

Notice of Meeting and Agenda
August 22, 2023

Special, 8/22/2023 10:30:00 AM

BE IT REMEMBERED that on August 22, 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 (ABSENT)

Absent

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 (ABSENT)

Chief John Shauberger and Chief Dante Miller

Honorable Roxanne Acosta-Hellberg, County Clerk (ABSENT)

Laurie Leister, Chief Deputy County Clerk

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

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
August 22, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **22nd** day of **August 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:

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

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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: Cary Erickson, Commissioner, Precinct Two

PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three

*Notice of Meeting and Agenda
August 22, 2023*

PURCHASING:

- (a). Consider and approve specifications for Invitation for Bid (IFB 23-051/MR) Term Contract for Indigent Burial Plots for Jefferson County.

SEE ATTACHMENTS ON PAGES 11 - 68

Motion by: Sinegal

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). Consider and approve, execute, receive and file renewal for (IFB 19-038/YS) Term Contract for Paper Stock and Envelopes for Jefferson County for a fourth and final one (1) year renewal with Western BRW Paper Co.-Bosworth Papers and Lindenmeyr Munroe from September 5, 2023 to September 4, 2024 with price increases due to manufacturer market price increases as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 69 - 75

Motion by: Sinegal

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (c). Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152(a)(1) by Horn's Auction, Inc. The auction is scheduled for Saturday, September 2, 2023 at 9:00 am.

SEE ATTACHMENTS ON PAGES 76 - 77

Motion by: Sinegal

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve budget transfer– County Clerk – replacement of laptop.

SEE ATTACHMENTS ON PAGES 78 - 78

120-1014-414-6002	COMPUTER EQUIPMENT	\$1,607.00	
120-1014-414-3024	DUPLICATING SUPPLIES		\$1,607.00

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

- (b). Consider and approve budget amendment – 279th District Court – additional cost for indigent defense.

SEE ATTACHMENTS ON PAGES 79 - 79

120-2038-412-5079	JUVENILE ATTORNEY FEES	\$50,000.00	
120-2055-412-5077	CONTRACTUAL SERVICE		\$25,000.00
110-2027-412-5055	PETIT JURORS		\$25,000.00

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

- (c). Consider and approve budget transfer– County Court @ Law II – additional cost for indigent defense.

SEE ATTACHMENTS ON PAGES 80 - 80

120-2052-412-5072	PAUPER ATTORNEY FEES	\$30,000.00	
120-2052-412-1007	COURT REPORTER		\$30,000.00

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

- (d). Consider and approve budget amendment– Service Center – additional cost for fuel.

SEE ATTACHMENTS ON PAGES 81 - 81

120-8095-417-3037	GASOLINE	\$50,000.00	
120-6083-416-1036	PAINTERS		\$50,000.00

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

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- (e).Receive and file subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with The Meeker Municipal Water District for Priority 2 Project funded at 75%.

SEE ATTACHMENTS ON PAGES 82 - 91

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

- (f).Receive and file Financial & Operating Statements – County Funds Only for the Month Ending July 31, 2023.

SEE ATTACHMENTS ON PAGES 92 - 106

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

- (g).Consider and approve electronic disbursement for \$592,870.37 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

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

- (h).Consider and approve budget transfer– Road & Bridge Pct. 1 – purchase of sign/trailer..

SEE ATTACHMENTS ON PAGES 107 - 108

111-0109-431-6042	TRUCKS & TRAILERS	\$20,000.00	
111-0102-431-3001	ASPHALT		\$20,000.00

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

- (i).Consider and approve budget transfer– Road & Bridge Pct. 1 – additional cost for repairs..

SEE ATTACHMENTS ON PAGES 109 - 110

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111-0105-431-4018	ROAD MACHINERY	\$40,000.00	
111-0105-431-4008	AUTOMOBILES AND TRUCKS	\$40,000.00	
111-0102-431-3001	ASPHALT		\$80,000.00

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

(j).Regular County Bills – check #509147 through check #509394.

SEE ATTACHMENTS ON PAGES 111 - 119

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

COUNTY COMMISSIONERS:

(a).Consider, possibly approve and authorize the County Judge to execute an Inter-governmental Agreement between the Jefferson County Sheriff's Office and the Federal Bureau of Prisons Correctional Complex, Beaumont, Texas for mutual assistance during an emergency pursuant to 18 USC Sec 401 (b)(2) and 4042 (a)(2 and 3).

SEE ATTACHMENTS ON PAGES 120 - 128

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

(b).Consider, and possibly approve a resolution Transferring Sewer Improvements and Assets Installed by Jefferson County Community Development Contract 7218240 to the West Jefferson County Municipal Water District.

SEE ATTACHMENTS ON PAGES 129 - 130

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

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- (c). Consider, and possibly approve a resolution Transferring Sewer Improvements and Assets Installed by Jefferson County Community Development Contract 7218240 to Trinity Bay Conservation District.

SEE ATTACHMENTS ON PAGES 131 - 132

Motion by: Sinegal

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (d). Consider, possibly approve and authorize the County Judge to execute a Memorandum of Agreement between Jefferson County, as a coapplicant, and the Sabine Pass Port Authority regarding the grant application to be filed by the Sabine Pass Port Authority for the proposed study regarding the feasibility of reconstructing Hwy 87 from Sabine Pass to High Island.

SEE ATTACHMENTS ON PAGES 133 - 134

Motion by: Sinegal

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (e). Consider, possibly approve, receive and file a Resolution Authorizing the Grant Application for FY 2024 to authorize participation in the TDA's Hog Out County Grants Program.

SEE ATTACHMENTS ON PAGES 135 - 144

Motion by: Sinegal

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

ENGINEERING DEPARTMENT:

- (a). Consider and possibly approve a Minor Plat of Phillip Estates No.1, a Subdivision out of and a part of J.E. Broussard Survey, Section No. 146, Abstract No. 480, Jefferson County, Texas. Property is located off of Big Hill Road in Precinct #3. This plat is not within any ETJ and has met all of the Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 145 - 145

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Motion by: Sinegal
Second by: Alfred
In Favor: Branick, 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

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Special, August 22, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, August 22, 2023.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
 FAX: (409) 835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

August 22, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 23-051/MR) Term Contract for Indigent Burial Plots for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Indigent Burial Plots for Jefferson County
BID NUMBER: IFB 23-051/MR
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, September 27, 2023
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:
Beaumont Enterprise:
 August 23, 2023 & August 30, 2023

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BID SUBMISSIONS:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet in its entirety.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.

1.1 BIDS.

All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.

The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered

non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to

perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost

will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral

statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during

non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be

posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection

with the submitted offer.

- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

“County” – Jefferson County, Texas.

“Contractor” – The Bidder whose proposal is accepted by Jefferson County.

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE) , Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of August 31, 2022.**

THRESHOLD	PROVISION	CITATION
<p>>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>>\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

	<p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.</p> <p>(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in</p>	
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	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>>\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3 , “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704 , as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671g .) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

	<p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
<p>None</p>	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered 	<p>2 CFR 200.216</p>

	<p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
<p>None</p>	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200.322(a)(b)(1) (2)</p>
<p>None</p>	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	<p>2 CFR 200.112</p>

None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p>	2 CFR 200.334

	<p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p>	Texas Government Code 2271.002

	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
- 2) 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

<p>REQUIRED FORM</p>

<p><u>Bidder</u>: Please complete this form and include with bid submission.</p>

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date
REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet, **in its entirety**.

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

BID PACKAGING: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, September 27, 2023.

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: deb.clark@jeffcotx.us. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, September 15, 2023.

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 **hard copy** (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department **with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A sample of a completed FORM 1295 is included on **PAGE 30**.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

Question: Will the date of birth and address provided appear on the TEC’s website when the form is filed?

Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X
5 Check only if there is NO Interested Party.		CHECK BELOW IF APPLICABLE <input type="checkbox"/>	
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.			
My name is _____, and my date of birth is _____.			
My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20____.			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017
NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:

Jefferson County Auditing Department
 Attention: Accounts Payable
 1149 Pearl Street, 7th floor
 Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above.**

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.
PLEASE PRINT.

Bid Number & Name: (IFB 23-051/MR) Term Contract for Indigent Burial Plots for Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

If Applicable: HUB Vendor No. _____ DBE Vendor No. _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

Mailing Address (Please provide a physical address for bid bond return, if applicable):

Address

City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us. Please reference Bid Number: IFB 23-051/MR.

SCOPE OF PROJECT:

Jefferson County seeks to purchase approximately 50 Burial Plots with an option to purchase an additional 450 plots (at the rate of 100 plots per year) for the purpose of burial of the indigent. Contractor shall also provide Opening and Closing of Grave, Grave Liner, Tent and Chairs, and Marker. Jefferson County will purchase services on an as needed basis.

Jefferson County expects to conduct approximately 110 burials of infants, children and adults per year. Approximately 8 of these will be oversized burials. Burials of infants and cremains should be three (3) per plot by dividing the space into thirds. Jefferson County requests cremains are not buried until there are three (3) sets to be buried. The successful contractor will provide simple, yet dignified, burials on a unit price basis, Burials shall include opening and closing of the grave, grave liner, tent and chairs and marker.

Contractor will be licensed by the state of Texas Funeral Service Commission to perform all aspects of this contract. Bidders will provide a copy of the Texas Funeral Service Commission license with their bid. Contractors who have this licensed suspended, repealed, or in any way restricted from performing services may not be paid for services rendered while this suspension, repeal or restriction is in effect. If the contractor has its license suspended, repealed or restricted in any way during the term of this contract, the contract may be terminated. The Cemetery shall have a Perpetual Care Certificate from The Banking Commissioner of Texas. Contractor must have a rating of 3 or better from the State of Texas Department of Banking. This is to ensure perpetual care for the cemetery.

Contractor may subcontract any part of these contracted services. However, the contractor shall be the party liable to Jefferson County for strict compliance with all contract specifications.

If it has been determined that the deceased had insufficient resources to be interred with private funds, Jefferson County will pay the rates described in the Pricing/Delivery Information Sheet. If it is determined that the deceased has private resources available, the contractor will aggressively pursue such resources toward paying for arrangements. Private resources include, but are not limited to, bank accounts, real property, personal property, insurance, and personal effects.

Jefferson County reserves the right to set the date, time, and location of the interment. Burials generally occur between 10:00 a.m. and 4:00 p.m., Monday through Friday, excluding weekends and holidays. All burials shall be carried out with the utmost dignity, decorum, and solemnity. Any exhumation shall not be the responsibility of Jefferson County, and will be undertaken at the expense of the party requesting such exhumation.

In the event Jefferson County requests a burial, a Jefferson County representative may be present. Jefferson County may inspect the procedures of the contractor from the time the contractor claims the body until the grave is covered. The contractor should provide access for media and/or public scrutiny

at any time, and promptly notify Jefferson County as soon as the possibility of such media or public inquiry is made known to the contractor.

Contractor shall furnish Jefferson County an itemized invoice for services performed, stating that these specifications have been strictly adhered to, and that the contractor has not received, and will not receive, any money or other type of compensation from any party for the services for which Jefferson County is paying.

Burials may include, but are not limited to opening and closing of the burial plot, grave liner, tent & chairs, and a marker. Pricing for burials will be indicated as Items 1 through 7 on the Pricing Delivery Information Sheet.

Opening and closing of a gravesite includes providing a backhoe to dig a gravesite, place of a grave liner into a gravesite and then replacing the dirt to fill the gravesite. The grave shall be properly covered with contractor-provided earth consistent with surrounding area. The contractor is responsible for filling the gravesite as it settles for a period of up to six months after each interment until the grave is level and prepared for a gravestone. The top of the casket shall be no less than twenty-four (24) inches below the natural surface of the ground. Pricing for opening and closing of gravesites will be indicated on the bid form.

TERM:

The effective date of contract will be upon execution by Commissioner's Court. The contract will be for a 5 year term. Modification of contract price shall be allowed only on the anniversary date of the contract. Written request for price revisions shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components involved in the contract. Price increases shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name & Title

Phone Fax

E-mail

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Indigent Burial Plots for Jefferson County for a period of five (5) years beginning on execution by Commissioners' Court.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 23-051/MR, Term Contract for Indigent Burial Plots for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

BID FORM

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

Item	Description	UOM	Unit Price
1	Burial Plot (Initial Purchase of 50 Plots)	ea	\$
2	Oversized Burial Plot	ea	\$
3	Opening and Closing of Plot to include Tent & Chairs	ea	\$
4	Grave Liner	ea	\$
5	Oversized Grave Liner	ea	\$
6	Plastic Urn Vault	ea	\$
7	Marker for Grave	ea	\$

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?Yes No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

2. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official *(Please Print)*

Date

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		OFFICE USE ONLY
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<p>Date Received</p>
1	<p>Name of vendor who has a business relationship with local governmental entity.</p>	
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
3	<p>Name of local government officer about whom the information in this section is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
4	<p align="center">_____</p> <p align="center">Signature of vendor doing business with the governmental entity</p> <p align="center">_____</p> <p align="center">Date</p>	

Adopted 8/7/2015

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received _____
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p align="right">_____</p> <p align="right">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . . ?

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

**If “No” was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.**

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.
Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM
**Bidder: Please complete this form
and include with bid submission.**

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of (company or business name) _____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

- 1. **“Boycott Israel”** means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
- 2. **“Company”** means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

**THIS FORM IS FOR
OFFICE USE ONLY**

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20__.

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

Notary Public in and for
the State of _____

CONTRACT RENEWAL FOR IFB 19-038/YS TERM CONTRACT FOR PAPER STOCK AND ENVELOPES FOR JEFFERSON COUNTY

The County entered into a contract with Western-BRW Paper Co.-Bosworth Papers for one (1) year, from September 9, 2019 to September 8, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from September 5, 2023 to September 4, 2024.

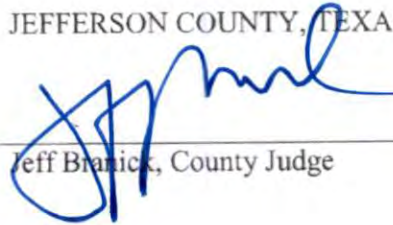
ATTEST:



Roxanne Acosta Hellberg, County Clerk

LARIELAISTER - Chief Deputy
County Clerk

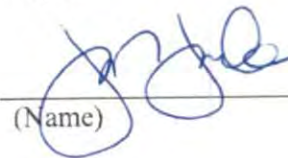
JEFFERSON COUNTY, TEXAS



Jeff Branic, County Judge

CONTRACTOR:

Western-BRW Paper Co.-Bosworth
Papers



(Name)



CONTRACT RENEWAL FOR IFB 19-038/YS TERM CONTRACT FOR PAPER STOCK AND ENVELOPES FOR JEFFERSON COUNTY

The County entered into a contract with Lindenmeyr Munroe for one (1) year, from September 9, 2019 to September 8, 2020, with an option to renew the contract for up to a five (5) year period.

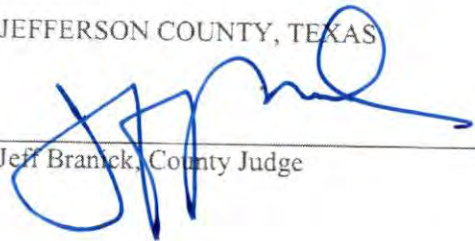
Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from September 5, 2023 to September 4, 2024.

ATTEST



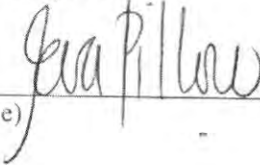
Roxanne Acosta Hellberg, County Clerk
LAURIE LEISTER, Chief Deputy
County Clerk

JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge

CONTRACTOR:
Lindenmeyr Munroe



(Name)





Mark Greenberg
President, Envelope Group

200 First Stamford Pl, 2nd Fl
Stamford, CT 06902
c: 914.329.4044

August 5th, 2022

Dear Valued Customer,

Regrettably we have not yet seen any abatement in rising prices in the marketplace affecting the envelope industry. Strong inflationary pressures continue with intensity causing a relentless rise in prices for raw materials, including envelope grade papers.

All major mills have announced a market price increase for August 1st. This, in addition to other increases for window film, adhesives, ink and packaging in this same time period, have necessitated us to pass on a 10% price increase for shipments after September 4nd, 2022.

Please know that we value your business and we truly regret that the market conditions have precipitated the need for this price change. Thank you for your long-standing commitment to our business and your understanding of the consequences of these unprecedented market dynamics.

