AGREE AND UNDERSTAND THAT CCP MAY MODIFY THIS AGREEMENT, MAY MODIFY THE TERMS OF SERVICE, MAY RAISE OR LOWER SERVICE PRICES, AND MAY DISCONTINUE OR REVISE ANY OR ALL OTHER ASPECTS OF THE SERVICE AT ANY TIME AND YOU AGREE THAT CCP MAY DO ANY OF THE FOREGOING WITHOUT FURTHER NOTICE TO YOU, PROVIDED THAT CCP MAKES ANY MODIFIED TERMS, RULES OR PRICES AVAILABLE TO YOU VIA THE CCP AND/OR CELLGATE WEBSITE OR UPON WRITTEN REQUEST.

TERMS OF SERVICE

General Description of Services and Hardware.

The CellGate Service is a patent-pending technology comprised of two basic components: the wireless device and equipment (the "Hardware" or "Wireless Device") which connects to the gate or door controller and the CellGate software and other proprietary intellectual property, servers and wireless data transmission services which are accessed via the Internet or by telephone (collectively with the Hardware or Wireless Device, the "Service"). The Service is provided by CCP, through the facilities of a wireless service provider(s) to CCP ("Wireless Service Provider"). The "Network" is the method by which Wireless Device connects to the Service. A "Venue Host" is a third-party provider to the Service. The Service will be available throughout the United States and in the District of Columbia, except that there are certain areas within the individual states and the District of Columbia where the Service is not currently available on an ongoing basis or where service may not be available or may be interrupted for some duration at any given time. You may obtain information regarding the general availability and reception quality of the Service in a given location within the United States ("Service Ratings") through the CellGate site on the World Wide Web at the URL <http://www.Cell-Gate.com/CheckCoverage> by entering the corresponding U.S. Postal Service zip code in the space provided. You acknowledge and agree, however, that the Service Ratings are merely approximate guidelines, and shall not be considered to be a warranty or representation of CCP, the Wireless Service Provider or any other third-party as to the availability and/or reception quality of a Network connection from any given location at any given time. You agree that CCP, the Wireless Service Provider or any other third party shall not be liable to you if the actual Service in a given location is not available or is not of the same reception quality as any posted Service Rating for such location. If the Service is not available within your intended location, you agree that your sole remedy shall be to terminate this Agreement.

Grant of Intellectual Property License and Third-Party Content.

You understand and agree that, subject to the terms and conditions of this Agreement and any other agreements to which you may be bound, you have a non-exclusive, non-transferable, non-assignable individual subscription to the Service for the term of this

Agreement and only with certain limited rights to use the Hardware and access the Service which is being provided to you by CCP or by third parties. The use of any Service, the Information or any documentation whatsoever provided to you in connection with the Service is licensed, and not sold, to you for use only under the terms of the license contained herein. You understand and agree that the use of the Hardware and Service is solely for your own use and for the limited purposes described herein and will not be used for further re-distribution or for any unauthorized purpose, including, without limitation, reverse engineering of the Hardware components or any other aspect of the Service.

In addition, CCP may provide you with access to various types of information through the Service which may include, without limitation, internet web pages or links to third party internet web sites or other paper or electronic information (the "Information"). You agree to release CCP from any liability whatsoever arising from your use or reliance on the any of the Information provided to you via the Service or otherwise. CCP, its Wireless Service Provider, its Venue Hosts, or any third party content providers or other licensors reserve any rights they may have not expressly granted herein.

Interruption of Service.

In the event that the Service is interrupted or you experience some other difficulty using the Service and not otherwise caused by you, CCP shall use commercially reasonable efforts to try to correct problem as soon as reasonably possible. You acknowledge and agree that CCP is not responsible for performance degradation and delays due to conditions on the Internet, the Network, the Wireless Service Provider, the Wireless Device, other equipment or actions of the Venue Hosts or other third parties. In the event of a total outage of the Service that is not caused by you and which lasts for a period of twenty-four hours (24) hours or more, a credit allowance may be made by submitting a written request to CCP stating the date and time of the outage

and such other information as CCP may reasonably require. Such request MUST BE RECEIVED by CCP not later than three (3) business days following the last date of the outage period.

WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE OR ANY AGREEMENT WITH YOU FOR ANY GOODCAUSE, including, but not limited to: (i) if you: (a) breach this agreement; (b) pay late more than once in any 12 months; (c) provide credit information CCP is unable to verify; (d) become insolvent or go bankrupt; (e) provide any false statement to us; (f) allow anyone to tamper with your Wireless Device; or (ii) if you, or any user of the Service or the Hardware or any authorized contact on your account uses the Service in a way that adversely affects our Network or other customers. We can also temporarily limit your service for any operational or governmental reason.

Charges, Payment Methods and Billing Practices.

(a) You have likely already chosen the type and level of Service you would like to purchase from CCP. However, you may obtain current rates for all types and levels of Services via CCP's web site at URL <http://www.Cell-Gate.com> or by calling the CCP customer service department at 972-231-1999. Upon activation of your account or upon making changes to your account, you may be charged an activation fee or other fees, depending on the type or level of Service or other factors. You understand and agree that any changes to your account, including changes to your level of Service may require you to incur additional recurring charges or fees.

(b) Payment must be made by a major credit card accepted by CCP (currently, VISA, MasterCard, and American Express). Cash will not be accepted. CCP, or a third party acting on CCP's behalf, shall be authorized to prepare, process and negotiate credit card charge forms for any credit card account designated by you in and for all fees and charges (including, without limitation, all recurring and non-recurring fees and charges) payable by you under the Agreement. Each time you use the Service you agree and reaffirm that CCP is authorized to charge your designated credit card. If CCP does not receive payment from the card issuer or its agent, you agree to pay all amounts due upon demand by CCP. Your card issuer agreement governs your use of your designated card in connection with the Service, and you understand and agree that you will refer to that agreement and not this Agreement to determine your rights and liabilities as a cardholder. Further, you agree that CCP may choose to delay obtaining authorization from your card issuer for the accumulated charges. CCP may also give you the option to obtain an estimate of the then-current charges incurred by you since your last billing statement through the CellGate Site. If this option is available and accessed by you, you understand that the charges reflected may not be an accurate representation of the amount actually owed by you at that particular time.

(c) CCP will bill you on a monthly basis for the fees and charges corresponding to the type and level of Service of you have chosen. Unless payment is made by credit card pursuant to (b) above, all fees and charges shall become due and payable thirty (30) days following the date of CCP's invoice to you. In addition to any other remedies available to CCP hereunder and at law, CCP shall have the option to immediately suspend the Service in the event you fail to timely meet the payment obligations outlined above. If the Service is suspended, CCP shall have the further right to condition restoration of the Services on (i) you bringing the payable balance to current status, and/or (ii) payment of a reconnect fee. You agree to timely pay all fees and charges accruing hereunder, including, without limitation, monthly recurring fees (which are payable in advance and not contingent upon usage), onetime activation charges and applicable usage charges (which may be payable in arrears). You also agree to pay all sales, use and other such governmentally imposed or authorized taxes, fees, surcharges and/or assessments relating to this Agreement.

(d) Unless you notify CCP of any discrepancies within thirty (30) days after they first appear on your account statement, they will be deemed accepted by you for all purposes, including resolution of inquiries made by your card issuer. You release CCP from all liabilities and claim of loss resulting from any error or discrepancy that is not reported to CCP within thirty (30) days of its first appearance on an invoice or credit card statement. Any balance not paid by such due date shall bear interest from and after the invoice date at the maximum rate of interest allowed by law. Amounts due and owing to CCP shall not be subject to offset or reduction for any reason. You agree to pay CCP all reasonable attorneys' fees and costs incurred by CCP to collect any past due amounts. Your account may be deactivated without further notice if payment is thirty (30) days past due, regardless of the dollar amount. You agree to pay any outstanding balance in full within thirty (30) days of cancellation or termination of your Service account.

CCP RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS FEES AND BILLING METHODS, INCLUDING THE ADDITION OF SUPPLEMENTAL FEES OR SEPARATE CHARGES FOR ADDITIONAL SERVICES PROVIDED BY CCP, EFFECTIVE THIRTY (30) DAYS AFTER AN ONLINE POSTING ON THE CELLGATE SITE OR MAILED NOTICE. IF SELECTED BILLING CYCLE IS GREATER THAN MONTHLY (QUARTERLY, SEMI-ANNUALLY, OR ANNUALLY) YOU WILL BE NOTIFIED BY MAIL OR EMAIL AT LEAST THIRTY (30) DAYS PRIOR TO FEE CHANGES; SUCH CHANGES WILL BE EFFECTIVE FOR THE NEXT CONSECUTIVE BILLING CYCLE. CONTINUED USE OF THE SERVICE FOLLOWING THE EFFECTIVE DATE OF A CHANGE TO SUCH FEES AND BILLING METHODS SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGE. IF ANY SUCH CHANGE IS UNACCEPTABLE TO YOU, YOU MAY TERMINATE THE AGREEMENT WITHOUT ANY PENALTY IF YOU PROVIDE NOTICE TO CCP OF YOUR INTENT TO TERMINATE THE AGREEMENT WITHIN SIXTY (60) DAYS OF THE DATE OF THE POSTING.

Accounts and Passwords.

To use the Service, you must have an open, active account that corresponds to your Wireless Device. Once you subscribe to the Service, you will receive a password and an account. You agree to accept sole responsibility for maintaining the confidentiality of your password, and, furthermore, you agree to accept sole responsibility for any and all activities which might occur under your account. You agree to immediately notify CCP of any unauthorized use of your account or any other breach of security known to you. You understand that while CCP will attempt to safeguard the security of your account with various physical, electronic, and managerial procedures, we cannot ensure the security of the information transmitted to or by you. CCP urges you to take every precaution to protect your personal data by changing your passwords often, using a combination of letters and numbers, and making sure you use a secure browser, if applicable. Your registration for the Service acknowledges that this risk exists and that neither CCP, its Wireless Service Provider or its Venue Host is liable to you for any harm or damage that may occur from your use of the Service, the Network or otherwise.

Disclaimer of Liability. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE, THE WIRELESS DEVICE AND ANY OTHER EQUIPMENT IS AT YOUR SOLE RISK. THE SERVICE, THE WIRELESS DEVICE AND ANY OTHER EQUIPMENT IS PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. CCP AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CCP MAKES NO WARRANTY THAT THE SERVICE, THE WIRELESS DEVICE OR ANY OTHER EQUIPMENT WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE OR WIRELESS DEVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO CCP OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR WIRELESS DEVICE OR AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR OTHERWISE PROVIDED TO YOU BY CCP OR ITS AFFILIATES. CCP SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY YOU AND IN NO WAY WARRANTS THE CAPABILITIES OF ANY SUCH PROVIDED EQUIPMENT OR SOFTWARE USED IN CONJUNCTION WITH THE SERVICE OR THE WIRELESS DEVICE. YOU AGREE THAT CCP, ITS WIRELESS SERVICE PROVIDERS AND VENUE HOSTS AND/OR CCP'S LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PERSONAL PROPERTY, LOSSES TO REAL PROPERTY, LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE PROPERTY, AND REGARDLESS OF WHETHER CCP, ITS WIRELESS SERVICE PROVIDERS AND/OR CCP'S LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CCP SHALL NOT BE LIABLE AND YOU AGREE TO INDEMNIFY CCP FROM AND FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND RESULTING IN ANY WAY FROM UNAUTHORIZED ACCESS TO YOUR PROPERTY OR RELATED FACILITIES, IN THE USE OR THE INABILITY TO USE THE SERVICE, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER SERVICES, FACILITIES, EQUIPMENT, OR SOFTWARE, OR FOR ANY OTHER REASON WHATSOEVER AND WHETHER OR NOT PERFORMED OR PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE MAXIMUM LIABILITY OF CCP FOR DAMAGES HEREUNDER SHALL NOT EXCEED \$100.00 AND THE MAXIMUM COLLECTIVE LIABILITY OF CCP AND WIRELESS SERVICE PROVIDERS FOR ACTUAL DAMAGES DIRECTLY AND PROXIMATELY RESULTING FROM THE FAILURE, DELAY, OR NONPERFORMANCE OF THE SERVICE HEREUNDER SHALL BE LIMITED SOLELY TO THE AMOUNT PAID BY YOU TO CCP FOR THE SERVICE DURING SUCH PERIOD OF FAILURE, DELAY, OR NONPERFORMANCE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. CCP AND/OR ITS LICENSORS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SERVICE AT ANY TIME. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CCP OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Third Party Rights.