Sincerely,

Mark Greenberg



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, County Purchasing Agent

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

IFB 19-038/YS

Term Contract for Paper Stock and Envelopes for Jefferson County

Awarded: September 9, 2019

CURRENT PRICING

Renewal 1: 9/8/2020 – 9/7/2021

Renewal 2: 9/7/2021 – 9/6/2022

Renewal 3: 9/6/2022 – 9/5/2023

updated 8/16/2022

I. Paper Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
1	20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4	Mondi Maestro Special	\$7.64 \$9.752	5000	\$38.20 \$48.76	Western BRW Paper - Bosworth Paper
2	20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4	Domtar Lettermark 92	\$8.486 \$9.864	5000	\$42.43 \$49.32	Western BRW Paper – Bosworth Paper
3	20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4	Domtar Lettermark 92	\$10.794 \$12.492	5000	\$53.97 \$62.46	Western BRW Paper - Bosworth Paper
4	20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4	Domtar Lettermark 92	\$16.36 \$19.344	2500	\$40.90 \$48.36	Western BRW Paper - Bosworth Paper
5	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: premium #4	Domtar Earth Choice Colors	\$10.86 \$12.258	5000	\$54.29 \$61.29	Western BRW Paper - Bosworth Paper
6	20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4	Domtar Earth Choice Colors	\$14.77 \$16.79	5000	\$73.85 \$83.95	Western BRW Paper - Bosworth Paper
7	20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11	Domtar Earth Choice Colors	\$10.86 \$12.258	5000	\$54.29 \$61.29	Western BRW Paper - Bosworth Paper
8	20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14	Domtar Earth Choice Colors	\$14.77 \$16.790	5000	\$73.85 \$83.95	Western BRW Paper - Bosworth Paper
9	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1	Nenah Atlas Bond	\$29.974 \$38.786	5000	\$149.87 \$193.93	Western BRW Paper - Bosworth Paper
10	20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1	No Bid	No Bid	No Bid	No Bid	No Bid

II. Card Stock

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
11	67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Domtar Earthchoice VB	\$20.88 \$23.95	2000	\$41.76 \$47.90	Western BRW Paper - Bosworth Paper
12	67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4	Domtar Earth Choice Vellum Bristol	\$21.78 \$24.87	2000	\$43.56 \$49.74	Western BRW Paper - Bosworth Paper
13	20 lb. #1 White Sulfit, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark	No Bid	No Bid	No Bid	No Bid	Western BRW Paper - Bosworth Paper
14	Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia)	Neenah Astrobrights	\$17.208 \$23.398	5000	\$86.04 \$116.99	Western BRW Paper - Bosworth Paper
15	#80 8½x11 Classic Crest Avon Brilliant White	Neenah Classic Crest Cover	\$96.525 \$102.31	2000	\$193.05 \$204.62	Western BRW Paper - Bosworth Paper
16	#80 8½x11 Classic Crest Avon Ivory	Neenah Classic Crest Cover	\$96.525 \$102.31	2000	\$193.05 \$204.62	Western BRW Paper - Bosworth Paper
17	Olmsted-Kirk 80 lb, Starwhite Smooth Text Archiva, 8½x11 Discontinued	Neenah	\$50.40	2000	\$100.80	Lindenmeyr-Munroe

III. Envelopes

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
18	24 lb. catalog envelopes 10"x13" white woven	Cenveo	\$70.54 \$106.46	500	\$35.27 \$53.23	Western BRW Paper - Bosworth Paper
19	28 lb. white catalog envelopes 9"x12"	Cenveo	\$66.76 \$106.26	500	\$33.38 \$53.13	Western BRW Paper - Bosworth Paper
20	15"x10" brown kraft gummed flap document env. 32# (Discontinued)	Cenveo	\$99.00	500	\$49.50	Lindenmeyr-Munroe
21	#9 window envelopes – 24 lb. white wove	Cenveo	\$19.50 \$37.15 \$40.18	2500	\$48.75 \$92.88 \$100.45	Lindenmeyr-Munroe
22	#9 regular envelopes – 24 lb. white wove	Cenveo	\$17.26 \$32.40 \$34.99	2500	\$43.15 \$81.00 \$87.48	Lindenmeyr-Munroe
23	#10 window env. – 24 lb. white wove (hard boxes)	Cenveo	\$19.50 \$37.15 \$40.18	2500	\$48.75 \$92.88 \$100.45	Lindenmeyr-Munroe
24	#10 regular env. – 24 lb. white wove (hard boxes)	Cenveo	\$17.26 \$32.40 \$34.99	2500	\$43.15 \$81.00 \$87.48	Lindenmeyr-Munroe
25	#11 window envelopes – 28 lb. white wove	Cenveo	\$43.95 \$68.732	2500	\$109.88 \$171.83	Western BRW Paper - Bosworth Paper

III. Envelopes (continued)

26	#11 regular envelopes – 28–24-lb. white wove	Cenveo	\$34.20 \$70.88 \$76.58	2500	\$85.50 \$177.20 \$191.45	Lindenmeyr- Munroe
27	#12 window envelopes – 24 lb. white wove Discontinued	Cenveo	\$49.10	2500	\$122.75	Lindenmeyr- Munroe
28	#12 regular envelopes – 24 lb. white wove	Cenveo	\$52.75 \$96.00	2500	\$131.88 \$240.00	Western BRW Paper – Bosworth Paper
29	#10 brown kraft envelopes – 28 lb. Discontinued	Cenveo	\$26.10	2500	\$65.25	Lindenmeyr- Munroe
30	#12 brown kraft envelopes – 28 lb.	Cenveo	\$50.85 \$122.34 \$132.13	2500	\$127.12 \$305.85 \$330.33	Lindenmeyr- Munroe
31	#14 brown kraft envelopes – 28 lb.	No Bid	No Bid	No Bid	No Bid	No Bid
32	Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow)	Cenveo	\$23.26 \$53.01 \$57.31	2500	\$58.15 \$132.53 \$143.28	Lindenmeyr- Munroe

IV. No Carbon Required Paper

Item	Description	Manufacturer & Brand	Unit Price Per M	Sheets per case	Unit Price Per Case	Vendor
33	8½x11 2-part black image carbonless reverse collated	Neekoosa Carbonless	\$21.47 \$23.248	5000	\$107.35 \$116.24	Western BRW Paper - Bosworth Paper
34	8½x11 Mead 3-part black image carbonless reverse collated	Neekoosa Carbonless	\$24.18 \$26.18	5000	\$120.88 \$130.90	Western BRW Paper - Bosworth Paper
35	8½x11 Mead 4-part black image carbonless reverse collated	Neekoosa Carbonless	\$25.84 \$27.984	5000	\$129.20 \$139.92	Western BRW Paper - Bosworth Paper
36	8½x11 Mead 5-part black image carbonless reverse collated	Neekoosa Carbonless	\$24.89 \$26.384	5000	\$124.46 \$131.92	Western BRW Paper - Bosworth Paper
37	8½x14 Mead 2-part black image carbonless reverse collated	Neekoosa Carbonless	\$26.96 \$28.574	5000	\$134.78 \$142.87	Western BRW Paper - Bosworth Paper
38	8½x14 Mead 3-part black image carbonless reverse collated	Neekoosa Carbonless	\$30.35 \$32.17	5000	\$151.74 \$160.85	Western BRW Paper - Bosworth Paper
39	8½x14 Mead 4-part black image carbonless reverse collated	Neekoosa Carbonless	\$32.45 \$34.396	5000	\$162.25 \$171.98	Western BRW Paper - Bosworth Paper
40	8½x14 Mead 5-part black image carbonless reverse collated	Neekoosa Carbonless	\$34.37 \$36.432	5000	\$171.85 \$182.16	Western BRW Paper - Bosworth Paper
41	8½x11 Astro Bright Text, 60T	Neenah Astrobrights	\$17.208 \$23.398	5000	\$86.04 \$116.99	Western BRW Paper - Bosworth Paper

42	8½x11 Astro Bright Cover, 65C	Neenah Astrobrights	\$34.10 \$50.665	2000	\$68.20 \$101.33	Western BRW Paper - Bosworth Paper
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Lindenmeyr-Munroe
1601 Valley View Lane
Dallas TX 75234
attn: Rich Wales
rwales@lindenmeyr.com
ph: 214-637-7146
fx: 214-637-2131

Western-BRW Paper Co. - Bosworth Papers
10425 Okanella #600
Houston TX 77041
attn: Joseph T. Jordan
jtjordan@ovol.us
ph: 713-460-5060
fx: 713-460-2037



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in black ink, appearing to be "DC", is written over the name "Deborah Clark" in the "From:" field.

Date: August 22, 2023

Re: Surplus Property Auction

Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is scheduled for Saturday, September 2, 2023 at 9:00 A.M.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
HORN AUCTION
September 2, 2023

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
MAINTENANCE - BMT.	2005 CHEVROLET SILVERADO PICKUP TRUCK	VIN 1GCEC19T15Z269269	29228
SERVICE CENTER	2006 CHEVROLET SILVERADO PICKUP TRUCK	VIN 1GCEK19T26Z137500	29920
<i>contact person: Joe Zurita</i>			



ATTEST *[Signature]* - chief Deputy
County Clerk

DATE 8-22-23

Approved by Commissioners' Court: *[Signature]*



JEFFERSON COUNTY CLERK'S OFFICE
Roxanne Acosta-Hellberg, County Clerk

Laurie Leister, Chief Deputy • Haylee Fournier, Office Administrator

1085 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8475

<https://co.jefferson.tx.us/cclerk/>

MEMORANDUM

TO: County Commissioners
FROM: Roxanne Acosta-Hellberg, County Clerk
DATE: August 11, 2023
RE: Purchase of laptop

Please make a budget transfer from Materials and Supplies/Duplicating Supplies - 120-1014-414.30-24 to the 120-1014-414.60-02 for \$1,606.79 for the County Clerk's laptop.

This is an updated laptop that will have Windows 10, Odyssey, and the County Portal for preparing minutes and posting them to the county website.

Thank you for your consideration,

Roxanne Acosta-Hellberg
Jefferson County Clerk

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: PATRICK SWAIN
SUBJECT: BUDGET TRANSFER
DATE: AUGUST 14, 2023

The following budget amendment for the 279th District Court is necessary for additional for indigent defense.

120-2038-412-5079	Juvenile Attorney Fees	\$50,000
120-2055-412-5077	Contractual Services	\$25,000
110-2027-412-5055	Petit Jurors	\$25,000

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: PATRICK SWAIN
SUBJECT: BUDGET TRANSFER
DATE: AUGUST 2, 2023

The following budget transfer for the County Court at Law II is necessary for indigent defense.

120-2052-412-5072	Pauper Attorney Fees	\$30,000
120-2052-412-1007	Court Reporter	\$30,000

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: PATRICK SWAIN
SUBJECT: BUDGET AMENDMENT
DATE: AUGUST 14, 2023

The following budget amendment for the Service Center is necessary for additional cost for fuel.

120-8095-417-3037	Gasoline	\$50,000	
120-6083-416-1036	Painters		\$50,000

**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, representing 75% of the Exhibit A project cost (the "Award"), in the amount of \$ 262,713.00, subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds. The remaining 25% of the project cost will be paid by the Subrecipient.

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.

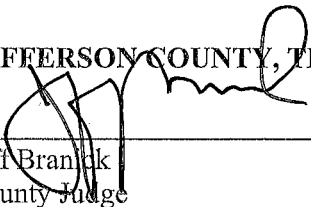
20. HEADINGS

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.

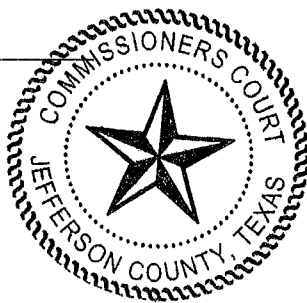
JEFFERSON COUNTY, TEXAS




Jeff Branck
County Judge
Jefferson County, Texas

7/25/23

Date



ATTEST:

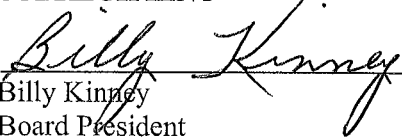


Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

7/25/2023

Date

SUBRECIPIENT




Billy Kinney
Board President
Meeker Municipal Water District

7/31/2023

Date

ATTEST:



Charlie Adams
Operator, Utility Innovations
Meeker Municipal Water District

8/4/2023

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

Project Cost:

\$ 350,284.00

SLFRF Award Amount:

75% of project cost

Project Name

Old Sour Lake Road Water Line Extension

Project Physical Address

Old Sour Lake Road
Beaumont, Texas 77713

Project Description

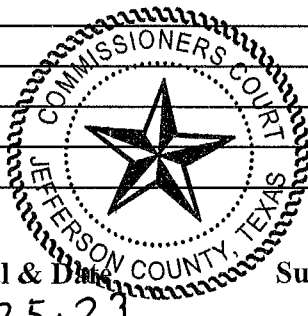
Construct 10" water line extension from Entergy Substation along Old Sour Lake Road to Moore Road including associated tie-ins to adjacent existing water distribution system lines, and the removal/abandonment of old water lines along the project alignment.

Project Goals / Intended Outcomes

This 10" water line extension will commence the beginning portion of a new water system redundancy loop. The 10" water line has been designed to an adequate size in order to aid and improve the water systems safe operating pressure. The intended outcomes of this project will be the future ability of system redundancy and ability to maintain safe levels of water quality throughout the distribution system.

Approved Activities / Scope of Work

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



Jefferson County Approval & Date

[Signature] 7.25.23

Subrecipient Signature & Date

ATTEST
DATE 7/25/2023

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, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending July 31, 2023



Patrick Swain - County Auditor

PATRICK SWAIN
 COUNTY AUDITOR
 (409) 835-8500



1149 PEARL ST. - 7TH FLOOR
 BEAUMONT, TEXAS 77701

August 16, 2023

Honorable Commissioners Court:
 Judge Jeff R. Branick
 Commissioner Vernon Pierce
 Commissioner Cary Erickson
 Commissioner Michael "Shane" Sinegal
 Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of July 31, 2023 together with the results of operations of the budget for the tenth period then ended.

Revenue:

Total budgeted revenue collected for the ten months ending July 31, 2023 is \$143,934,342. Budgeted Revenues are \$145,842,157 leaving \$1,907,815 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$100,373,727 for the ten months of the year. This amount represents 98.53% of the budgeted amount of \$101,866,087.

Sales Taxes:

Eighty-seven percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$29,700,000.

Page Two

Licenses & Permits:

Eighty-three percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$434,000 for the year.

Intergovernmental:

Intergovernmental Revenue has exceeded the budgeted amount of \$1,311,000 by \$109,038.

Fees:

Ninety-four percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,234,270 for the year.

Fines and Forfeitures:

Fifty-four percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,500,000.

Interest:

Revenue from Interest has exceeded the budgeted amount of \$766,800 by \$4,560,190.

Other Revenues:

Other Revenues has exceeded the budgeted amount of \$30,000 by \$2,935.

Expenditures:

Overall for the County's budgeted funds, seventy-seven percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$158,236,401, which includes General Funds and debt service funds, excluding budgeted transfers of \$2,974,914 for the fiscal year ending September 30, 2023.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to be 'PS', with a long horizontal line extending to the right.

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
 FINANCIAL & OPERATING
 STATEMENTS - COUNTY FUNDS ONLY
 FOR THE MONTH ENDING JULY 31, 2023
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending July 31, 2023

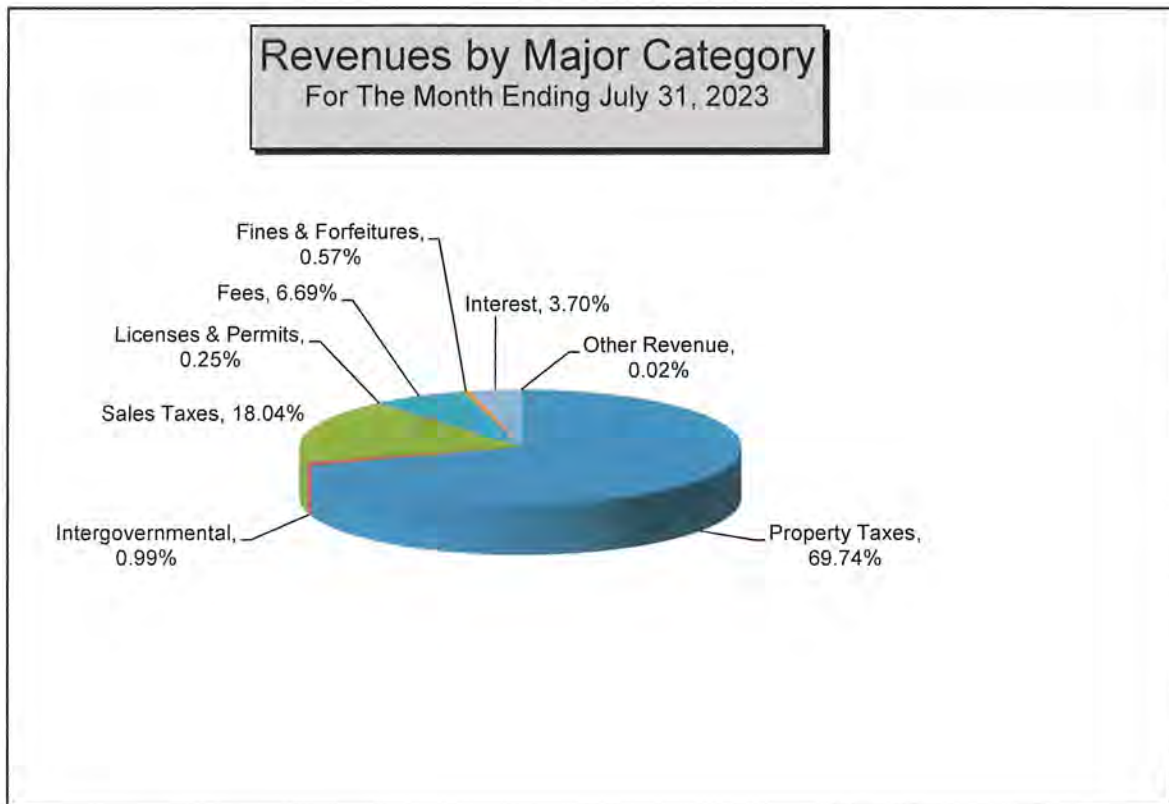
	<u>General Funds</u>	<u>Special Revenue Funds</u>	<u>Capital Project Funds</u>	<u>Debt Service Funds</u>	<u>Enterprise Funds</u>	<u>Internal Service Funds</u>	<u>Total</u>
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 91,732,548	66,241,783	9,014,044	387,762	1,011,997	4,102,121	\$ 172,490,255
Receivables & Prepaids	6,827,262	13,501	-	284,379	302,301	-	7,427,443
Intergovernmental Receivables	(160,216)	-	-	-	-	-	(160,216)
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	968,360	9,367	-	-	194,093	-	1,171,820
Other Assets	155,220	-	-	-	77,248,855	-	77,404,075
Total Assets	<u>\$ 99,673,174</u>	<u>\$ 66,264,651</u>	<u>\$ 9,014,044</u>	<u>\$ 672,141</u>	<u>\$ 78,757,246</u>	<u>\$ 4,102,121</u>	<u>\$ 258,483,377</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 3,175,040	345,489	-	-	(109,365)	2,625,852	\$ 6,037,016
Intergovernmental Payables	360	379	-	-	4	-	743
Other Liabilities	6,137,330	407,416	-	261,940	6,081,916	-	12,888,602
Fund Balance/Equity	<u>90,360,444</u>	<u>65,511,367</u>	<u>9,014,044</u>	<u>410,201</u>	<u>72,784,691</u>	<u>1,476,269</u>	<u>239,557,016</u>
Total Liabilities and Fund Balance/Equity	<u>\$ 99,673,174</u>	<u>\$ 66,264,651</u>	<u>\$ 9,014,044</u>	<u>\$ 672,141</u>	<u>\$ 78,757,246</u>	<u>\$ 4,102,121</u>	<u>\$ 258,483,377</u>

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending July 31, 2023

	<u>6/30/2023</u>	<u>Month Ending July 31, 2023</u>				<u>7/31/2023</u>
	<u>Fund Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Transfers In(/Out)</u>	<u>Prior Period Adjustment</u>	<u>Fund Balance</u>
Jury Fund	\$ 248,100	\$ 5,604	\$ 21,586	\$ -	\$ -	\$ 232,118
Road & Bridge Pct. 1	5,893,390	84,895	235,372	-	-	5,742,913
Road & Bridge Pct. 2	1,701,503	85,023	136,739	-	-	1,649,787
Road & Bridge Pct. 3	700,459	85,023	132,659	-	-	652,823
Road & Bridge Pct. 4	4,032,377	92,163	303,146	-	-	3,821,394
Engineering Fund	516,557	5,943	84,607	-	-	437,893
Parks & Recreation	179,288	4,559	13,980	-	-	169,867
General Fund	77,879,167	4,781,314	9,717,758	(267)	-	72,942,456
Mosquito Control Fund	1,668,687	9,210	114,117	-	-	1,563,780
Tobacco Settlement Fund	3,137,517	9,896	-	-	-	3,147,413
Total General Funds	95,957,045	5,163,630	10,759,964	(267)	-	90,360,444
Total Special Revenue Funds	62,949,080	4,244,082	1,682,062	267	-	65,511,367
Total Capital Project Funds	9,205,785	95,471	287,212	-	-	9,014,044
Total Debt Service Funds	5,609,142	28,734	5,227,675	-	-	410,201
Total Enterprise Funds	72,418,802	1,107,635	741,746	-	-	72,784,691
Total Internal Service Funds	1,736,806	1,765,831	2,026,368	-	-	1,476,269
Total Balances	\$ <u>247,876,660</u>	\$ <u>12,405,383</u>	\$ <u>20,725,027</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>239,557,016</u>

Jefferson County Texas
 Statement of Revenues by Category - Compared with Budget Allocation
 For The Month Ending July 31, 2023

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 100,373,727	\$ 101,866,087	\$ 1,492,360	1.47%
Sales Taxes	25,971,230	29,700,000	3,728,770	12.55%
Licenses & Permits	358,161	434,000	75,839	17.47%
Intergovernmental	1,420,038	1,311,000	(109,038)	-8.32%
Fees	9,634,998	10,234,270	599,272	5.86%
Fines & Forfeitures	816,263	1,500,000	683,737	45.58%
Interest	5,326,990	766,800	(4,560,190)	-594.70%
Other Revenue	32,935	30,000	(2,935)	-9.78%
	<u>\$ 143,934,342</u>	<u>\$ 145,842,157</u>	<u>\$ 1,907,815</u>	<u>1.31%</u>



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending July 31, 2023

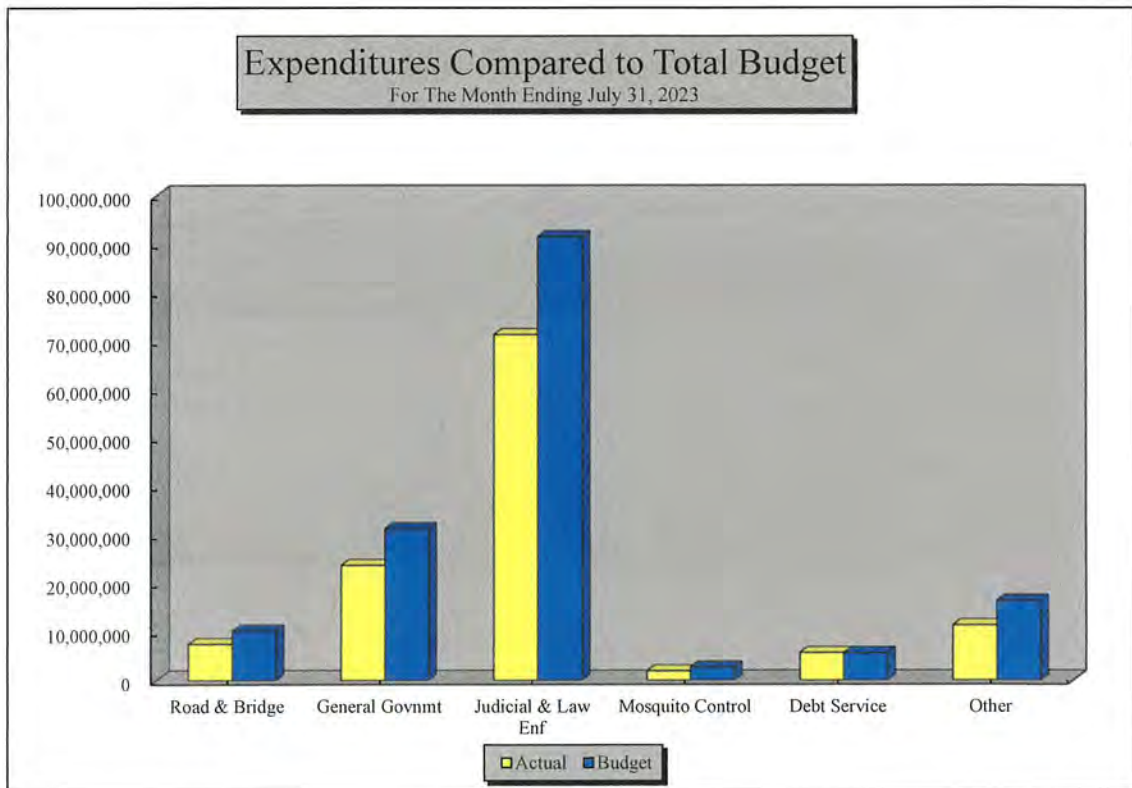
	October 2022									Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	July	Total	Budget	Balance	
Jury Fund												
Current Taxes	\$ 4,119	\$ 5,128	\$ 10,215	\$ 775	\$ 86	\$ 275	\$ 60	\$ 66	\$ 20,724	\$ 21,024	\$ 300	
Delinquent Taxes	898	(169)	129	342	8	320	104	316	1,948	2,370	422	
Jury Fees	9,634	4,986	5,670	4,916	-	730	5,995	5,084	37,015	60,000	22,985	
Other Revenue	32,946	160	-	27,132	150	-	26,520	138	87,046	80,500	(6,546)	
Road & Bridge Pct. 1												
Current Taxes	163,489	203,531	405,451	30,773	3,421	10,905	2,396	2,628	822,594	834,507	11,913	
Delinquent Taxes	3,431	(647)	491	1,308	29	1,223	398	1,209	7,442	9,056	1,614	
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	
Auto Registration Fees	-	78,375	-	-	-	562,447	-	-	640,822	575,000	(65,822)	
Road & Bridge Fees	115,859	40,858	37,661	56,385	41,305	42,505	45,385	48,452	428,410	525,000	96,590	
Sales, Rentals & Services	336,927	-	484	32,951	(108,060)	(69,235)	-	-	193,067	-	(193,067)	
Fines and Forfeitures	34,739	14,829	20,679	14,218	-	17,944	1,483	32,606	136,498	225,000	88,502	
Road & Bridge Pct. 2												
Current Taxes	163,489	203,531	405,451	30,773	3,421	10,905	2,396	2,628	822,594	834,507	11,913	
Delinquent Taxes	3,431	(647)	491	1,308	29	1,223	398	1,209	7,442	9,056	1,614	
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	
Auto Registration Fees	-	78,375	-	-	-	562,447	-	-	640,822	575,000	(65,822)	
Road & Bridge Fees	115,859	40,858	37,661	56,385	41,305	42,505	45,385	48,452	428,410	525,000	96,590	
Sales, Rentals & Services	-	-	3,301	-	-	-	-	145	3,446	-	(3,446)	
Fines and Forfeitures	34,739	14,829	20,679	14,218	-	17,867	1,483	32,589	136,404	225,000	88,596	
Road & Bridge Pct. 3												
Current Taxes	163,489	203,531	405,451	30,773	3,421	10,905	2,396	2,628	822,594	834,507	11,913	
Delinquent Taxes	3,431	(647)	491	1,308	29	1,223	398	1,209	7,442	9,056	1,614	
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	
Auto Registration Fees	-	78,375	-	-	-	562,447	-	-	640,822	575,000	(65,822)	
Road & Bridge Fees	115,859	40,858	37,661	56,385	41,305	42,505	45,385	48,452	428,410	525,000	96,590	
Sales, Rentals & Services	-	-	-	-	-	-	(1)	163	162	-	(162)	
Fines and Forfeitures	34,739	14,829	20,679	14,218	-	17,861	1,483	32,571	136,380	225,000	88,620	
Road & Bridge Pct. 4												
Current Taxes	163,489	203,531	405,451	30,773	3,421	10,905	2,396	2,628	822,594	834,507	11,913	
Delinquent Taxes	3,431	(647)	491	1,308	29	1,223	398	1,209	7,442	9,056	1,614	
Intergovernmental Revenue	-	-	-	-	-	-	-	5,587	5,587	8,000	2,413	
Auto Registration Fees	-	78,375	-	-	-	562,447	-	-	640,822	575,000	(65,822)	
Road & Bridge Fees	115,859	40,858	37,661	56,385	41,305	42,505	45,385	48,452	428,410	525,000	96,590	
Sales, Rentals & Services	112,776	-	854	133	-	3,000	(109,255)	599	8,107	-	(8,107)	
Fines and Forfeitures	34,736	14,827	20,678	14,217	-	17,861	1,483	33,688	137,490	225,000	87,510	
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending July 31, 2023

	October 2022									Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	July	Total	Budget	Balance	
Engineering Fund												
Current Taxes	\$ 218,445	\$ 271,949	\$ 541,744	\$ 41,118	\$ 4,571	\$ 14,571	\$ 3,201	\$ 3,511	\$ 1,099,110	\$ 1,115,028	\$ 15,918	
Delinquent Taxes	5,257	(992)	753	2,004	44	1,874	610	1,852	11,402	13,876	2,474	
Licenses and Permits	720	620	600	810	1,580	620	290	580	5,820	5,500	(320)	
Sales, Rentals & Services	1,000	-	-	500	-	500	500	-	2,500	1,000	(1,500)	
Parks & Recreation												
Current Taxes	26,018	32,391	64,526	4,897	544	1,735	381	418	130,910	132,808	1,898	
Delinquent Taxes	178	(34)	26	68	2	64	21	63	388	471	83	
Sales, Rentals & Services	20,647	4,176	2,960	7,012	4,790	6,132	8,199	4,078	57,994	65,100	7,106	
General Fund												
Current Taxes	17,386,887	21,645,378	43,119,435	3,272,697	363,800	1,159,768	254,761	279,448	87,482,174	88,744,241	1,262,067	
Delinquent Taxes	362,741	(68,432)	51,953	138,314	3,030	129,298	42,117	127,802	786,823	957,471	170,648	
Sales Taxes	2,994,702	3,470,408	3,884,183	2,989,390	3,015,274	3,880,236	2,719,592	3,017,445	25,971,230	29,700,000	3,728,770	
Other Taxes	-	-	-	-	-	-	31,439	1,496	32,935	30,000	(2,935)	
Licenses and Permits	60,818	29,926	38,468	27,818	98,621	25,780	41,735	29,175	352,341	428,500	76,159	
Intergovernmental Revenue	138,656	111,659	63,290	171,839	241,095	99,532	162,645	101,172	1,089,888	1,222,500	132,612	
Fees of Office	877,336	365,652	322,892	280,467	46,122	105,117	528,838	289,013	2,815,437	3,432,010	616,573	
Other Sales, Rentals & Svcs.	1,129,022	18,664	264,135	(167,828)	171,181	170,502	201,883	452,783	2,240,342	2,276,160	35,818	
Fines & Forfeitures	42,603	72,072	35,298	43,848	-	520	17,035	58,115	269,491	600,000	330,509	
Interest	988,028	437,360	695,048	817,570	585,600	666,355	476,115	424,865	5,090,941	720,000	(4,370,941)	
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	
Mosquito Control Fund												
Current Taxes	394,975	491,715	979,538	74,345	8,264	26,346	5,787	6,348	1,987,318	2,016,104	28,786	
Delinquent Taxes	8,124	(1,533)	1,164	3,098	68	2,896	943	2,862	17,622	21,443	3,821	
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-	
Tobacco Settlement Fund												
Intergovernmental Revenue	-	-	-	237,517	-	-	-	-	237,517	-	(237,517)	
Interest	19,276	9,997	12,081	16,236	12,177	14,117	10,594	9,896	104,374	26,200	(78,174)	
Debt Service												
Current Taxes	1,084,046	1,349,558	2,688,433	204,047	22,682	72,311	15,883	17,423	5,454,383	5,398,859	(55,524)	
Delinquent Taxes	27,491	(4,263)	3,947	10,533	272	9,594	3,114	10,093	60,781	68,140	7,359	
Interest	6,503	8,609	21,876	28,268	21,287	25,051	18,863	1,218	131,675	20,600	(111,075)	
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-	-	
Total	\$ 27,560,842	\$ 29,602,767	\$ 54,670,130	\$ 8,681,552	\$ 4,672,208	\$ 8,887,862	\$ 4,666,617	\$ 5,192,364	\$ 143,934,342	\$ 145,842,157	\$ 1,907,815	

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation - 83% of Budget Expended
 For The Month Ending July 31, 2023

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 331,972	\$ 492,712	\$ 160,740	32.62%
Road & Bridge Funds	6,542,637	8,810,100	2,267,463	25.74%
Engineering Fund	889,192	1,279,596	390,404	30.51%
Parks & Recreation Fund	101,539	227,068	125,529	55.28%
General Fund:				
General Government	23,887,643	31,453,367	7,565,724	24.05%
Judicial	17,047,465	22,863,751	5,816,286	25.44%
Law Enforcement	53,921,803	68,129,831	14,208,028	20.85%
Education	324,137	475,130	150,993	31.78%
Health & Welfare	6,160,135	9,416,067	3,255,932	34.58%
Maintenance	3,136,276	4,359,086	1,222,810	28.05%
Other	1,588,640	2,065,969	477,329	23.10%
Mosquito Control Fund	1,942,104	2,728,624	786,520	28.82%
Tobacco Settlement	220,000	220,000	-	-
Debt Service Funds	5,713,650	5,715,100	1,450	0.03%
	<u>\$ 121,807,193</u>	<u>\$ 158,236,401</u>	<u>\$ 36,429,208</u>	<u>23.02%</u>



Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending July 31, 2023

	October 2022								Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	July		Total	Budget	Balance
Jury Fund	\$ 99,670	\$ 26,051	\$ 34,845	\$ 41,410	\$ 25,014	\$ 19,851	\$ 50,194	\$ 21,586	\$ 13,351	\$ 331,972	\$ 492,712	\$ 160,740
Road & Brdg Pct. 1	263,213	110,315	112,433	153,827	6,345	268,694	162,427	235,372	309,396	1,622,022	2,061,365	439,343
Road & Brdg Pct. 2	384,893	139,331	151,528	204,257	136,817	195,786	139,501	136,739	67,781	1,556,633	2,032,628	475,995
Road & Brdg Pct. 3	465,596	125,530	159,496	201,839	165,137	229,286	148,194	132,659	56,104	1,683,841	2,345,255	661,414
Road & Brdg Pct. 4	387,947	129,109	140,024	155,000	176,917	159,763	60,726	303,146	167,509	1,680,141	2,370,852	690,711
Engineering	255,322	83,381	83,229	123,533	84,399	85,129	84,766	84,607	4,826	889,192	1,279,596	390,404
Parks & Recreation	24,337	6,566	7,942	4,306	10,333	7,668	5,550	13,980	20,857	101,539	227,068	125,529
Tax Assessor/Coll.	991,011	310,143	312,862	465,066	313,812	316,352	322,181	315,346	10,272	3,357,045	4,690,125	1,333,080
Human Resources	96,959	32,082	40,106	52,856	33,044	30,102	34,749	34,641	2,662	357,201	551,460	194,259
County Auditor	427,931	128,293	120,641	181,979	125,995	128,989	128,178	121,681	381	1,364,068	1,802,059	437,991
County Clerk	470,602	161,904	169,476	252,779	170,009	180,783	176,235	176,905	4,193	1,762,886	2,632,690	869,804
County Judge	182,267	59,693	54,029	84,467	74,093	75,984	72,943	59,143	142	662,761	1,077,634	414,873
Risk Management	74,438	23,762	24,512	35,240	23,696	24,794	24,041	23,669	199	254,351	327,769	73,418
County Treasurer	100,637	34,485	33,531	51,480	34,509	35,694	33,917	33,129	40	357,422	453,516	96,094
Printing Department	28,816	13,296	12,685	15,043	10,880	11,464	11,015	9,787	9,846	122,832	167,525	44,693
Purchasing Department	143,973	47,101	48,360	67,464	47,228	49,235	52,798	49,864	3,270	509,293	673,017	163,724
General Services	3,460,103	1,606,307	772,483	1,954,313	1,025,090	785,227	1,143,954	755,500	80,039	11,583,016	14,559,837	2,976,821
MIS	1,335,768	226,758	217,512	319,756	173,295	187,964	161,313	156,662	43,678	2,822,706	3,439,648	616,942
Voter's Registration	39,725	(5,547)	9,398	14,087	9,931	15,886	3,431	8,663	-	95,574	168,425	72,851
Elections	330,401	42,976	36,636	60,348	38,802	103,797	54,692	(46,486)	17,322	638,488	909,662	271,174
District Attorney	1,758,056	567,405	588,577	857,395	579,201	601,278	567,011	542,517	58,750	6,120,190	8,169,124	2,048,934
District Clerk	523,898	176,393	176,116	260,223	175,669	175,736	174,898	173,143	15,709	1,851,785	2,358,777	506,992
Criminal Dist. Court	347,204	157,610	158,339	169,374	131,504	141,950	148,950	128,185	534	1,383,650	1,826,127	442,477
58th Dist. Court	75,044	25,293	25,477	37,966	25,369	25,802	25,702	25,269	286	266,208	353,322	87,114
60th Dist. Court	80,916	27,104	27,320	40,172	27,134	27,126	27,084	27,564	1,033	285,453	369,735	84,282
136th Dist. Court	80,382	27,288	27,529	40,672	27,833	27,620	27,459	27,287	-	286,070	370,331	84,261
172nd Dist. Court	79,288	27,393	27,046	39,501	26,671	26,717	26,851	26,842	324	280,633	352,811	72,178
252nd Dist. Court	233,890	101,735	100,744	143,451	119,142	134,354	109,431	88,912	961	1,032,620	1,376,977	344,357
279th Dist. Court	140,731	42,933	54,636	69,459	59,863	60,244	51,655	54,929	697	535,147	668,876	133,729
317th Dist. Court	101,417	35,722	36,629	44,056	38,272	39,998	32,636	40,115	493	369,338	593,909	224,571
J.P. Pct. 1 Pl 1	100,290	34,594	34,027	47,119	27,620	27,387	33,359	32,790	979	338,165	462,587	124,422
J.P. Pct. 1 Pl 2	105,704	34,250	36,538	52,866	36,184	36,341	34,772	34,432	879	371,966	463,483	91,517
J.P. Pct. 2	72,434	24,505	24,340	38,853	30,672	30,709	32,091	31,517	555	285,676	412,178	126,502
J.P. Pct. 4	98,632	35,009	32,278	50,087	36,709	36,020	32,402	32,825	208	354,170	461,258	107,088
J.P. Pct. 6	95,694	30,752	31,896	50,267	32,467	32,705	33,116	32,234	12	339,143	450,049	110,906
J.P. Pct. 7	92,800	31,740	31,500	46,431	33,480	33,504	33,436	37,024	379	340,294	446,260	105,966
J.P. Pct. 8	90,130	31,321	32,742	46,750	28,661	28,604	30,945	31,120	-	320,273	446,370	126,097
Cnty. Court at Law 1	127,632	43,297	43,731	64,887	44,064	43,270	43,539	43,327	160	453,907	584,298	130,391
Cnty. Court at Law 2	138,537	38,457	44,940	58,726	45,107	48,696	42,786	39,875	1,539	458,663	715,233	256,570
Cnty. Court at Law 3	176,110	57,955	59,022	84,609	56,959	58,876	56,130	57,561	247	607,469	893,057	285,588
Court Master	150,901	49,164	48,399	71,588	48,625	55,358	50,734	50,409	321	525,499	761,876	236,377

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation
 For The Month Ending July 31, 2023