The provisions of this Agreement are for the benefit of CCP, Venue Hosts, and their respective licensors. Each of these individuals or entities shall have the right to assert and enforce this Agreement on its own behalf.

FCC Statement.

The Wireless Device has been tested and found to comply with Part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. The Wireless Device generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

Term; Termination; Effect of Termination.

This Agreement shall be effective as of the date you first open or install the hardware or equipment, activate the Service, sign this Agreement, or click "I AGREE", whichever is applicable and whichever occurs first and this Agreement shall remain in effect for 12 months. This Agreement shall not relieve you of any obligations to pay accrued charges, including any prorated charges accrued for the billing cycle in which this Agreement is terminated. The payment in advance for the next month's service level is nonrefundable. You understand and agree that termination of this Agreement shall allow CCP to impose upon you a fifty dollar (\$50.00) deactivation fee, in addition to any and all other charges remaining on the term of this agreement. You will be charged for any additional charges beyond the monthly rates and applicable usage surcharges that have accumulated through the date of termination of your account, and will be billed for such additional amounts on the account's monthly anniversary date. Exception to termination fees: in the event of property ownership change, 30 days advanced written Notice required.

General.

Entire Agreement. This Agreement is intended as the complete, final and exclusive statement of the terms of the agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, relating to the subject matter hereof.

Force Majeure. Except with respect to your payment obligations under this Agreement, neither party shall be liable to the other party for any alleged losses or damages resulting from delays in performance or breach of this Agreement caused by acts of the other party, acts of civil or military authority, governmental priorities, earthquake, fire, flood, epidemic, quarantine, energy crisis, strike, labor trouble, war, riot, accident, shortage, delay in transportation, or any other causes beyond the reasonable control of the party whose performance is so delayed.

Notices. You may send notices to CCP by postal mail or by express delivery only, addressed to Cellular Controlled Products at 3220 Keller Springs Rd #106, Carrollton, TX 75006, Attention: Cellular Controlled Products Customer Care or at such other address as CCP may provide. CCP may send notices to you electronically by facsimile, e-mail,

or by postal mail, addressed to you at your last known address or number. All notices shall be deemed to have been given and received on the earlier of actual delivery or three (3) days from the date of postmark.

Waiver. A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity.

Severability. In the event any provisions of this Agreement are found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired thereby.


Assignment. CCP, in its sole discretion, shall be free to assign this Agreement without prior notice to you. Assignment of this Agreement by you shall be prohibited without the express written consent of CCP. Any attempted assignment in violation of this provision shall be null and void.


Governing Law. THE VALIDITY, PERFORMANCE, CONSTRUCTION, AND INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

Arbitration. All disputes, claims, and controversies between the parties arising out of or related to this Agreement or the breach thereof (except for non-payment or late payment; and breach of any obligation of confidentiality or infringement of any intellectual property right for which an injunction may be sought) shall be settled by arbitration.

The arbitration shall be conducted by one arbitrator under the then current Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall be prohibited from awarding damages or remedies in excess of those allowed by the provisions of this Agreement. The decision and award of the arbitrator shall be final and binding and judgment on the award so rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in Dallas County, Dallas, Texas, and the award shall be deemed to be made in the State of Texas.

Survival. The Preamble of this Agreement and the following sections shall survive the expiration or termination of this Agreement ("Interruptions of Service"), ("Charges, Payment Methods and Billing Practices"), ("Disclaimer of Liability"), ("Limitation of Liability and Indemnification"), and ("General").