	October 2022								Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	July		Total	Budget	Balance
Dispute Resolution	\$ 72,132	\$ 24,647	\$ 22,335	\$ 31,624	\$ 23,384	\$ 21,554	\$ 22,731	\$ 21,699	\$ 1,040	\$ 241,146	\$ 327,113	\$ 85,967
Comm. Supervision	1,560	520	9,023	520	520	1,050	1,510	124	-	14,827	20,901	6,074
Sheriff's Dept.	3,601,056	1,254,152	1,189,409	1,897,501	1,218,666	1,206,584	1,209,960	1,188,308	58,867	12,824,503	17,035,372	4,210,869
Crime Lab	370,962	114,567	118,270	175,165	115,932	118,912	132,007	113,260	11,349	1,270,424	1,743,692	473,268
Jail	7,234,423	3,692,326	2,952,129	3,951,772	2,826,380	2,767,432	2,380,088	3,661,538	3,560,943	33,027,031	39,503,584	6,476,553
Juvenile Probation	347,798	122,708	122,138	172,827	115,673	119,202	120,629	121,764	5,838	1,248,577	1,863,655	615,078
Juvenile Detention	465,965	171,295	152,202	247,568	159,541	166,331	161,885	162,392	69,307	1,756,486	2,566,321	809,835
Constable Pct. 1	182,474	62,135	64,767	93,374	60,331	62,059	62,049	66,256	8,774	662,219	870,011	207,792
Constable Pct. 2	116,726	38,279	38,934	60,223	38,475	38,720	38,804	39,419	1,899	411,479	562,066	150,587
Constable Pct. 4	119,934	40,227	40,333	58,960	39,964	41,377	40,381	41,184	628	422,988	549,345	126,357
Constable Pct. 6	140,648	49,299	45,379	74,768	50,802	51,642	48,619	50,360	2,068	513,585	680,432	166,847
Constable Pct. 7	127,336	43,783	40,552	61,388	41,232	42,256	43,241	42,130	19	441,937	568,546	126,609
Constable Pct. 8	123,776	41,560	41,795	63,682	41,512	41,911	42,220	43,025	3,831	443,312	565,906	122,594
County Morgue	243,517	116,235	113,415	78,266	119,210	115,295	-	96,105	2,392	884,435	1,600,000	715,565
Agriculture Ext.	82,539	28,745	32,925	46,523	31,234	33,508	32,713	32,374	3,576	324,137	475,130	150,993
Public Health # 1	309,417	123,056	105,242	138,733	96,458	112,990	107,434	97,283	3,175	1,093,788	1,575,946	482,158
Public Health # 2	287,876	113,446	110,674	139,212	96,026	102,983	90,210	93,240	3,340	1,037,007	1,403,873	366,866
Nurse Practitioner	82,114	27,929	27,330	40,369	28,835	24,679	22,357	25,537	11,777	290,927	385,143	94,216
Child Welfare	22,723	9,534	12,010	7,857	1,358	10,411	4,967	7,317	-	76,177	120,000	43,823
Env. Control	97,718	32,598	33,031	56,443	33,518	33,472	30,769	27,065	75	344,689	480,866	136,177
Ind. Medical Svcs.	321,699	115,859	1,884,530	134,141	103,495	153,872	108,080	83,936	221,534	3,127,146	5,175,888	2,048,742
Emergency Mgmt.	54,473	19,962	13,852	27,955	17,985	18,773	18,593	18,808	-	190,401	274,351	83,950
Beaumont Maintenance	457,576	262,692	237,579	250,554	198,385	236,944	189,362	200,543	164,719	2,198,354	3,098,675	900,321
Port Arthur Maint.	178,350	78,012	64,488	88,693	64,208	65,698	54,683	64,750	50,358	709,240	968,134	258,894
Mid-County Maint.	45,282	20,202	15,985	26,654	16,454	7,263	22,710	13,235	60,897	228,682	292,277	63,595
Service Center	282,165	118,300	116,954	117,380	128,302	131,251	99,675	122,552	188,935	1,305,514	1,449,489	143,975
Veteran Service	79,574	27,180	26,998	41,759	26,999	26,837	26,606	27,173	-	283,126	372,863	89,737
Mosquito Control	485,907	100,743	97,945	146,198	102,331	145,424	326,769	114,117	422,670	1,942,104	2,728,624	786,520
Tobacco Settlement	220,000	-	-	-	-	-	-	-	-	220,000	220,000	-
Debt Service Funds	2,800	482,675	-	-	500	-	-	5,227,675	-	5,713,650	5,715,100	1,450
Contingency	-	-	-	-	-	-	-	-	-	-	243,617	243,617
Total	\$ 30,391,819	\$ 12,234,122	\$ 11,913,778	\$ 14,983,611	\$ 10,114,262	\$ 10,503,173	\$ 9,924,844	\$ 15,987,639	\$ 5,753,945	\$ 121,807,193	\$ 158,236,401	\$ 36,429,208

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending July 31, 2023

Issue	Beginning Amount Outstanding	2022-2023 Requirements				2022-2023 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	\$ 12,960,000	\$ 4,170,000	\$ 472,200	\$ 2,500	\$ 4,644,700	\$ 4,170,000	\$ 472,200	\$ 1,900	\$ 4,644,100	\$ 8,790,000
2019 Certificates of Obligation	13,820,000	575,000	492,900	2,500	1,070,400	575,000	492,900	1,650	1,069,550	13,245,000
	<u>\$ 26,780,000</u>	<u>\$ 4,745,000</u>	<u>\$ 965,100</u>	<u>\$ 5,000</u>	<u>\$ 5,715,100</u>	<u>\$ 4,745,000</u>	<u>\$ 965,100</u>	<u>\$ 3,550</u>	<u>\$ 5,713,650</u>	<u>\$ 22,035,000</u>

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending July 31, 2023

Fund	Transfers In	Transfers Out
120 General Fund	-	1,632,273 (a)
120 General Fund	-	412,579 (b)
220 Juvenile Detention - TJPC	-	29,330 (c)
225 Juvenile Probation & Detention Fund	117,830 (c)	-
227 Grant A State Aid	-	88,500 (c)
230 Community Supervision Fund	-	17,274 (a)
233 Mentally Impaired Offender	3,839 (a)	-
239 Drug Diversion Program	13,435 (a)	-
241 Sheriff Department Grants	1,945 (b)	-
245 Crime Victim's Clearing	206,998 (b)	-
257 Auto Theft Grant	28,323 (b)	-
263 VAWA Fund	73,320 (b)	-
265 Check Water & Sewer	7,500 (b)	-
312 CETRZ Grant	30 (b)	-
550 SETEC Fund	1,632,273 (a)	-
865 Marine Division	-	5,875 (b)
876 Sheriff-Spindletop Grant	94,463 (b)	-
886 2022 Port Security Grant	5,875 (b)	-
	<u>\$2,185,831</u>	<u>\$2,185,831</u>

- (a) Budgeted Transfer
(b) Grant Match
(c) Fund clearing

Jefferson County Courthouse
 1149 Pearl St., 4th Floor
 Beaumont, Texas 77701



Office (409) 835-8442
 Fax (409) 835-8628
 vernon.pierce@jeffcotx.us

Vernon Pierce
 Jefferson County
 Commissioner Pct. #1

MEMORANDUM

TO: Fran Lee, Auditing
FROM: Lori Fountain Pct. #1 Road and Bridge
DATE: 08/16/2023
RE: Funds Transfer

Transfer from Acct. #	111-0102-431.30-01	Asphalt		\$ 20,000.
Transfer to Acct. #	111-0109-431.60-42	Capital-Trucks & Trailers	\$20,000.	

This transfer request is to purchase an information sign/trailer.

Transfer from Acct. #	111-0102-431.30-01	Asphalt		\$ 80,000.
Transfer to Acct. #	111-0105-431.40-18	Road Machinery	\$ 40,000.	
Transfer to Acct. #	111-0105-431.40-08	Automobiles and Trucks	\$ 40,000.	

These transfers are to cover repairs.

Please put this on the agenda for next commissioner's court.

Thank you.
 Lori



Quote

Trantex Transportation Product
 3310-D Frick Road
 Houston, TX 77086
 United States
 P: (281) 448-7711

Quote Number: QTE0006111
 Quote Date: 08/02/23

Prepared By: david
 Sales Rep: DAVID

BILL TO:

Jefferson County, Texas
 1149 Pearl Street, 7th Floor
 Beaumont TX 77701

SHIP TO:

Paul Truax 409-835-8593
 Jefferson County, Texas
 1149 Pearl Street, 7th Floor
 Beaumont TX 77701

Notes:

Customer P.O.	Ship VIA	Terms	Shipping Terms		
	TRANTEX	NET30	Freight Destination		
Item Number	Ordered	Unit	Price	Extended Price	
30407-000	1	EA	\$18,700.00	\$18,700.00	
30K [E] MESSAGE BOARD-3-LINE WITH HYDRAULIC LIFT					

Quotations are valid for 30 days from the date of quotation.

Signature: _____

Printed Name: _____

Net Order:	\$18,700.00
Discount %	0%
Less Discount:	\$0.00
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$18,700.00

1.5% FINANCE CHARGE FOR INVOICES OVER 60 DAYS.
 TERMS & CONDITIONS APPLY AS STATED AT <https://TRANSLINEINC.COM/TOS/>
 281-448-7711 | FAX 281-591-6827 | sales@trantexinc.com | www.Translineinc.com

Jefferson County Courthouse
 1149 Pearl St., 4th Floor
 Beaumont, Texas 77701



Office (409) 835-8442
 Fax (409) 835-8628
 vernon.pierce@jeffcotx.us

Vernon Pierce
 Jefferson County
 Commissioner Pct. #1

MEMORANDUM

TO: Fran Lee, Auditing
FROM: Lori Fountain Pct. #1 Road and Bridge
DATE: 08/16/2023
RE: Funds Transfer

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Transfer to Acct. #	111-0105-431.40-08	Automobiles and Trucks	\$ 40,000.	

These transfers are to cover repairs.

Please put this on the agenda for next commissioner's court.

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Quote

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 P: (281) 448-7711

Quote Number: QTE0006111
 Quote Date: 08/02/23

Prepared By: david
 Sales Rep: DAVID

BILL TO:

Jefferson County, Texas
 1149 Pearl Street, 7th Floor
 Beaumont TX 77701

SHIP TO:

Paul Truax 409-835-8593
 Jefferson County, Texas
 1149 Pearl Street, 7th Floor
 Beaumont TX 77701

Notes:

Customer P.O.	Ship VIA	Terms	Shipping Terms		
	TRANTEX	NET30	Freight Destination		
Item Number	Ordered	Unit	Price	Extended Price	
30407-000	1	EA	\$18,700.00	\$18,700.00	
30K [E] MESSAGE BOARD-3-LINE WITH HYDRAULIC LIFT					

Quotations are valid for 30 days from the date of quotation.

Signature: _____

Printed Name: _____

Net Order:	\$18,700.00
Discount %	0%
Less Discount:	\$0.00
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$18,700.00

1.5% FINANCE CHARGE FOR INVOICES OVER 60 DAYS.
 TERMS & CONDITIONS APPLY AS STATED AT <https://TRANSLINEINC.COM/TOS/>
 281-448-7711 | FAX 281-591-6827 | sales@trantexinc.com | www.Translineinc.com

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	87.00	509339	87.00**
ROAD & BRIDGE PCT.#1			
ENTERGY	95.88	509193	
S.E. TEXAS BUILDING SERVICE	325.00	509217	
MARTIN PRODUCT SALES LLC	5,658.25	509290	
ADVANCE AUTO PARTS	450.20	509324	
REPUBLIC SERVICES	73.61	509338	
GULF COAST	829.35	509362	
UNITED REFRIGERATION INC	135.47	509367	7,567.76**
ROAD & BRIDGE PCT.#2			
BEAUMONT TRACTOR COMPANY	443.91	509172	
EASTEX RUBBER & GASKET	1,160.58	509182	
J.S. EDWARDS & SHERLOCK INS. AGENCY	71.00	509183	
THE MUFFLER SHOP	60.00	509203	
AT&T	132.87	509220	
BUMPER TO BUMPER	420.04	509280	
NEW WAVE WELDING TECHNOLOGY	12.40	509298	
PRO CHEM INC	731.16	509318	
REPUBLIC SERVICES	83.13	509338	
CY-FAIR TIRE	214.45	509360	3,329.54**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	14,202.62	509167	
FARM & HOME SUPPLY	4.08	509186	
ENTERGY	29.76	509193	
ROLLINS TRUCK & TRAILER REPAIR	167.00	509234	
CENTERPOINT ENERGY RESOURCES CORP	50.00	509281	
MARTIN MARIETTA MATERIALS	62,696.22	509336	
REPUBLIC SERVICES	73.61	509338	
MUNRO'S UNIFORM SERVICES, LLC	23.95	509380	77,247.24**
ROAD & BRIDGE PCT.#4			
M&D SUPPLY	141.39	509202	
PHILPOTT MOTORS, INC.	120.32	509205	
AT&T	102.58	509220	
VULCAN MATERIALS CO.	23,114.90	509227	
POSITIVE PROMOTIONS	906.29	509237	
JASON'S DELI	1,487.95	509241	
UNITED STATES POSTAL SERVICE	6.90	509263	
EVERETT D ALFRED	13.50	509273	
NATALIE ROBERTS	60.00	509297	
SHOPPA'S FARM SUPPLY	314.10	509331	
REPUBLIC SERVICES	226.45	509338	
O'REILLY AUTO PARTS	253.85	509353	
MUNRO'S UNIFORM SERVICES, LLC	67.71	509380	26,815.94**
PARKS & RECREATION			
LOWE'S HOME CENTERS, INC.	176.50	509270	
SPRINT WASTE SERVICES LP	789.19	509328	
ALL TERRAIN EQUIPMENT CO	1,037.76	509349	2,003.45**
GENERAL FUND			
CITY OF PORT ARTHUR	4,763.58	509176	
TYLER TECHNOLOGIES INC	9,448.46	509363	14,212.04*
TAX OFFICE			
UNITED STATES POSTAL SERVICE	506.11	509263	
REPUBLIC SERVICES	36.80	509338	542.91*
COUNTY HUMAN RESOURCES			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	.54	509263	.54*
AUDITOR'S OFFICE			
DELL MARKETING L.P.	403.18	509181	
UNITED STATES POSTAL SERVICE	1.26	509263	
INSIGHT PUBLIC SECTOR INC	420.14	509330	824.58*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	253.15	509263	
ODP BUSINESS SOLUTIONS, LLC	249.99	509379	3.16*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	720.00	509180	
UNITED STATES POSTAL SERVICE	25.79	509263	
J.T. HAYNES	500.00	509289	
JOSHUA C HEINZ	500.00	509319	
BRITTANIE HOLMES	500.00	509321	2,245.79*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.89	509263	
TEXAS PRIMA	150.00	509295	151.89*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	171.42	509263	171.42*
PRINTING DEPARTMENT			
CINTAS CORPORATION	72.09	509340	
ODP BUSINESS SOLUTIONS, LLC	143.98	509379	216.07*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	130.35	509184	
PORT ARTHUR NEWS, INC.	129.56	509206	
UNITED STATES POSTAL SERVICE	11.49	509263	271.40*
GENERAL SERVICES			
JEFFERSON CTY. TAX DEPARTMENT	50.00	509198	
CASH ADVANCE ACCOUNT	130.00	509200	
INTERFACE EAP, INC	1,300.05	509233	
TEXAS COFFEE COMPANY	92.42	509236	
SEPS INC	1,852.00	509314	
LJA ENGINEERING INC	1,521.25	509315	4,945.72*
DATA PROCESSING			
MICHAEL BAIN	396.28	509292	
ODP BUSINESS SOLUTIONS, LLC	108.15	509379	504.43*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	247.79	509263	247.79*
ELECTIONS DEPARTMENT			
CASH ADVANCE ACCOUNT	1,608.14	509200	
AT&T MOBILITY	90.77	509337	1,698.91*
DISTRICT ATTORNEY			
TEXAS DISTRICT & COUNTY ATTY ASSN.	450.00	509222	
TAMARA DEROUEN	181.50	509231	
UNITED STATES POSTAL SERVICE	174.15	509263	
CHRISTOPHER CADENA	877.77	509282	
THOMSON REUTERS-WEST	490.26	509325	
ACCURATE LEGAL VIDEO SERVICES	425.00	509345	
ANGELA KNEELAND	545.00	509348	

NAME	AMOUNT	CHECK NO.	TOTAL
LAKE COUNTRY CHEVROLET, INC.	48,222.20	509352	
WALMART CAPITAL ONE	313.95	509373	
FUNCTION4	118.75	509375	
ODP BUSINESS SOLUTIONS, LLC	658.46	509379	
US LEGAL SUPPORT INC	2,126.30	509392	
HUMA NASIR	1,500.00	509394	
			56,083.34*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	280.84	509263	
			280.84*
CRIMINAL DISTRICT COURT			
TODD W LEBLANC	1,500.00	509165	
THOMAS J. BURBANK PC	9,101.25	509175	
NATHAN REYNOLDS, JR.	2,400.00	509208	
KEVIN PAULA SEKALY PC	1,973.43	509212	
BRUCE N. SMITH	1,575.00	509216	
JOHN D WEST	1,513.25	509242	
JOEL WEBB VAZQUEZ	9,351.85	509279	
LAURIE PEROZZO	2,500.00	509304	
RYAN GERTZ	7,070.00	509305	
JAMES R. MAKIN, P.C.	14,517.16	509310	
TURK LAW FIRM	900.00	509323	
WILLIAM FORD DISHMAN	800.00	509326	
MATUSKA LAW FIRM	5,367.50	509329	
MARVIN LEWIS JR	600.00	509355	
THE SAMUEL FIRM, PLLC	1,600.00	509359	
			60,769.44*
58TH DISTRICT COURT			
AMAZON CAPITAL SERVICES	190.98	509384	
			190.98*
136TH DISTRICT COURT			
LEXIS-NEXIS	172.00	509264	
			172.00*
252ND DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	543.75	509171	
CHEROKEE COUNTY CLERK	540.00	509180	
MIKE VAN ZANDT	8,750.00	509226	
UNITED STATES POSTAL SERVICE	.54	509263	
ALLEN PARKER	8,750.00	509306	
BRITTANIE HOLMES	8,750.00	509321	
MARVIN LEWIS JR	8,750.00	509355	
B. E. FRANKLIN LAW FIRM, PLLC	1,301.95	509383	
			37,386.24*
279TH DISTRICT COURT			
PHILLIP DOWDEN	650.00	509169	
ANITA F. PROVO	892.52	509207	
UNITED STATES POSTAL SERVICE	7.56	509263	
RONALD PLESSALA	325.00	509299	
LINDSAY LAW FIRM, PLLC	1,500.00	509309	
MATUSKA LAW FIRM	1,050.00	509329	
			4,425.08*
317TH DISTRICT COURT			
JACK LAWRENCE	450.00	509168	
NATHAN REYNOLDS, JR.	385.00	509208	
KEVIN PAULA SEKALY PC	325.00	509212	
SOUTHEAST TEXAS WATER	35.95	509218	
CHARLES ROJAS	495.00	509239	
UNITED STATES POSTAL SERVICE	27.09	509263	
GLEN M. CROCKER	330.00	509269	
LANGSTON ADAMS	325.00	509272	
JOEL WEBB VAZQUEZ	110.00	509279	
KIMBERLY PHELAN, P.C.	1,480.00	509286	
ALLEN PARKER	220.00	509306	
LINDSAY LAW FIRM, PLLC	220.00	509309	
BRITTANIE HOLMES	110.00	509321	
WILLIAM FORD DISHMAN	440.00	509326	

NAME	AMOUNT	CHECK NO.	TOTAL
JENNIFER DELAGE	220.00	509342	
ALICIA K HALL PLLC	220.00	509366	
SHELANDER LAW OFFICE	220.00	509371	
GORDON FRIESZ	170.00	509389	
			5,783.04*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	52.53	509263	
			52.53*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	17.25	509263	
			17.25*
JUSTICE COURT-PCT 4			
CASH ADVANCE ACCOUNT	480.92	509200	
AT&T	102.58	509221	
			583.50*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	25.72	509263	
SIERRA SPRING WATER CO. - BT	59.95	509265	
			85.67*
JUSTICE COURT-PCT 7			
J.S. EDWARDS & SHERLOCK INS. AGENCY	71.00	509183	
AMAZON CAPITAL SERVICES	743.74	509384	
			814.74*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	3.22	509263	
			3.22*
COUNTY COURT AT LAW NO. 2			
DONALD BOUDREAUX	250.00	509174	
BRUCE W. COBB	250.00	509178	
A. MARK FAGGARD	500.00	509185	
EDWARD B. GRIPON, M.D., P.A.	795.00	509192	
CHARLES ROJAS	250.00	509239	
UNITED STATES POSTAL SERVICE	5.04	509263	
LANGSTON ADAMS	250.00	509272	
JOEL WEBB VAZQUEZ	650.00	509279	
WILLIAM MARCUS WILKERSON	250.00	509322	
			3,200.04*
COUNTY COURT AT LAW NO. 3			
LANGSTON ADAMS	300.00	509272	
JOEL WEBB VAZQUEZ	250.00	509279	
			550.00*
COURT MASTER			
UNITED STATES POSTAL SERVICE	1.26	509263	
BUDDIE J HAHN	940.47	509364	
			941.73*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	4.13	509263	
			4.13*
SHERIFF'S DEPARTMENT			
FED EX	110.44	509188	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	830.00	509197	
AT&T	177.16	509220	
UNITED STATES POSTAL SERVICE	1,246.52	509263	
TDATA, INC	499.00	509283	
RITA HURT	275.00	509313	
THOMSON REUTERS-WEST	531.60	509325	
TOP GUN WRECKER SERVICE & RECOVERY	718.24	509327	
GALLS LLC	2,433.61	509335	
REPUBLIC SERVICES	73.61	509338	
TND WORKWEAR CO LLC	197.90	509343	
WALMART CAPITAL ONE	148.00	509373	
ODP BUSINESS SOLUTIONS, LLC	1,606.19	509379	

NAME	AMOUNT	CHECK NO.	TOTAL
DETECTACHEM, INC.	133.30	509382	
AMAZON CAPITAL SERVICES	124.37	509384	
CRIME LABORATORY			9,104.94*
COLLABORATIVE TESTING SERVICES	2,869.00	509179	
AFOAM	450.00	509277	
ANSI-ASQ NAT ACCREDITATION BOARD	2,350.00	509354	
JAIL - NO. 2			5,669.00*
BOB BARKER CO., INC.	14,199.99	509170	
COASTAL WELDING SUPPLY INC	130.20	509177	
HERTZ CORPORATION	1,202.65	509195	
JACK BROOKS REGIONAL AIRPORT	425.30	509199	
JOHNSON SUPPLY	1,140.45	509201	
M&D SUPPLY	577.30	509202	
SHERWIN-WILLIAMS	772.09	509215	
AT&T	1,453.73	509220	
TEXAS JAIL ASSOCIATION	840.00	509224	
WARREN EQUIPMENT CO.	287.57	509228	
WHOLESALE ELECTRIC SUPPLY CO.	26.88	509229	
MCKESSON MEDICAL-SURGICAL INC	1,613.65	509238	
LOWE'S HOME CENTERS, INC.	249.81	509270	
TEXAS GAS SERVICE	602.47	509274	
AI FILTER SERVICE COMPANY	765.20	509312	
SAM'S CLUB DIRECT	550.66	509320	
THOMSON REUTERS-WEST	219.00	509325	
REPUBLIC SERVICES	5,167.52	509338	
FERGUSON ENTERPRISES INC	12,656.83	509344	
THOM DUNCAN AVIONICS LLC	752.60	509358	
TRINITY SERVICES GROUP INC	43,641.44	509361	
ODP BUSINESS SOLUTIONS, LLC	1,738.02	509379	
JUVENILE PROBATION DEPT.			89,013.36*
FED EX	61.80	509187	
DENNIS COPELAND	349.12	509232	
UNITED STATES POSTAL SERVICE	10.99	509263	
SHANNA CITIZEN	68.78	509271	
ODP BUSINESS SOLUTIONS, LLC	187.69	509379	
JUVENILE DETENTION HOME			678.38*
S.E. TEXAS BUILDING SERVICE	2,600.00	509217	
CHARMTEX INC.	720.80	509275	
BEN E KEITH COMPANY	3,648.69	509278	
VANSHECA SANDERS-CHEVIS	500.00	509291	
AMERICAN RED CROSS	144.00	509333	
REPUBLIC SERVICES	519.60	509338	
VEQUAL ROBERTS	1,000.00	509369	
ODP BUSINESS SOLUTIONS, LLC	692.26	509379	
FLOWERS BAKING COMPANY OF HOUSTON	98.07	509381	
CONSTABLE PCT 1			9,923.42*
UNITED STATES POSTAL SERVICE	27.19	509263	
NATIONAL CONSTABLES&MARSHALS ASSOC	60.00	509301	
CONSTABLE-PCT 2			87.19*
GT DISTRIBUTORS, INC.	839.50	509189	
AMAZON CAPITAL SERVICES	229.99	509384	
CONSTABLE-PCT 4			1,069.49*
AT&T	51.29	509220	
CONSTABLE-PCT 6			51.29*
UNITED STATES POSTAL SERVICE	5.91	509263	
CONSTABLE PCT. 8			5.91*

NAME	AMOUNT	CHECK NO.	TOTAL
MOTOROLA SOLUTIONS INC	1,380.00	509235	1,380.00*
COUNTY MORGUE			
SALAM INTERNATIONAL, INC	2,578.99	509240	2,578.99*
AGRICULTURE EXTENSION SVC			
LOWE'S HOME CENTERS, INC.	331.55	509270	
WALMART CAPITAL ONE	383.97	509373	715.52*
HEALTH AND WELFARE NO. 1			
HANNAH FUNERAL HOME, INC.	1,500.00	509194	
CLAYBAR HAVEN OF REST	1,240.00	509260	
UNITED STATES POSTAL SERVICE	52.67	509263	
PROCTOR'S MORTUARY INC	3,000.00	509307	5,792.67*
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC.	3,000.00	509190	
PETTY CASH - S C WELFARE	130.00	509204	
CLAYBAR HAVEN OF REST	1,240.00	509261	4,370.00*
ENVIRONMENTAL CONTROL			
TEXAS ENVIRONMENTAL HEALTH ASSN.	850.00	509223	850.00*
INDIGENT MEDICAL SERVICES			
TDS OPERATING INC	268.00	509351	268.00*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	509258	150.00*
MAINTENANCE-BEAUMONT			
W.W. GRAINGER, INC.	84.92	509191	
SANITARY SUPPLY, INC.	1,165.85	509211	
ACE IMAGEWEAR	264.04	509214	
BAKER DISTRIBUTING COMPANY	552.44	509276	
REPUBLIC SERVICES	1,558.80	509338	
UNITED REFRIGERATION INC	900.84	509367	4,526.89*
MAINTENANCE-PORT ARTHUR			
ROMERO GLASS CO.	823.86	509210	
WALMART CAPITAL ONE	53.60	509373	877.46*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	77.54	509209	
SETZER HARDWARE, INC.	33.87	509213	
REPUBLIC SERVICES	83.13	509338	194.54*
SERVICE CENTER			
ACTION AUTO GLASS	40.00	509166	
SPIDLE & SPIDLE	34,808.14	509167	
J.K. CHEVROLET CO.	202.46	509196	
PHILPOTT MOTORS, INC.	302.06	509205	
AT&T	88.58	509220	
JEFFERSON CTY. TAX OFFICE	7.50	509243	
JEFFERSON CTY. TAX OFFICE	7.50	509244	
JEFFERSON CTY. TAX OFFICE	7.50	509245	
JEFFERSON CTY. TAX OFFICE	7.50	509246	
JEFFERSON CTY. TAX OFFICE	7.50	509247	
JEFFERSON CTY. TAX OFFICE	16.75	509248	
JEFFERSON CTY. TAX OFFICE	7.50	509249	
JEFFERSON CTY. TAX OFFICE	7.50	509250	
JEFFERSON CTY. TAX OFFICE	7.50	509251	
JEFFERSON CTY. TAX OFFICE	7.50	509252	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	509253	
JEFFERSON CTY. TAX OFFICE	7.50	509254	
JEFFERSON CTY. TAX OFFICE	7.50	509255	
JEFFERSON CTY. TAX OFFICE	7.50	509256	
MODICA BROS. TIRES & WHEELS	989.72	509267	
BUMPER TO BUMPER	673.95	509280	
KIMBALL MIDWEST	199.48	509285	
AIRPORT GULF TOWING LLC	700.00	509287	
LIBERTY TIRE RECYCLING LLC	263.78	509302	
MIGHTY OF SOUTHEAST TEXAS	3,747.84	509311	
SPANKY'S WRECKER SERVICE INC	150.00	509316	
ADVANCE AUTO PARTS	19.32	509324	
REPUBLIC SERVICES	83.13	509338	
CINTAS CORPORATION	58.88	509340	
DENNIS LOWE	226.08	509341	
O'REILLY AUTO PARTS	379.80	509353	
TOWN AND COUNTRY FORD	3,379.68	509391	
VETERANS SERVICE			46,427.15*
UNITED STATES POSTAL SERVICE	6.54	509263	
			6.54*
MOSQUITO CONTROL FUND			381,121.16**
ACE IMAGEWEAR	72.18	509214	
AMERICAN TIRE DISTRIBUTORS	458.76	509300	
REPUBLIC SERVICES	83.13	509338	
PRO PEST AND LAWN STORE	13,230.00	509347	
O'REILLY AUTO PARTS	134.99	509353	
FEMA EMERGENCY			13,979.06**
PREFERRED FACILITIES GROUP-USA, LLC	37,018.07	509370	
BREATH ALCOHOL TESTING			37,018.07**
CASH ADVANCE ACCOUNT	710.96	509200	
ENVIRONMENTAL GRANTS/H2O			710.96**
CASH ADVANCE ACCOUNT	3,549.48	509200	
EMPG GRANT			3,549.48**
SOUTHEAST TEXAS WATER	28.95	509219	
VERIZON WIRELESS	78.42	509258	
WALMART CAPITAL ONE	164.29	509373	
JUVENILE PROB & DET. FUND			271.66**
HAYS COUNTY	7,750.00	509230	
VERIZON WIRELESS	65.13	509259	
GRAYSON COUNTY DEPT OF JUVENILE	8,060.00	509332	
TCSI, LLC	7,787.51	509365	
GRANT A STATE AID			23,662.64**
YOUTH ADVOCATE PROGRAMS INC	1,811.25	509293	
GRAYSON COUNTY DEPT OF JUVENILE	8,079.99	509332	
TCSI, LLC	8,117.69	509365	
ODP BUSINESS SOLUTIONS, LLC	106.32	509379	
COMMUNITY SUPERVISION FND			18,115.25**
UNITED STATES POSTAL SERVICE	136.18	509263	
JCCSC	296.00	509308	
CHARTER COMMUNICATIONS	121.42	509377	
ODP BUSINESS SOLUTIONS, LLC	1,179.47	509379	
JAG GRANTS			1,733.07**
DELL MARKETING L.P.	.10	509181	
LAW OFFICER TRAINING GRT			.10**

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS COMMISSION ON LAW ENFORCEMENT	825.00	509296	825.00**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.70	509263	1.70**
J.P. COURTROOM TECH. FUND			
DELL MARKETING L.P.	1,064.42	509181	1,064.42**
HOTEL OCCUPANCY TAX FUND			
CASH ADVANCE ACCOUNT	712.45	509200	
TRIANGLE BLUE PRINT CO., INC.	841.00	509225	
UNITED STATES POSTAL SERVICE	7.81	509263	
SAM'S CLUB DIRECT	317.82	509320	
REPUBLIC SERVICES	83.13	509338	
FERGUSON ENTERPRISES INC	64.16	509344	
PLUMBING SOLUTIONS	319.90	509372	
GEORGE WEST	15.07	509376	
ODP BUSINESS SOLUTIONS, LLC	121.45	509379	
MUNRO'S UNIFORM SERVICES, LLC	168.41	509380	
GARY BYRD	11.14	509393	2,662.34**
JUSTICE COURT BLDG SECUR.			
AMAZON CAPITAL SERVICES	549.99	509384	549.99**
CAPITAL PROJECTS FUND			
BRIZO CONSTRUCTION LLC	581,119.06	509385	581,119.06**
AIRPORT FUND			
S.E. TEXAS BUILDING SERVICE	4,246.66	509217	
AT&T	471.82	509220	
LOWE'S HOME CENTERS, INC.	39.84	509270	
A-1 MAIDA FENCE COMPANY	475.00	509334	
REPUBLIC SERVICES	332.52	509338	
TITAN AVIATION FUELS	46,962.51	509356	
ODP BUSINESS SOLUTIONS, LLC	335.89	509379	
MUNRO'S UNIFORM SERVICES, LLC	63.50	509380	
AMAZON CAPITAL SERVICES	29.75	509384	52,957.49**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	26,366.39	509284	
RELIANCE STANDARD LIFE INSURANCE	6,233.61	509288	
EXPRESS SCRIPTS INC	338,483.84	509350	
NEUROMUSCULAR CORPORATE SOLUTIONS	17,400.00	509357	
ROCKSTAR ACQUISITIONS CORP	17,908.00	509390	406,391.84**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	16,999.65	509317	
REPUBLIC SERVICES	1,660.00	509338	18,659.65**
WORKER'S COMPENSATION FD			
JEFFERSON CTY - WORKERS COMP	6,348.21	509388	6,348.21**
SHERIFF'S FORFEITURE FUND			
SKYFLEA AVIATION	962.00	509387	962.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	15,107.94	509147	
CLEAT	324.00	509148	
JEFFERSON CTY. TREASURER	11,387.12	509149	
RON STADTMUELLER - CHAPTER 13	182.31	509150	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,720.00	509151	
JEFFERSON CTY. COMMUNITY SUP.	6,636.14	509152	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TREASURER - HEALTH	552,012.51	509153	
JEFFERSON CTY. TREASURER - PAYROLL	2,019,929.44	509154	
JEFFERSON CTY. TREASURER - PAYROLL	689,634.72	509155	
MONY LIFE INSURANCE OF AMERICA	43.86	509156	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,653.19	509157	
JEFFERSON CTY. TREASURER - TCDRS	794,817.82	509158	
JEFFERSON COUNTY TREASURER	2,962.43	509159	
JEFFERSON COUNTY - TREASURER -	8,232.98	509160	
NECHES FEDERAL CREDIT UNION	33,168.17	509161	
JEFFERSON COUNTY - NATIONWIDE	55,785.55	509162	
SBA - U S DEPARTMENT OF TREASURY	286.87	509163	
INVESCO INVESTMENT SERVICES, INC	566.66	509164	
LANGUAGE ACCESS FUND			4,196,451.71**
ABSHIRE INTERPRETING SERVICES	170.00	509294	
MASTERWORD SERVICES, INC	5,226.21	509374	
RUBEN ZAPATA	200.00	509386	
ARPA CORONAVIRUS RECOVERY			5,596.21**
TIDAL BASIN GOVERNMENT CONSULTING	10,452.50	509368	
BRIC/FMA GRANT			10,452.50**
TIDAL BASIN GOVERNMENT CONSULTING	371.25	509368	
MARINE DIVISION			371.25**
JACK BROOKS REGIONAL AIRPORT	296.40	509199	
AT&T	108.70	509220	
VERIZON WIRELESS	37.99	509257	
SIERRA SPRING WATER CO. - BT	145.88	509266	
ATTABOY TERMITE & PEST CONTROL	71.67	509303	
VECTOR SECURITY	49.45	509346	
ODP BUSINESS SOLUTIONS, LLC	583.80	509379	
SHERIFF - COMMISSARY			1,293.89**
BELL FENCE MFG. CO.	46,136.40	509173	
MCKESSON MEDICAL-SURGICAL INC	526.02	509238	
COOK'S CORRECTIONAL	30,923.00	509268	
			77,585.42**
			5,960,504.86***

INTER-GOVERNMENTAL AGREEMENT**BETWEEN**

**THE UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS
FEDERAL CORRECTIONAL COMPLEX
BEAUMONT, TEXAS**

AND

**JEFFERSON COUNTY SHERIFF'S OFFICE
BEAUMONT, TEXAS**

For Mutual Emergency Assistance

Pursuant to relevant authority contained in federal and state laws appropriate to the nature and scope of the emergency, 18 U.S.C. § 4001(b)(2) and 18 U.S.C. § 4042(a)(2), (3), this Inter-Governmental Agreement, "IGA" or "Agreement", is entered into by and between the United States Department of Justice, "DOJ", Federal Bureau of Prisons, "BOP", Federal Correctional Complex, Beaumont, Texas, herein after referred to as "FCC Beaumont", and the Jefferson County Sheriff's Office, Beaumont, Texas, herein after referred to as "JCSO", who hereby agrees to as follows:

I. PURPOSE AND SCOPE:

- A. This Agreement is intended to provide for mutual assistance during a natural disaster and/or law enforcement emergency requiring prompt action, and which is, or threatens to be, of such serious proportions that each party's resources alone are, or may be, inadequate to maintain the safety and security of the public, each party's prisoners, and/or each party's staff.
- B. As further described herein, all emergency assistance to be provided by each party shall be immediate, short-term, and limited to operations that each party's staff are authorized to provide and for which they are trained and have expertise.

- C. This Agreement shall not affect any pre-existing, independent relationship, or obligation between the parties ~~on any other subject, or with any third party or parties.~~
- D. This Agreement supersedes any prior agreement between the parties on this same subject.

II. FCC BEAUMONT ASSISTANCE TO JCISO:

- A. Under current BOP authority and upon request from the JCISO, the BOP Regional Director may direct the Warden or his/her designee to provide:
1. FCC Beaumont staff to act ONLY:
 - a. as advisors for technical assistance, e. g., consultants for hostage situations or pandemic control measures (18 U.S.C. § 4042(a)(4)); OR
 - b. to search for escaped state/local prisoners ONLY on BOP property (18 U.S.C. § 4042 (a)(1), (2)).
 2. Transportation and/or temporary housing ONLY:
 - a. if state prisoners are sentenced prisoners, and
 - b. if a "state boarder agreement" exists requiring full reimbursement to BOP by the state (18 U.S.C. § 5003).
 3. Volunteer inmate work details for community service projects (18 U.S.C. § 3622(b); 28 C.F.R. § 551.60).
 4. Emergency preparedness training and joint training exercises pursuant to the Intergovernmental Personnel Program (42 U.S.C. § 4742).
- B. DOJ may direct BOP to provide:
1. Any/all assistance listed above in section A.