Date/Time Of Agreement:	05/04/2023
Signature:	

ATTEST 
DATE 5/10/2023



CERTIFICATION OF OWNERSHIP

THE STATE OF TEXAS
COUNTY OF JEFFERSON
KNOW ALL MEN BY THESE PRESENTS, That I, Justin Lewis, Owner of 7.014 acres of land out of the Sophia Dean Survey, Abstract No. 16, Jefferson County, Texas as conveyed to me by deed dated January 12, 2023, and recorded in County Clerk's File No. 2023000932, Jefferson County Official Public Records of Real Property, DO HEREBY SUBDIVIDE 7.014 acres of land out of the Sophia Dean Survey, Abstract No. 16, in accordance to be known as the Nashland Estates, 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.

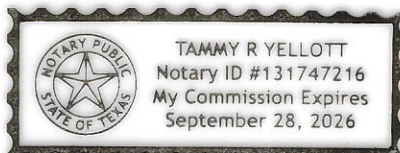
WITNESS MY HAND, this 4th day of May, A.D. 2023.

By: Justin Lewis (Owner)

THE STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Justin Lewis, 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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
This 4th day of May, 2023



State of Texas
County of Jefferson

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

State of Texas
County of Jefferson

I, Michelle Fatgout, Jefferson County Engineer, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of this office as adopted by the Commissioner's Court of Jefferson County, Texas.