2. FCC Beaumont staff to act in any capacity for which they are trained and have expertise, including medical support, and if approved by the Deputy Attorney General, a BOP Crisis Management Team, including a Special Operations Response Team, "SORT"; a Disturbance Control Team, "DCT"; or a Crisis Negotiation Team, "CNT".
3. Detention/Perimeter Security: Due to limited arrest authority, FCC Beaumont staff may not take sole custody of JCSO prisoners or perform perimeter security duties at JCSO Facility but may perform other non-contact duties to free JCSO staff to perform these duties.
4. Transportation: FCC Beaumont vehicles and drivers may transport JCSO prisoners, including pre-trial prisoners.
 - a. Ordinarily, JCSO staff shall be present to maintain custody/supervision of JCSO prisoners being transported.
 - b. FCC Beaumont staff may take sole custody of JCSO prisoners being transported ONLY if state law allows BOP staff to be deputized.
5. Supplies and equipment, including blankets, food, water, clothing, medical supplies, and temporary use of large or specialized equipment.
 - a. Clothing with BOP insignia may not be loaned to or worn by non-BOP employees.
 - b. Large or specialized equipment and vehicles shall be operated by BOP staff, or by JCSO staff, only if JCSO officials have indicated that its staff is competent to use the equipment.
6. Weapons, ammunition, and chemical agents.

- a. Weapons, ammunition, and chemical agents may be provided to JCSO staff only if JCSO officials have indicated that its staff are competent to use such weapons, ammunition, and chemical agents.
- b. FCC Beaumont staff may not use weapons, ammunition, or chemical agents to assist JCSO staff without obtaining approval of the Deputy Attorney General, or, in extraordinary circumstances, if the Director of the BOP concludes that delay to obtain approval would result in death or serious bodily injury to JCSO staff or inmate hostages. All use of force by BOP staff must be consistent with DOJ/BOP policy.

7. Use of BOP facilities, including temporary housing for JCSO prisoners, including pre-trial prisoners. As soon as possible, operational details for housing JCSO prisoners beyond the resolution of the initial emergency shall be documented in a separate agreement.

III. JCSO ASSISTANCE TO FCC Beaumont:

- A. Upon request from the Warden or his/her designee, JCSO staff may provide assistance to the FCC Beaumont staff responding to disturbances, escapes, or any other natural or man-made emergency affecting the safety, security, and good order of the FCC Beaumont institution. Operational details for specific assistance shall be determined at the time of the emergency.
- B. Under no circumstances will JCSO staff:
 1. Have command authority on site; or
 2. Bring any type of weapon into the secure perimeter of the FCC Beaumont institution.
- C. Upon notification and when manpower allows, the JCSO will assist FCC Beaumont staff in locating and apprehending an escapee.
- D. Escape flyers distributed to the local law enforcement agencies will be shared among law enforcement personnel to

assist in the apprehension of the escapee. JCSO may assist with traffic control, patrol, and apprehension procedures. ~~JCSO will exercise traffic control in accordance to its procedures, but agree to conduct patrols, apprehension procedures in coordination with the activities of FCC Beaumont~~

- E. In the event of a disturbance where FCC Beaumont deems it necessary to request assistance, JCSO will provide perimeter assistance on State and County roads, and other assistance as needed.

IV. REIMBURSEMENT:

- A. In accordance with each party's financial management policy at the time of the emergency, and the statute authorizing the assistance, ordinarily the party requesting assistance shall reimburse the party providing assistance for unfunded costs of resources expended and/or damaged during the emergency, including personnel employed beyond resolution of the initial emergency.
- B. Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. § 1341, or relevant state law, by obligating the parties to any expenditure or obligation of funds in excess or in advance of appropriations.

V. GENERAL PROVISIONS:

- A. PERIOD OF AGREEMENT/TERMINATION:
 - 1. This Agreement shall become effective upon the date of last signature of the authorized parties, as designated below, and shall remain in effect for a period of five years unless terminated sooner by mutual consent of both parties, or by either party providing 120 days advanced written notice to the other party.
 - 2. This Agreement shall remain in effect during the term in office of any successive leadership of either party

unless terminated or modified pursuant to procedures described below.

- B. **MODIFICATION PROCEDURES:** Either party may propose to modify this Agreement at any time. All proposed modifications shall be in writing and shall become effective only upon the written concurrence of both parties.
- C. **SURVIVAL AND SEVERABILITY:**
1. The provisions of this Agreement which require performance after termination of this Agreement shall remain in force notwithstanding termination of this Agreement.
 2. If any provisions of this Agreement are determined to be invalid or unenforceable, the remaining provisions shall continue in force and unaffected to the fullest extent permitted by law and regulation.
- D. **LIABILITY AND INDEMNIFICATION:**
1. Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available pursuant to federal and state law. Neither party agrees to insure, defend, or indemnify the other party.
 2. Each party shall cooperate with the other party in the investigation and resolution of administrative claims and/or litigation arising from conduct related to the provisions of this Agreement.
 3. Neither party shall be responsible for delays or failures in performance from acts beyond the reasonable control of the party, e.g., a natural or man-made disaster.
- E. **DISPUTE RESOLUTION:** In the event of a dispute between the parties, the parties agree that they will use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of

non-binding alternative dispute resolution mutually acceptable to the parties.

- F. THIRD PARTY CLAIMS: This Agreement is for the sole and exclusive benefit of the signatory parties and shall not be construed to bestow any legal right or benefit upon any other persons or entities.

- G. CONTACT INFORMATION: Each party shall provide to the other party a list of contact persons authorized to act as liaison with the other party to implement this Agreement and coordinate additional operational details. This list shall include names, titles, telephone numbers, mailing/e-mail addresses, and be updated as necessary to reflect personnel changes.

IN WITNESS WHEREOF, the undersigned, duly authorized officers have subscribed their names on behalf of the Federal Bureau of Prisons, Federal Correctional Complex Beaumont, Texas and the Jefferson County Sheriff's Office.

For the Jefferson County Sheriff's Office:

Zena Stephens
Zena Stephens
Sheriff
Jefferson County, Texas

7/31/23
Date

Jeff R. Branick
Jeff R. Branick
County Judge

8.22.23
Date



ATTEST [Signature] - Chief Deputy
DATE 8-22-23

For the Federal Bureau of Prisons:

Submitted:

John Bartlett
Complex Warden
Federal Correctional Complex
Beaumont, Texas

Date

T. Hawkins
Warden (BMM)
Federal Correctional Complex
Beaumont, Texas

Date

Albert Thomas III
Warden (BML)
Federal Correctional Complex
Beaumont, Texas

Date

Concurred:

Heriberto H. Tellez
Regional Director
South Central Regional Office

Date

Approved:

Teresa Kennon
Chief
Field Acquisition Office

Date



Resolution

STATE OF TEXAS § COMMISSIONERS' COURT
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 22nd day of August, 2023, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Cary Erickson, Commissioner of Precinct No. 2, the following Resolution was adopted:

**TRANSFERRING SEWER IMPROVEMENTS ASSETS INSTALLED BY
JEFFERSON COUNTY COMMUNITY DEVELOPMENT CONTRACT 7218240
TO
WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT**

WHEREAS, the County of Jefferson received a Texas Community Development Block Grant Contract 7218240 from the Texas Department of Agriculture that provided First Time Public Sewer Service for eleven to moderate income households in the Cheek Community; and

WHEREAS, the eleven households were connected to the public sewer collection system owned and operated by **West Jefferson County Municipal Water District (WJM)**; and

WHEREAS, the Jefferson County Commissioners Court approved the Certificate of Construction Completion for the First Time Sewer Service Project.

NOW THEREFORE IT BE RESOVLED by the Commissioners Court of Jefferson County, Texas that:

1. That all sewer improvements installed on Public Road ROW and sewer easements serving the **eleven** households with funds from **TxCDBG CONTRACT 7218240** shall be conveyed to West Jefferson County Municipal Water District.
2. That the improvements consist of **eleven (11) grinder stations** including pumps and electrical panel boxes at locations listed on **ATTACHMENT A**.

SIGNED this 22 day of August, 2023.

JUDGE JEFF R. BRANICK
Jefferson County Judge

Absent

COMMISSIONER VERNON PIERCE
Precinct No. 1

Cary Erickson

COMMISSIONER CARY ERICKSON
Precinct No. 2

Michael Sinegal

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

Everette D. Alfred

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



ATTACHMENT A

**LOCATIONS OF GRINDER STATIONS AND SEWER SERVICE LINES INSTALLED
AT LOW TO MODERATE INCOME HOUSEHOLDS
FOR
JEFFERSON COUNTY, TEXAS
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT NO. 7218240**

GRINDER STATION (11 installs):

- Hydromatic Grinder Pump – HVRS200A2-2
- AC Pull Box Disconnect
- Single Phase Simplex SJE-Rhombus Type 113 Control Panel
- Control Box Rack
- 24"x60" Fiberglass Basin, influent and discharge piping, fittings, valves, and miscellaneous hardware

Last Name	First Name	(11) Addresses	City	Zip	Type	Provider	Beneficiaries
█	█	10105 Lawhon	Beaumont	77713	sewer	WJM	7
█	█	8787 MLK	Beaumont	77713	sewer	WJM	6
█	█	8567 Landry Lane	Beaumont	77713	sewer	WJM	1
█	█	6380 Boyt Road	Beaumont	77713	sewer	WJM	4
█	█	6456 Boyt Road	Beaumont	77713	sewer	WJM	1
█	█	5870 Cardinal Court	Beaumont	77713	sewer	WJM	3
█	█	11907 Brooks Road	Beaumont	77713	sewer	WJM	3
█	█	6534 Boyt Road	Beaumont	77713	sewer	WJM	1
█	█	6446 Boyt Road	Beaumont	77713	sewer	WJM	2
█	█	7685 Boyt Road	Beaumont	77713	sewer	WJM	2
█	█	10151 Lawhon	Beaumont	77713	sewer	WJM	1

WJM = WEST JEFFERSON MUNICIPAL WATER DISTRICT



Resolution

STATE OF TEXAS § COMMISSIONERS' COURT
 §
 COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 22nd day of August, 2023, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Cary Erickson, Commissioner of Precinct No. 2, the following Resolution was adopted:

**TRANSFERRING SEWER IMPROVEMENTS ASSETS INSTALLED BY
 JEFFERSON COUNTY COMMUNITY DEVELOPMENT CONTRACT 7218240
 TO
 TRINITY BAY CONSERVATION DISTRICT**

WHEREAS, the County of Jefferson received a Texas Community Development Block Grant Contract 7218240 from the Texas Department of Agriculture that provided First Time Public Sewer Service for two to moderate income households in West Jefferson County/Stowell Community; and

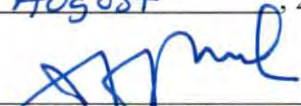
WHEREAS, the two households were connected to the public sewer collection system owned and operated by **Trinity Bay Conservation District (TBCD)**; and

WHEREAS, the Jefferson County Commissioners' Court approved the Certificate of Construction Completion for the First Time Sewer Service Project.

NOW THEREFORE IT BE RESOLVED by the Commissioners' Court of Jefferson County, Texas that:

1. That all sewer improvements installed on Public Road ROW and sewer easements serving the two households with funds from **TxCDBG CONTRACT 7218240** shall be conveyed to Trinity Bay Conservation District.
2. That the improvements consist of two (2) grinder stations including pumps and electrical panel boxes at locations listed on **ATTACHMENT B**.

SIGNED this 22 day of August, 2023.



 JUDGE JEFF R. BRANICK
 Jefferson County Judge

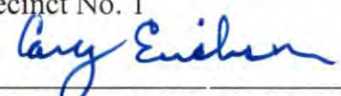


Absent

 COMMISSIONER VERNON PIERCE
 Precinct No. 1



 COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3



 COMMISSIONER CARY ERICKSON
 Precinct No. 2



 COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4

ATTACHMENT B

**LOCATIONS OF GRINDER STATIONS AND SEWER SERVICE LINES INSTALLED
AT LOW TO MODERATE INCOME HOUSEHOLDS
FOR
JEFFERSON COUNTY, TEXAS
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT NO. 7218240**

GRINDER STATION (2 installs):

- Hydromatic Grinder Pump – HVRS200A2-2
- AC Pull Box Disconnect
- Single Phase Simplex SJE-Rhombus Type 113 Control Panel
- Control Box Rack
- 24"x60" Fiberglass Basin, influent and discharge piping, fittings, valves, and miscellaneous hardware

Last Name	First Name	(13) Addresses	City	Zip	Type	Provider	Beneficiaries
██████	██████	13489 Glenn St	Winnie	77665	sewer	TBCD	4
██████	██████	14489 Coon Road	Winnie	77665	sewer	TBCD	1

TBCD = TRINITY BAY CONSERVATION DISTRICT

THIS MEMORANDUM OF UNDERSTANDING (THIS "MOU") IS DATED AS OF AUGUST 15, 2023 BETWEEN JEFFERSON COUNTY (THE "COUNTY"), AND THE SABINE PASS PORT AUTHORITY ("THE AUTHORITY");

WHEREAS, the Federal Highway Administration of the U.S. Department of Transportation ("DOT") issued a Notice of Funding Opportunity for its Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation Program ("PROTECT") under the Infrastructure Investment and Jobs Act, announcing the availability of grants ("PROTECT Grants") for projects on April 21, 2023; and

WHEREAS, DOT seeks projects that ensure surface transportation resilience to natural hazards including climate change, sea level rise, flooding, extreme weather events, and other natural disasters through support of planning activities, resilience improvements, community resilience and evacuation routes, and at-risk coastal infrastructure; and

WHEREAS, the Sabine Pass Port Authority ("the Authority") has proposed to study the feasibility of reconstructing Highway 87 between High Island and Sabine Pass; and

WHEREAS, an eligible applicant must be a State or political subdivision of a State; an MPO; a unit of local government; a special purpose district or public authority with a transportation function, including a port authority; an Indian Tribe (as defined in 23 U.S.C. § 207(m)(1)); a Federal land management agency that applies jointly with a State or group of States; or a multi-State or multijurisdictional group of entities; and

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Purpose.** The purpose of this MOU is to outline the respective roles, responsibilities, and agreements of the County and the Authority with respect to the application for, and the administration, if awarded, of the Grant.
2. **Roles and Responsibilities of the County**
 - A. The County shall be the joint applicant with the Authority for the PROTECT grant.
 - B. The County has no obligation to contribute matching funds from its own resources for the project.
 - C. In the event the PROTECT Program is suspended or terminated, any agreement respecting the Grant is terminated, or the Grant proceeds are not received, the County shall have the right to terminate, without notice, this MOU and its relationship with the Authority.
3. **Roles and Responsibilities of the Authority**
 - A. The Authority shall be the Lead Applicant for the PROTECT Grant.
 - B. The Authority shall take the lead in drafting the PROTECT grant application and shall submit the grant application on Grants.gov.

- C. The Authority shall have primary responsibility for financial administration of the grant. The Authority shall be responsible for disbursing Grant proceeds in accordance with the terms and conditions of the Project-specific Grant Agreement (the "Grant Agreement") and all laws, rules, regulations, executive orders, policies, guidelines and requirements applicable to the Grant, including, without limitation, all applicable general and specific award conditions.
- D. The Authority shall be responsible for implementation of the Study and shall fully comply with all applicable laws, rules, regulations, executive orders, policies, guidelines and requirements with respect thereto, including, without limitation, those listed in the NOFO and those that are listed in the General Terms and Conditions that are attached to the Grant Agreement when executed and delivered by the parties (the "General Terms and Conditions"). In addition, the Authority will comply with any applicable state procurement and conflict of interest laws and all laws relating to discrimination, employment of unauthorized aliens, privacy, and maintaining a drug-free workplace. To the extent required by applicable federal, state or local laws, rules, regulations, executive orders, policies, guidelines and requirements, the Authority will require its employees, contractors and subcontractors to comply with specified laws in the performance of their jobs, contracts and agreements.
- E. The Authority shall be responsible for providing management of PROTECT grant reporting requirements. The Authority shall maintain detailed, complete, and accurate books, accounts, ledgers, and other records (collectively, the "Records") in accordance with generally accepted accounting practices and shall submit, as required by the Grant Agreement, including, without limitation, the General Terms and Conditions, all monitoring and/or reporting requirements relating to the Grant. The Records shall be subject to audit and shall be maintained by the Authority for at least the minimum period required by law. The Authority will, to the extent applicable, comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards, 2 CFR Part 200 (the "Uniform Requirements").
- F. The Authority shall be solely responsible for providing funds for any increase in cost of the Study required as a result of the actual cost of the Study exceeding the budgeted costs set forth in the application for the Grant.

Signed this day of August 22, 2023

By: Mark Viator, Port Director
Sabine Pass Authority



[Signature]
Jeff R. Branick, County Judge
Jefferson County

ATTEST *[Signature]*
Chief Deputy County Clerk
DATE 8-22-23



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 22ND day of AUGUST, 2023, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Cary Erickson, Commissioner of Precinct No. 2, the following Resolution was adopted:

RESOLUTION AUTHORIZING APPLICATION

A RESOLUTION OF JEFFERSON, TEXAS(the "Applicant"), DESIGNATING THE COUNTY JUDGE AS BEING RESPONSIBLE FOR THE APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE("TDA"), FOR THE PURPOSE OF PARTICIPATING IN TDA'S HOG OUT COUNTY GRANTS PROGRAM (the " Program") AND CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE.

WHEREAS, the Applicant is a Texas county and is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant acknowledges the Hog Out County Grants Program is designed to encourage counties across the state to make a concentrated and coordinated effort during the three month period of September 1, 2023 through August 31, 2024 to reduce the feral hog population in Texas; and

WHEREAS, the Applicant acknowledges that if the county is awarded funds, such funds must be used for the sole purpose of to continuing feral hog abatement activities within the county; and

WHEREAS, the Applicant wishes to authorize an official to represent the Applicant in dealing with TDA concerning the Program;

BE IT RESOLVED BY THE APPLICANT:

Section 1: That the Applicant hereby certifies that it is eligible to receive assistance under the Program.

SECTION 2: The Applicant hereby authorizes and directs the County Judge to act for the applicant in dealing with TDA for the purpose of the Program, and Jeff R. Branick, County Judge, is officially designated as the representative of the Applicant in this regard.

SECTION 3: The Applicant hereby specifically authorizes the above-named official to do all acts necessary to apply for and receive assistance from the Program related to feral hog abatement activities that will take place in Jefferson County during September 1, 2023 through August 31, 2024 and thereafter. Jeff R. Branick, County Judge, is authorized to execute on behalf of the Applicant any licenses or other documents required by TDA for Applicant's participation in the Program.

SIGNED this 22ND day of AUGUST, 2023



JUDGE JEFF R. BRANICK
County Judge



ABSENT

COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Request for County Feral Hog Grant

Statement of Purpose

Pursuant to the Texas Legislature, Texas A&M AgriLife Extension Service, Wildlife Services (WS) program hereby requests applications for County Feral Hog Abatement Grants (Grant). The Grant program (“Program”) is designed to encourage counties across the State of Texas to make a concentrated and coordinated effort to reduce the feral hog population and the damage caused by these animals throughout the year. Successful applicants will receive grants to initiate or continue feral hog abatement activities in their county. This document (“RFGA”) sets forth Program requirements and procedures.

Current abatement methods in Texas vary depending on the geographic terrain and vegetation. WS recognizes that the responsibility for management rests with landowners and local constituents who know the surrounding land and waterways, as well as the potential challenges to combating feral hogs. Through this program, the highest ranking counties will receive assistance to continue local activities which may range from educating the landowners on abatement methods, coordinating trapping and hunting programs, conducting aerial gunning and addressing public safety hazards related to feral hogs.

Projected Timeline of Events

July 14, 2023	Applications Available
August 25, 2023	Applications Due
October 1, 2023	Anticipated Award Date
August 31, 2024	Project End date

Eligibility

To be eligible for an award under the Program, the applicant must be a Texas county. The county must have or develop a method to accurately track the number of feral hogs taken in the county as well as documentation for other provisions included in the application (e.g. receipts for purchases, trap loan numbers, etc.) for the eligible period September 1, 2023-August 31, 2024.

Grantee Responsibilities and Accountability

Selected Applicants (grantees) will be responsible for conducting a project supported by the Program and for achieving the results described in the application. Each grantee shall monitor the day-to-day performance of the grant project to assure adherence to statutes, regulations, and grant terms and conditions. The grantee must carry out the activities described in the approved scope of work.

The grantee will be accountable for documenting the use of grant funds and must ensure funds are used solely for authorized purposes. The grantee must ensure:

- Funds are used only for activities covered by the approved project.

- Funds are not used in violation of the restrictions and prohibitions of applicable statutes and regulations.
- All budget and performance reports are completed in a timely manner.

Each grantee must ensure they have an adequate accounting system in place and good internal controls to ensure expenditures and reimbursements are reported and maintained for seven (7) years after the conclusion of the project.

Funding Parameters

Awards are subject to the availability of funds. If funds are not appropriated or collected for this Program, applicants will be informed accordingly.

WS will make awards after all applications are processed. Grant funds will be available on a cost reimbursement basis for county use on feral hog abatement expenditures during the grant term. A total of \$100,000 is available. WS anticipates awarding up to 15 grants ranging from \$5,000 to \$20,000 each. Applications will be reviewed through a competitive evaluation process.

Bounty programs may be included in a county's proposal, however WS will limit State funding of bounties to 50% of the amount actually paid out.

To receive grant funds, counties that are awarded Program grants must enter into a written agreement with Texas A&M AgriLife Extension Service. Grant funds will be distributed on a reimbursement basis after awarded counties submit proof of allowable expenditures.

WS reserves the right to accept or reject any or all applications submitted. WS is under no legal or other obligation to execute a grant award on the basis of a response submitted to this RFGA.

Public announcements and written notifications will be made to all applicants and their affiliated agencies, organizations, or institutions. Favorable decisions will indicate the amount of award, duration of the grant, and any special conditions associated with the project.

Due to reporting requirements from the Texas Legislature, written reports on accomplishments (including hogs removed) will be required by August 1, 2024.

Term of Funding or Duration of Projects

A Notice of Grant Award is *anticipated* to be made in October 2023. However, it is the intention of the legislature that Texas A&M AgriLife Extension Service continue to make available a level of funding similar to previous grants administered by the Texas Department of Agriculture (TDA). Counties may have continued feral hog projects following the conclusion of the TDA program. Therefore, approved projects may claim expenditures which have occurred since September 1, 2023. Projects under this funding request must be completed by August 31, 2024. No expenditures incurred after August 31, 2024 will be reimbursed.

Application Requirements

To be considered, applications must be complete and include all of the following information.

Grant Applications—Interested applicants must include all of the following information:

A narrative including:

- *County Information.* This is the name and address for the county.
- *Primary Program Contact.* This is the individual who can answer questions about the county's activities and performance.
- *Authorized Official.* This is the person legally able to bind the county in contracts or agreements, generally the county judge.
- *Previous Participation.* For counties which participated in the Feral hog grant program, a copy of the final report is required.
- *Description of Activities.* Include information on:
 - i. Description of the proposed program including abatement activities supported or used.
 - ii. Type and number of county-sponsored education program(s) about feral hog abatement technologies proposed; and
 - iii. A proposed budget (total cost for educational and operational activities, county share of bounty if proposed).
- *Certifications.* The authorized official must sign the application.

Evaluation and Selection Information

WS will conduct an administrative review to determine whether the applicant was responsive to the requirements of this RFGA. WS will take into consideration the status of any continuing project's progress.

Applications will be evaluated on the following criterion:

- The degree to which the proposal meets or supports established watershed or agricultural protection programs (*a maximum of 30 points will be awarded to those county proposals which are consistent with watershed protection plans or agricultural protection programs*).
- The estimated contribution of the proposal to removing feral hogs from the landscape (*a maximum of 30 points will be awarded for aspects of the project which contribute to fewer hogs, including trap loan programs, aerial hunting contracts, equipment purchased for control and bounties. NOTE: WS will only reimburse counties 50% of actual bounties paid. Counties planning on bounty programs need to state the total bounty pool and the county commitment to the remaining 50%. Programs which remove feral hogs but contribute to perpetuation of hogs as a resource may not receive full points.*)
- The number of landowner outreach events planned or conducted from September 1, 2023 through August 31, 2024 which include at least 1 hour of feral hog management topics, including biology, management strategies and damage assessment. We recognize that outreach in the post-pandemic environment will be challenging and encourage applicants to develop adaptive and innovative outreach plans. Media articles, 4-H presentations and collaborations with schools may be included in outreach planning (*a maximum of 5 points per event planned and 10 points per event conducted up to 20 points per application will be awarded*).
- The degree to which the county project conducts a formalized damage and control assessment (*a maximum of 10 points will be awarded if the county project records*

numbers of feral swine removed and up to 10 additional points will be recorded for a formalized county level damage assessment).

WS will include outside reviewers in evaluating proposals. County Primary Point of Contact may be queried during the evaluation process to clarify proposals.

Deadline for Submission of Responses

LATE APPLICATIONS WILL NOT BE ACCEPTED.

Only materials actually received by WS by 5:00 pm CDT on application due date will be reviewed as part of the application. Applicant will not be allowed to supplement the application after the application deadline.

One complete application package, including narrative and final reports (if applicable) must be **received by WS before close of business (5:00 p.m. CT) on Friday, August 25, 2023.** It is the applicant's responsibility to ensure the timely delivery of all required materials.

WS will send an acknowledgement receipt by email indicating the application was received.

Preferred:

Electronic Version

Email: Michael.J.Bodenchuk@usda.gov

Email subject line must contain the program and applicant name (Ex: 2024 Feral Hog Grant– Travis County). The respondent is solely responsible for ensuring that their complete electronic submission is sent to, and actually received by, WS in a timely manner and at the proper destination server.

IMPORTANT NOTE: All submissions must be sent in Microsoft Word or other Word compatible format or as .PDF files. Unreadable submissions may be deemed unresponsive and will not be reviewed for funding consideration.

WS takes no responsibility for electronic bids that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software. WS will send an acknowledgement receipt by email indicating the application was received.

Hard Copy Submissions.

All applications must be **received** by WS (P.O. Box 690170, San Antonio, TX 78269) by closing date and time. Applications will be documented with a date/time stamp for receipt documentation purposes.

For questions regarding submission of the application and/or WS requirements, please contact WS at (210) 561-3801, or by email at Michael.J.Bodenchuk@usda.gov

Successful Application Requirements

Reporting. Selected applicants will be required to submit periodic performance reports. Reporting timelines will be provided in the grant agreement. As part of WS's ongoing monitoring of grant funds, grantees must show both a strong progress of work completed on all projects as well as financial progress. Failure to comply with reporting requirements may result in the withholding of a request for reimbursement and/or termination of the award.

Budget Development Information.

- A. Payment.** *Selected grantees will be paid on a cost reimbursement basis.* Grantees will be required to submit payment requests quarterly, but no more frequently than monthly in order to show significant financial and programmatic progress. Payment requests must include sufficient detail and supporting documentation. Backup detail may include, but is not limited to, documentation of personnel expenses, or copies of invoices.
- B. Payment Schedule.** Up to 90% of the total grant award may be reimbursed provided the work for which payment is requested has been completed and proper documentation has been submitted. The remaining 10% will only be disbursed once all reporting requirements have been met, including, but not limited to, the final performance report.
- C. Eligible Expenses.** Generally, expenses that are necessary and reasonable for proper and efficient performance and administration of the project are eligible. Examples of eligible expenditures include:
1. Personnel costs – including salary and benefits related to temporary or event staff, grant funds may not be used to pay for existing employees in the performance of their day-to-day duties;
 2. Direct operating expenses that directly relate to project activities, this may include facility rental or other workshop related expenses (note: meals, food, or beverages of any kind are not considered an eligible expense);
 3. Supplies that cost less than \$5,000, such as office supplies, printing services, and materials needed to accomplish the proposed project;
 4. Contracts – agreements made with a third-party to perform a portion of the award;
 5. Controlled Assets are defined as certain items valued \$500.00 - \$4,999.99 which must also be inventoried,
<https://fmx.cpa.texas.gov/fmx/pubs/spaproc/appendices/appa/index.php>; and
 6. If grant funds are proposed to be used to fund bounty efforts, Grantee must have a written policy implemented to prevent the intentional breeding and raising of feral hogs for the purpose of meeting bounty requirements. **Bounty-related grant fund reimbursement is limited to 50% of the bounty paid and a maximum of \$5.00 per feral hog.**

- D. Ineligible Expenses.** Expenses may be prohibited by state or federal law or determined to be ineligible by program guidelines. Examples of these expenditures include, but are not limited to the following:
1. Alcoholic beverages;
 2. Entertainment;
 3. Contributions, charitable or political;
 4. Expenses falling outside of the contract period;
 5. Items not listed in the project budget or an approved amendment;
 6. Expenses that are not adequately documented;
 7. Travel, including but not limited to mileage reimbursement, meals and lodging; and
 8. Meals, food or beverage costs of any kind, including those associated with an educational workshop.

It is important to ensure that all costs meet the criteria, of allowable, allocable, and reasonable.

General Information

Selected applicants will receive a Notice of Grant Award (NGA) letter and an official Grant Agreement from WS. The NGA is not legally binding until a grant agreement is fully executed.

WS reserves the right to fund projects partially or fully. WS reserves the right to negotiate individual elements of any application and to reject any and all applications. Where more than one application is acceptable for funding, WS may request cooperation between grantees or revisions/adjustments to an application in order to avoid duplication and to realize the maximum benefit to the state. Selected projects will receive funding on a cost-reimbursement basis.

WS reserves the right to reject all applications and is not liable for costs incurred by the Applicant in the development, submission, or review of the application; or costs incurred by the Applicant prior to the effective date of grant agreement.

Right to Amend or Terminate Program

WS reserves the right to alter, amend, or clarify any provisions, terms, or conditions of this program or any grant awarded as a result thereof, or to terminate this program at any time prior to the execution of an agreement, if WS deems any such action to be in the best interest of WS and of the State of Texas. The decision of WS will be administratively final in this regard.

Proprietary Information/Public Information

If it is necessary for Grantee to include confidential, proprietary, trade secret or privileged information (Proprietary Information) in its application or other submitted information, Grantee must clearly mark and label all Proprietary Information in 14-point or higher bold font on each page as it appears, and identify the specific exception to disclosure in the Texas Public Information Act (PIA) for each specific piece of Proprietary Information. Additionally, all Proprietary Information must be segregated in a separate and discrete section of the application or other submitted information, which must be able to be conveniently separated and detached from the other sections of the application.

Failure to properly label, identify and segregate any Proprietary Information in the application or other submitted information may result in all such information or material being disclosed as public information.

Unless specifically exempt from disclosure under the PIA, all applications and materials submitted under this program are subject to release under the PIA.

Conflict of Interest

The Applicant is required to disclose any existing or potential conflicts of interest relative to this grant program. Failure to disclose any such relationship may result in the Applicant's disqualification or termination of any resulting grant agreement.

General Compliance Information

1. Grantees must comply with WS's reporting requirements and financial procedures outlined in the grant agreement. Any delegation by the Grantee to a subcontractor regarding any duties and responsibilities imposed by the grant award must be approved in advance by WS and shall not relieve the Grantee of its responsibilities to WS for their performance.
2. All grant awards are subject to the availability of funds appropriated and authorized by the Texas Legislature.
3. Grantees must remain in full compliance with state and federal laws and regulations. Non-compliance may result in termination of the grant or ineligibility for reimbursement of expenses.
4. Grantees must keep a separate bookkeeping account with a complete record of all expenditures relating to the project. Records shall be maintained for seven (7) years after the completion of the project, or as otherwise agreed upon with WS. WS and the Texas State Auditor's Office (SAO) reserve the right to examine all books, documents, records, and accounts relating to the project at any time throughout the duration of the agreement and for three years immediately following completion of the project. If any litigation, claim, negotiation, audit or other action is initiated prior to the expiration of the retention period, then the records must be retained until authorized by WS. WS and the SAO shall have access to the physical locations related to project activities.
5. If the Grantee has a financial audit performed during the time the Grantee is receiving funds from WS, upon request, WS shall have access to information about the audit, including the audit transmittal letter, management letter, and any schedules in which the Grantee's funds are included.
6. Grantees must comply with Texas Government Code, Chapter 783, Uniform Grant and Contract Management, and the Uniform Grant Management Standards (UGMS) and 2 CFR Part 200.

Application must be received by: **Friday, August 25, 2023**. Late or incomplete applications will not be considered.

County Information

County Name: JEFFERSON

Mailing Address: 1149 PEARL, 4th FLOOR
Street Address

BEAUMONT, TX 77701
City State Zip Code

Physical Address: SAME
Street Address

City State Zip Code

Contact Personnel

(1) Name of Primary Program Contact *(This person can answer day-to-day questions about the project.)*

Full Name: FRED JACKSON Mr. Dr.
First Last Ms. Other _____

Position Title: STAFF ATTORNEY

Email Address: fred.jackson@jeffco.tx.us

Phone: (409) 835-8566 Ext. _____ Alt #:() -

(2) Name of Authorized Official *(This person is authorized to enter into legal agreements on behalf of the organization. This person's name will appear on the grant agreement for signature.)*

Full Name: JEFF BRANICK Mr. Dr.
First Last Ms. Other JUDGE

Position Title: COUNTY JUDGE

Email Address: jeff.branick@jeffco.tx.us

Phone: (409) 835-8566 Ext. _____ Alt #:() -

X 

Program Information

Previous Participation

- Has your County previously participated in the feral hog abatement grants? Yes No
- If yes, what years? 2010 - PRESENT
- Has your County previously received a grant through any TDA or Texas A&M AgriLife Extension Service feral hog abatement program? Yes* No
- If yes, what years? 2010 - PRESENT

Quantifiable Information and Description of Activities

Please provide a narrative describing the feral hog abatement program and your use of the funds. Include as much detail as necessary for the reviewers to evaluate your proposal against the evaluation criteria. Include budget, past final reports and bounty pool commitments as appropriate.

Jefferson County is situated on the coastal prairie with urban and suburban populations, rural communities, rice fields, and coastal marshes. While being an urban county there is still over \$121 million dollars annual revenue for agriculture products. Primary commodities are rice with 25,000 + acres, cattle with 40,000 head, hay, and turf farms. Feral hogs have a substantial economic impact on agriculture especially rice production in Jefferson County.

Feral hogs are nearing the city of Beaumont at Tyrrell Park causing problems with the botanical gardens, cattail marsh, golf areas, and cause a public safety concern at both local airports. Now, the Lower Neches and Hillebrandt Bayou watershed is in an impaired state from e coli. A great emphasis has been placed on the numbers of feral hogs within this watershed as a contributing factor for the impairment.

Three corral traps total will be purchased with grant funds to be used by the county agent, Livestock Control Officers and on a loaner program to landowners.

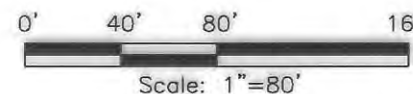
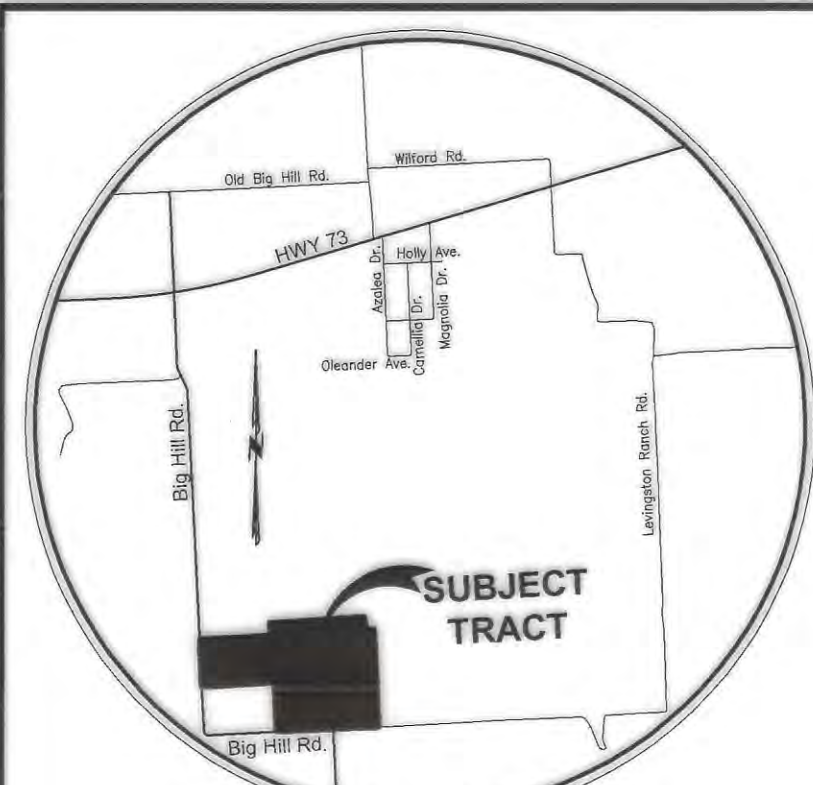
There will be a minimum of three feral hog educational programs in Jefferson County during this grant period for landowners and agriculture producers. Additionally, feral hog control will be a topic for at least one radio segment and 2 news segments on the local TV stations with the local county agents. Education will focus on awareness, safety, control, disease, and water quality. Programming will focus on legal methods, management/ control, food, personal safety, disease, and public awareness. Educational program attendees will be trained on proper trapping techniques. After attending educational programs, attendees will have access to using trapping equipment.

The success for the removal efforts will be determined in year 1 by increased crop yields, available grazing forages, and reductions of bacterial and nutrient contamination in waterways and watersheds. Surveys will be conducted, and numbers will be compiled from time stamp pictures to verify taken hogs to determine success with trapping program. Educational success will be determined at each educational program by administering in-depth evaluations assessing pre and post program knowledge and understanding. Additionally, evaluations will collect data to determine adoption of best management practices. Economic impact will be collected to combine with removal successes to determine a more accurate picture of effectiveness.

Jefferson County appreciates your consideration of this grant application for the maximum amount of funding as allowable through the program.