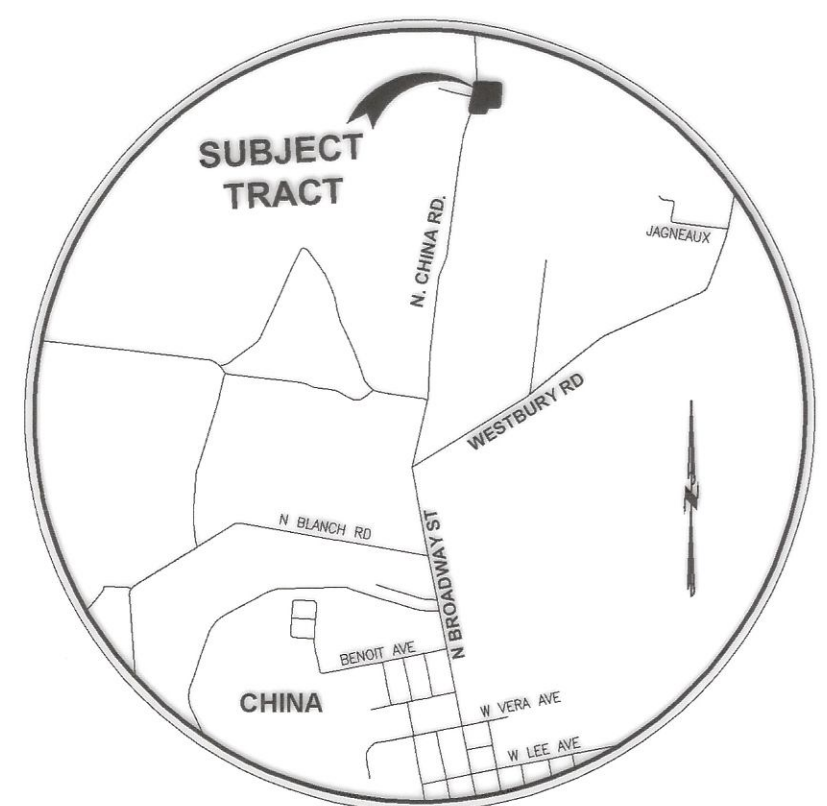
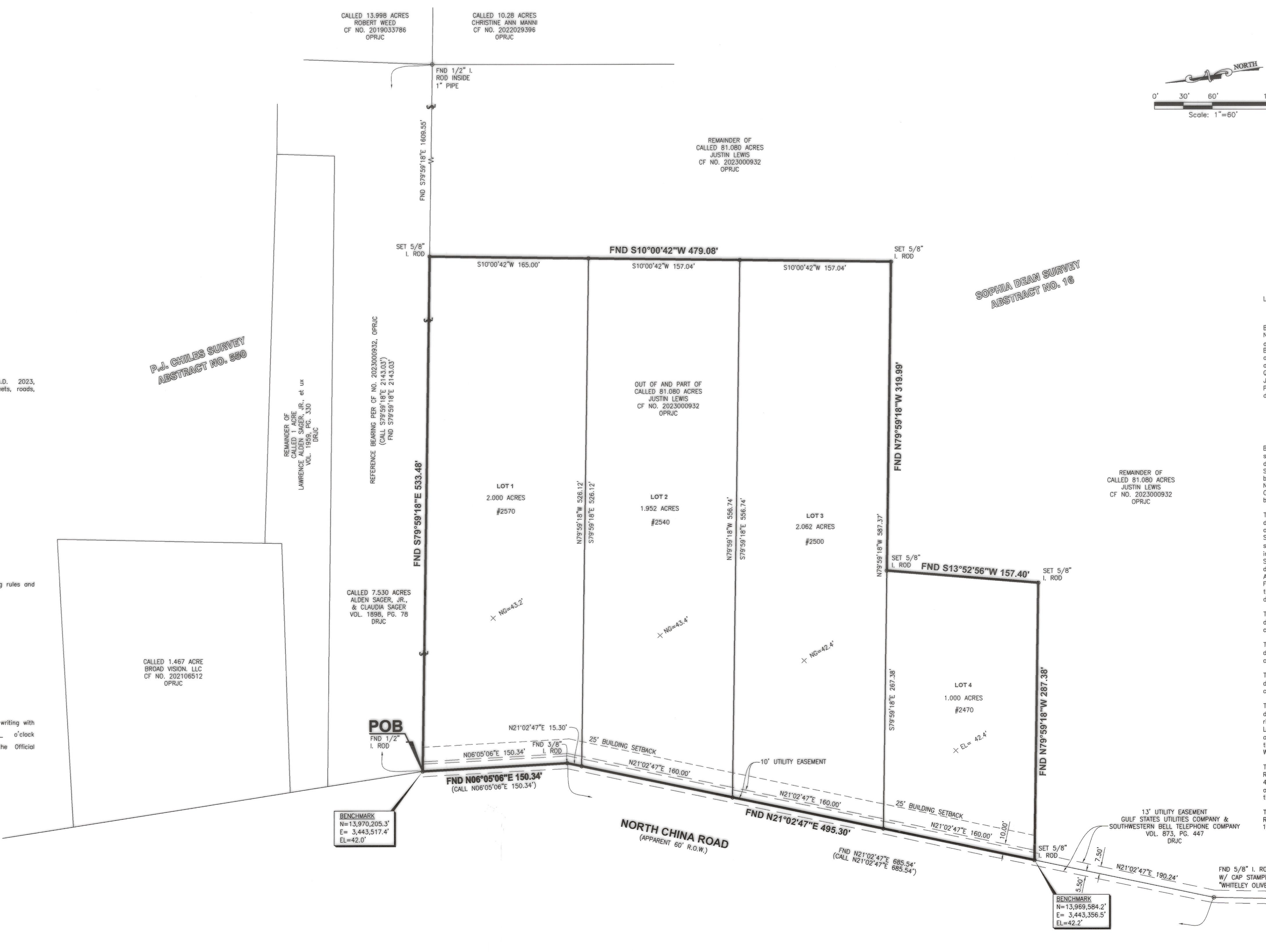
County Engineer

State of Texas
County of Jefferson

I, Roxanne Acosta-Hellberg, County Clerk of Jefferson County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the day of 2023, at o'clock m., and duly recorded on the day of 2023, at o'clock m., in the Official Public Records of Jefferson County, Texas, in Clerk's File No.

County Clerk, Jefferson County, Texas

Deputy County Clerk, Jefferson County, Texas



Legal Description: 7.014 Acre Tract or Parcel of Land
Sophia Dean Survey, Abstract No. 16
Jefferson County, Texas

BEING a 7.014 acre tract or parcel of land situated in the Sophia Dean Survey, Abstract No. 16, Jefferson County, Texas, and being out of and a part of that certain called 47 acre tract of land, identified as 1st Tract, as described in "Deed" from W.D. McQueen to B.E. Quinn as recorded in Volume 164, Page 36, Deed Records, Jefferson County, Texas, and furthermore, being out of and a part of that certain called 81.080 acre tract of land as described in a "Warranty Deed with Vendor's Lien with Mineral Reservations" from B.E. Quinn III, Pamela Raines Quinn, Patrick J. Quinn, Richard H. Quinn, and Robert G. Quinn to Justin Lewis as recorded in Clerk's File No. 2023000932, Official Public Records of Real Property, Jefferson County, Texas, said 7.014 acre tract of land being more particularly described as follows:

NOTE: All bearings are based on the North line of the said 81.080 acre Lewis tract being described as SOUTH 79°59'18\"/>

BEGINNING at a 1/2\"/>

THENCE SOUTH 79°59'18\"/>

THENCE SOUTH 10°00'42\"/>

THENCE NORTH 79°59'18\"/>

THENCE SOUTH 13°52'56\"/>

THENCE NORTH 79°59'18\"/>

THENCE NORTH 21°02'47\"/>

THENCE NORTH 06°05'06\"/>

- NOTES
1. PLAT IS DRAWN FOR PROPERTY CONVEYANCE ONLY. IMPROVEMENTS VISIBLE OR OTHERWISE, ARE NOT SHOWN ON THIS PLAT.
2. COORDINATES SHOWN ARE REFERENCED TO TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.
3. ALL ELEVATIONS ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83) DATUM, AND ARE BASED ON MONUMENT PID: THM017, HAVING AN ELEVATION OF 29.20' AS REFERENCED TO GEOID18.
4. ALL SET 5/8\"/>

RECORDED: ON THIS DAY OF A.D. 2023.
AT M. JEFFERSON COUNTY, TEXAS

DEPUTY
COUNTY CLERK - ROXANNE ACOSTA-HELLBERG

CLERK'S FILE NO:
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, JEFFERSON COUNTY, TEXAS

DEDICATION: FILE NO.
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, JEFFERSON COUNTY, TEXAS

DECLARATION & RESTRICTIONS: FILE NO.
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, JEFFERSON COUNTY, TEXAS

ON SITE SEWAGE FACILITY (OSSF)

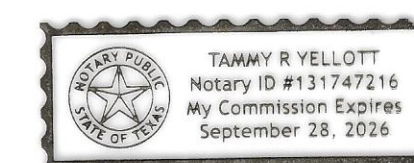
Table with 5 columns: TYPE OF FACILITY, USAGE RATE - GALLONS PER DAY (Without water saving devices), Required Clear Area for OSSF (In Square Feet), Usage Rate - Gallons per Day (With water saving devices), Required Clear Area for OSSF (In Square Feet). Rows include Single Family (1-2 Bedrooms), Single Family (3 Bedrooms), Single Family (4 Bedrooms), Single Family (5 Bedrooms), and Single Family (6 Bedrooms).

KNOW ALL MEN BY THESE PRESENTS:
THAT I, MICHAEL L. CHOATE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.



THE STATE OF TEXAS
COUNTY OF JEFFERSON
SUBSCRIBED AND SWORN TO BEFORE ME BY MICHAEL L. CHOATE AND GIVEN UNDER MY AND SEAL OF OFFICE THIS 3rd DAY OF May, 2023.

Notary Public, State of Texas



7.014 ACRES 4 LOTS

MINOR PLAT OF NASHLAND ESTATES
A SUBDIVISION OUT OF AND PART OF SOPHIA DEAN SURVEY, ABSTRACT NO. 16 JEFFERSON COUNTY, TEXAS

PREPARED BY: WHITELEY INFRASTRUCTURE GROUP
Texas Engineering Firm No. F-2633
Texas Surveying Firm No. 10167000
Louisiana Surveying Firm No. VF0000874
655 Langham Road, #14, Beaumont, Texas 77707
409-892-0421 | www.whiteleyinfra.com