Proposed Budget

Corral Traps	\$9,000 (total of 3 traps @ \$3,000 per trap)
Bait	\$500
Trap construction equipment	\$500 (t-post, wire, and miscellaneous supplies)
Aerial Gunning	\$5000
Total Award requested	\$15,000



CERTIFICATION OF OWNERSHIP

THE STATE OF TEXAS
 COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, That I, Holly Jean Phillips, formerly known as Holly Jean Hallmark, Owner of the remainder of 80.87 acres, out of the T. & N.O. R.R. Co. Survey, Section No. 147, Abstract No. 368, Jefferson County, Texas, as conveyed to me by deed dated July 5, 2011 and recorded in Clerk's File No. 2011022002, Official Public Records, Jefferson County, Texas, DO HEREBY SUBDIVIDE 14.151 acres of land out of the T. & N.O. R.R. Co. Survey, Section No. 147, Abstract No. 368, to be known as the PHILLIPS ESTATES NO. 1, 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 11th day of August, A.D., 2023.

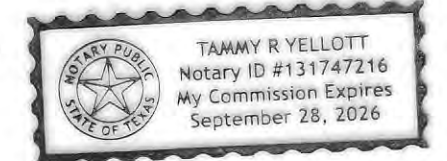
By Holly Jean Phillips
 Holly Jean Phillips

THE STATE OF TEXAS
 COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Holly Jean Phillips, 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 11th day of August, A.D., 2023.

By Tammy R. Yellott
 Notary Public, in and for the State of Texas



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 Falgout, 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

RECORDED: ON THIS _____ DAY OF _____, A.D. 2023.

AT _____ M. JEFFERSON COUNTY, TEXAS

DEPUTY

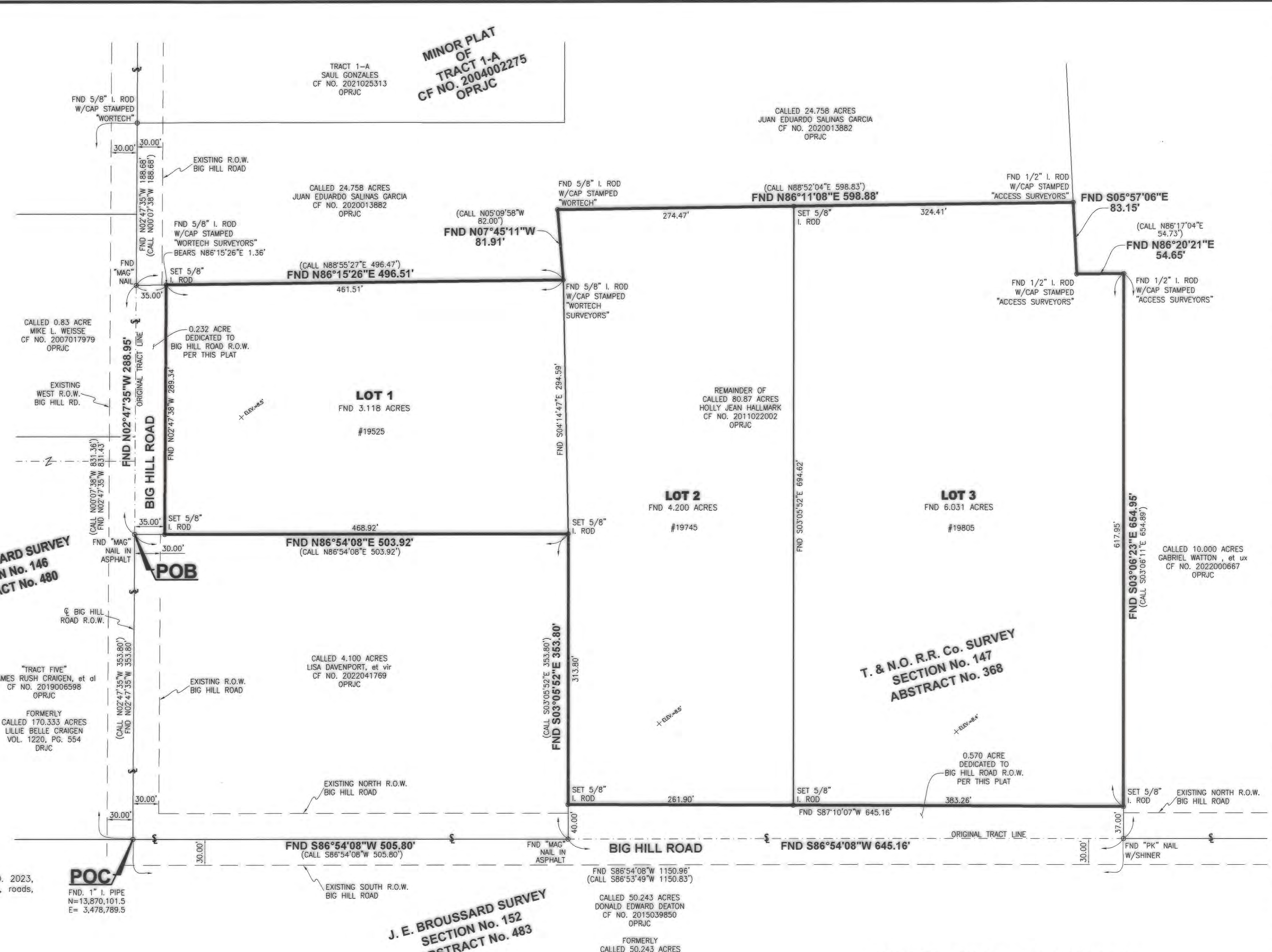
COUNTY CLERK

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

COUNTY, TEXAS



ON SITE SEWAGE FACILITY (OSSF)

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)
SINGLE FAMILY (1-2 BEDROOMS) LESS THAN 1500 SQ. FT.	225	6428	180	5143
SINGLE FAMILY (3 BEDROOMS) LESS THAN 2500 SQ. FT.	300	8571	240	6857
SINGLE FAMILY (4 BEDROOMS) LESS THAN 3500 SQ. FT.	375	10714	300	8571
SINGLE FAMILY (5 BEDROOMS) LESS THAN 4500 SQ. FT.	450	12857	360	10286
SINGLE FAMILY (6 BEDROOMS) LESS THAN 5500 SQ. FT.	525	15000	420	12000

NOTES:

- PLAT IS DRAWN FOR PROPERTY CONVEYANCE ONLY. IMPROVEMENTS VISIBLE OR OTHERWISE, ARE NOT SHOWN ON THIS PLAT.
- ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. ALL DISTANCES AND ACRES ARE SURFACE.
- NO PERSON SHALL INSTALL ANY CULVERT IN ANY DRAINAGE DITCH, INCLUDING ROADSIDE DITCHES, EXCEPT AS PERMITTED FOR DRIVEWAYS.

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

SCHOOL DISTRICT NOTE:
 THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT INDEPENDENT SCHOOL DISTRICT.

FEMA FLOOD PLAIN NOTE:
 PLATTED PARCEL(S) OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF FLOOD ZONE "A14" AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL #480385-0400 B, DATED JUNE 1, 1983. FEMA FLOOD ZONE "A14" ARE AREAS OF THE 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED.

UTILITY NOTES:
 ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENERGY TEXAS, INC.
 TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
 GAS UTILITY SERVICE WILL BE PROVIDED BY: N/A
 WATER UTILITY SERVICE WILL BE PROVIDED BY: WELL
 SEWER UTILITY SERVICE WILL BE PROVIDED BY: ON-SITE WASTE WATER SYSTEM
 CABLE UTILITY SERVICE WILL BE PROVIDED BY: SATELLITE

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

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

BENCHMARK:
 ALL ELEVATIONS ARE REFERENCED TO NATIONAL VERTICAL GEODETIC DATUM OF 1929 (NGVD29), AND BASED UPON FEMA MONUMENT RM34, DISK ALONG STATE HIGHWAY 124 IN FRONT OF FIRST BAPTIST CHURCH, HAVING AN ELEVATION OF 14.84 FEET, AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL #480385-0245 C, DATED AUGUST 6, 2002.

CERTIFICATION OF SURVEYOR:

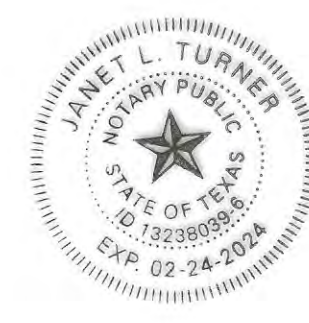
I, MICHAEL L. CHOATE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION 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 HAND AND SEAL OF OFFICE THIS 11th DAY OF August, 2023.

By Janet L. Turner
 Notary Public, State of Texas



Legal Description: 14.151 Acre Tract or Parcel of Land T. & N.O. R.R. Co. Survey, Section No. 147, Abstract No. 368 Jefferson County, Texas

BEING an 14.151 acre tract or parcel of land situated in the T. & N.O. R.R. Co. Survey, Section No. 147, Abstract No. 368, Jefferson County, Texas, and being out of and a part of that certain called 640 acre tract of land as described in a deed from J.R. Clark to Nicholas A. Gallagher as recorded in Volume 12, Page 208, Deed Records, Jefferson County, Texas, said 640 acre tract of land being part of all of the property as conveyed unto Right Reverend Christopher E. Byrne, Bishop of Galveston and successor to the Right Reverend Nicholas A. Gallagher, by James M. Kirwin and Edward A. Kelly, Trustees and Independent Executors of the Will and of the Estate of the Right Reverend Nicholas A. Gallagher, Deceased, as recorded in Volume 182, Page 637, Deed Records, Jefferson County, Texas, and said 640 acre tract of land being part of all of the property as conveyed unto the Most Reverend W.L. Nolis, former Coadjutor Bishop of Galveston and now Bishop of Galveston, by Robert E. Lucey, Archbishop of San Antonio, Vincent M. Harris, Chancellor of the Diocese of Galveston, James T. Fleming of LaPorte, Texas, and John J. Casato, Administrator of Holy Name Parish of Houston, as Independent Executors and Devisees under the Will of the Estate of the Most Reverend Christopher E. Byrne, Deceased, Late Bishop of Galveston, as recorded in Volume 825, Page 406, Deed Records, Jefferson County, Texas, and furthermore, said 640 acre tract of land being part of all of the property as conveyed unto the Most Reverend Vincent M. Harris, as Bishop of Beaumont, by John L. Markovits, Apostolic Administrator and Coadjutor Bishop of Galveston-Houston, as recorded in Volume 1485, Page 434, Deed Records, Jefferson County, Texas, and continuing, being out of and a part of that certain called 80.87 acre tract of land as described in a "Special Warranty Deed" from the Most Reverend Joseph A. Galante, Bishop of the Roman Catholic Diocese of Beaumont, to Phil Hallmark and wife, Holly Hallmark, as recorded in Clerk's File No. 1999012300, Official Public Records, Jefferson County, Texas, and furthermore, being out of and a part of the remainder of that certain called 80.87 acre tract of land, as described in a "General Warranty Deed" from Philip Taylor Hallmark to Holly Jean Hallmark as recorded in Clerk's File No. 2011022002, Official Public Records, Jefferson County, Texas, said 14.151 acre tract being more particularly described as follows:

NOTE: All bearings and coordinates are referenced to the Texas Coordinate System of 1983, South Central Zone. All distances and acreages are surface. All set 5/8" iron rods are set with red caps stamped "Whiteley."

COMMENCING at a 1" iron pipe found (in rock driveway) for the Easternmost Southeast corner of that certain called 170.333 acre tract of land as conveyed to Lillie Belle Craigen by partition deed as recorded in Volume 1220, Page 554, Deed Records, Jefferson County, Texas, and the Southeast corner of the J.E. Broussard Survey, Section No. 146, Abstract No. 480, Jefferson County, Texas, and the Southwest corner of that certain called 4.100 acre tract of land as described in a "Warranty Deed with Vendor's Lien" from Holly Jean Hallmark, now known as Holly Phillips, to Lisa Davenport and Terry Davenport, married to each other, as recorded in Clerk's File No. 2022041769, Official Public Records, Jefferson County, Texas, same being the Southwest corner of the said T. & N.O. R.R. Co. Survey, Section No. 147, Abstract No. 368, and being in the North line of that certain called 50.243 acre tract of land as described in a "General Warranty Deed" from the Federal Land Bank of Houston to Bruce Wilber Pipkin as recorded in Vol 1715, Page 408, Deed Records, Jefferson County, Texas, same being the North line of the J.E. Broussard Survey, Section No. 152, Abstract No. 483, Jefferson County, Texas, and the centerline of the existing right of way of Big Hill Road (based on a width of 80 feet), and furthermore, said corner also being a grid coordinate of N: 13,870,101.5, and E: 3,478,789.5;

THENCE NORTH 02°47'35" WEST, along and with the West line of the said 4.100 acre Davenport tract, same being the West line of the said T. & N.O. R.R. Co. Survey, Section No. 147, Abstract No. 368, and the East line of the said 170.333 acre Lillie Belle Craigen tract, same being the East line of the said J.E. Broussard Survey, Section No. 146, Abstract No. 480, for a distance of 353.80 feet to a Mag nail found (in asphalt road) for the Westernmost Southwest corner, and POINT OF BEGINNING, of the tract herein described, said corner being the Northwest corner of the said 4.100 acre Davenport tract, said corner also being the Westernmost Southwest corner of the remainder of the said Holly Jean Hallmark tract;

THENCE NORTH 02°47'35" WEST, along with the boundary between the tract herein described and the East line of the said J.E. Broussard Survey, Section No. 146, Abstract No. 480, same being the West line of the said T. & N.O. R.R. Co. Survey, Section No. 147, Abstract No. 368, and a Westerly line of the remainder of the said Holly Jean Hallmark tract, for a distance of 288.95 feet to a Mag nail found (in asphalt road) for corner, said corner being the Southeast corner of that certain called 24.758 acre tract of land, as described in a "General Warranty Deed" from Frank Elliot Strawther and wife, Kristen Albright Strawther, to Juan Eduardo Salinas Garcia as recorded in Clerk's File No. 2020013882, Official Public Records, Jefferson County, Texas, from which, a 5/8" iron rod with yellow cap stamped "Wortech Surveyors" found (in asphalt road) for an exterior ell corner of the said 24.758 acre Garcia tract bears NORTH 02°47'35" WEST a distance of 186.68 feet;

THENCE NORTH 86°15'26" EAST, along and with the boundary between the tract herein described and a Southerly line of the said 24.758 acre Garcia tract, same being a Northerly line of the remainder of the said Holly Jean Hallmark tract, passing at a distance of 35.00 feet to a 5/8" iron rod set for the East right of way line of Big Hill Road, and passing at a distance of 36.36 feet to a found 5/8" iron rod with yellow cap stamped "Wortech Surveyors", and continuing for a total distance of 496.51 feet to a 5/8" iron rod with yellow cap stamped "Wortech Surveyors" found for corner, said corner being an exterior ell corner of the said 24.758 acre Garcia tract;

THENCE NORTH 07°45'11" WEST, along and with the boundary between the tract herein described and an Easterly line of the said 24.758 acre Garcia tract, same being a Westerly line of the remainder of the said Holly Jean Hallmark tract, for a distance of 61.95 feet to a 5/8" iron rod with yellow cap stamped "Wortech Surveyors" found for corner, said corner being an interior ell corner of the said 24.758 acre Garcia tract;

THENCE NORTH 86°11'08" EAST, along and with the boundary between the tract herein described and a Southerly line of the said 24.758 acre Garcia tract, same being a Northerly line of the remainder of the said Holly Jean Hallmark tract, for a distance of 598.88 feet to a 1/2" iron rod with pink cap stamped "Access Surveyors" found for corner, said corner being the Southeast corner of the said 24.758 acre Garcia tract, and being an angle point of that certain called 10.000 acre tract of land, as described in a "General Warranty Deed (with Third Party Vendor's Lien)" from Holly Jean Hallmark, now known as Holly Phillips and Otto S. Phillips, Jr., wife and husband, to Gabriel Watton and Tiffany Watton, husband and wife, as recorded in Clerk's File No. 202200667, Official Public Records, Jefferson County, Texas;

THENCE SOUTH 05°57'06" EAST, along and with the boundary between the tract herein described and a Westerly line of the said 10.000 acre Watton tract, same being an Easterly line of the remainder of the said Holly Jean Hallmark tract, for a distance of 63.15 feet to a 1/2" iron rod with pink cap stamped "Access Surveyors" found for corner, said corner being an exterior ell corner of the said 10.000 acre Watton tract;

THENCE NORTH 86°20'21" EAST, along and with the boundary between the tract herein described and a Southerly line of the said 10.000 acre Watton tract, same being an Easterly line of the remainder of the said Holly Jean Hallmark tract, for a distance of 54.65 feet to a 1/2" iron rod with pink cap stamped "Access Surveyors" found for corner, said corner being an interior ell corner of the said 10.000 acre Watton tract;

THENCE SOUTH 03°06'23" EAST, along and with the boundary between the tract herein described and a Westerly line of the said 10.000 acre Watton tract, same being an Easterly line of the remainder of the said Holly Jean Hallmark tract, passing at a distance of 617.95 feet to a 5/8" iron rod set for the North right of way line of Big Hill Road, and continuing for a total distance of 654.95 feet to a "PK" nail with shiner found (in asphalt road) for corner, said corner being the Southwest corner of the said 10.000 acre Watton tract and being in the North line of the said 50.243 acre Pipkin tract, same being the North line of the said J.E. Broussard Survey, Section No. 152, Abstract No. 483, and the South line of the said T. & N.O. R.R. Co. Survey, Section No. 147, Abstract No. 368, same being the South line of the remainder of the said Holly Jean Hallmark tract;

THENCE SOUTH 86°54'08" WEST, along and with the boundary between the tract herein described and the North line of the said 50.243 acre Pipkin tract, same being the North line of the said J.E. Broussard Survey, Section No. 152, Abstract No. 483, and the South line of the said T. & N.O. R.R. Co. Survey, Section No. 147, Abstract No. 368, same being a Southerly line of the remainder of the said Holly Jean Hallmark tract, for a distance of 645.15 feet to a Mag Nail found (in asphalt) for corner, said corner being the Southeast corner of the above reference 4.100 acre Davenport tract;

THENCE NORTH 03°05'52" WEST, along and with the boundary between the tract herein described and the East line of the said 4.100 acre Davenport tract, same being a Westerly line of the remainder of the said Holly Jean Hallmark tract, passing at a distance of 40.00 feet to a 5/8" iron rod set for the North right of way line of Big Hill Road, and continuing for a total distance of 353.80 feet to a 5/8" iron rod with cap stamped "Whiteley Oliver" found for corner, said corner being the Northeast corner of the said 4.100 acre Davenport tract, said corner also being an interior ell corner of the remainder of the said Holly Jean Hallmark tract;

THENCE SOUTH 86°54'08" WEST, along and with the boundary between the tract herein described and the North line of the said 4.100 acre Davenport tract, same being a Southerly line of the said Holly Jean Hallmark tract, for a distance of 503.92 feet to the POINT OF BEGINNING, and continuing, along and with the boundary between the tract herein described and the North line of the said 4.100 acre Davenport tract, same being a Southerly line of the said Holly Jean Hallmark tract, therefore leaving 13.349 Net Acres of land, more or less, within the right of way of Big Hill Road, therefore leaving 13.349 Net Acres of land, more or less.

14.151 ACRES 3 LOTS

MINOR PLAT OF PHILLIPS ESTATES NO. 1

A SUBDIVISION OUT OF AND PART OF J.E. BROUSSARD SURVEY SECTION NO. 146, ABSTRACT NO. 480 JEFFERSON COUNTY, TEXAS

PREPARED BY:

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