

Special, 8/29/2023 10:30:00 AM

BE IT REMEMBERED that on August 29, 2023, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

*Notice of Meeting and Agenda
August 29, 2023*

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
August 29, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **29th** 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:

9:30 am – WORKSHOP - To discuss Wildfire Protection Planning Grants.

11:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

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:

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

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.

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

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

Notice of Meeting and Agenda
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PURCHASING:

- (a). Consider and approve specifications for Invitation for Bid (IFB 23-053/MR) Term Contract for Aviation Fuel for Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 11 - 72

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (b). Consider and approve, execute, receive and file a contract extension for (IFB 19-040/YS) Term Contract for Road Building Materials for Jefferson County with Gulf Coast, a CRH Company, Martin Marietta Materials, Inc. and Vulcan Construction Material, LLC for an additional 55 days to expire on October 31, 2023 with pricing increases due to material pricing increases as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 73 - 87

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve budget transfer– Parks – additional cost for materials and equipment..

SEE ATTACHMENTS ON PAGES 88 - 88

116-0611-452-3001	ASPHALT	\$12,340.00	
116-0611-452-1005	EXTRA HELP		\$12,340.00
116-0609-452-3084	MINOR EQUIPMENT	\$4,000.00	
116-0609-452-1005	EXTRA HELP		\$4,000.00

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

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- (b). Consider and approve budget transfer – Sheriff – replacement of wrecked vehicle.

SEE ATTACHMENTS ON PAGES 89 - 89

120-3059-421-6007	AUTOMOBILES	\$46,000.00	
120-3059-421-5016	CRIMINAL INVESTIGATION		\$17,000.00
120-3059-421-5077	CONTRACTUAL SERVICE		\$29,000.00

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (c). Consider and approve budget transfer– Juvenile Detention – additional cost for food and repairs.

SEE ATTACHMENTS ON PAGES 90 - 90

120-3064-424-4009	BUILDINGS AND GROUNDS	\$8,000.00	
120-3064-424-3033	FOOD	\$5,000.00	
120-3064-424-5077	CONTRACTUAL SERVICE	\$3,000.00	
120-3064-424-1002	ASSISTANTS & CLERKS		\$16,000.00

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (d). Consider and approve budget transfer– Marine Division – replacement of air conditioning unit.

SEE ATTACHMENTS ON PAGES 91 - 91

865-3054-421-6014	BUILDINGS AND STRUCTURES	\$8,000.00	
865-3054-421-4009	BUILDINGS AND GROUNDS		\$8,000.00

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

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- (e).Receive and file grant award from High Intensity Drug Trafficking Area (HIDTA) program for \$16,200, award number G23HN0029A, and no match required. Grant will aid in the investigation and prosecution of drug offenses in our region.

SEE ATTACHMENTS ON PAGES 92 - 111

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (f).Consider and approve renewal of Title IV-E Child Welfare and Legal Services Contracts with the Texas Department of Family and Protective Services. Renewal dates are 10/01/2023 to 09/30/2024.

SEE ATTACHMENTS ON PAGES 112 - 147

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (g).Consider and approve electronic disbursement for \$936,435.54 to State Comptroller for Intergovernmental Governmental Transfer for Jefferson County Local Provider Participation Fund for the Uncompensated Care Program.

NO ATTACHMENTS

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (h).Regular County Bills – check #509395 through check #509601.

SEE ATTACHMENTS ON PAGES 148 - 156

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

COUNTY CLERK:

- (a). Consider and possibly approve, execute, receive and file Amended Order calling for a Constitutional Amendment, Special and Joint Election to be held on November 7, 2023. The Order is being amended to reflect changes in Election Day Polling Locations.

SEE ATTACHMENTS ON PAGES 157 - 162

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

- (b). Consider and possibly approve, execute, receive and file Amended Order calling for the Special Election of ESD #5 to be held on November 7, 2023. The Order is being amended to reflect changes in Election Day Polling Locations.

SEE ATTACHMENTS ON PAGES 163 - 166

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

- (c). Consider, execute, receive and file Notice calling for the Constitutional Amendment, Special and Joint Election Election for November 7, 2023.

SEE ATTACHMENTS ON PAGES 167 - 169

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

TAX OFFICE:

- (a). Consider and approve an erroneous or overpayment property tax refund to Kent Lavergne in the amount of \$5,205.12 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 170 - 173

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

Notice of Meeting and Agenda
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- (b). Consider and approve an erroneous or overpayment property tax refund to Hudson Title Group, LLC, Southlake Escrow Account in the amount of \$6,249.87 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 174 - 177

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (c). Consider and approve an erroneous or overpayment property tax refund to Hudson Title Group, LLC, Southlake Escrow Account in the amount of \$5,591.86 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 178 - 181

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

ENGINEERING DEPARTMENT:

- (a). Consider and possibly approve a Minor Plat of Mason Estates Addition, a subdivision out of and part of James Gerish, Sr., Abstract No. 24, Jefferson County, Texas. This Minor Plat is located off of South Pine Island Road in Precinct #1 and is in City of Beaumont ETJ. This Minor Plat has met all of Jefferson County and City of Beaumont plating requirements.

SEE ATTACHMENTS ON PAGES 182 - 182

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (b). Execute, receive and file Utility Permit 10-U-23 to AT&T Communications for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of fiber optic conduit along Jefferson County roads. This project is located in Precinct #4.

SEE ATTACHMENTS ON PAGES 183 - 202

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

- (c).Execute, receive and file Utility Permit 11-U-23 to AT&T for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of fiber optic conduit along Jefferson County roads. This project is located in Precinct #2.

SEE ATTACHMENTS ON PAGES 203 - 213

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

SHERIFF'S DEPARTMENT:

- (a).Consider and possibly approve a Resolution recognizing Shaun Miller for his 16 years and 3 months of service to the Jefferson County Sheriff's Department and wishing him well in retirement.

SEE ATTACHMENTS ON PAGES 214 - 215

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

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
August 29, 2023

Special, August 29, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, August 29, 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 29, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 23-053/MR) Term Contract for Aviation Fuel for Jack Brooks Regional Airport**. 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 Aviation Fuel for Jack Brooks Regional Airport
BID NUMBER: IFB 23-053/MR
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, October 4, 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

<p>PUBLISH: Beaumont Enterprise: August 30, 2023 & September 6, 2023</p>

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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>

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 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>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>	
None	<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>	2 CFR 200.322(a)(b)(1) (2)
None	<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>	2 CFR 200.112

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

REQUIRED FORM

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

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, October 4, 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 22, 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)						
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Controlling</th> <th style="width: 50%;">Intermediary</th> </tr> <tr> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Controlling	Intermediary	X			X
Controlling	Intermediary								
X									
	X								
	VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.								
	VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.								
5 Check only if there is <u>NO</u> Interested Party. CHECK BELOW IF APPLICABLE									
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. My name is _____, and my date of birth is _____ My address is _____ (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____. (month) (year) <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>									
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 23-053/MR) Term Contract for Aviation Fuel for Jack Brooks Regional Airport

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

<p>REQUIRED FORM</p>

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

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 not 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 23-053/MR.

SCOPE OF PROJECT:

It is the intent of Jefferson County to solicit aviation fuel bids for the Jack Brooks Regional Airport. **The contract shall be for a period of three (3) years from November 1, 2023 through October 31, 2026.**

Price Formula

Price for AV Gas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

Price for Jet A is the price in effect at the time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline mid using Monday through Friday average effective on Tuesdays, plus freight, plus bidder's markup per gallon, plus tax in effect.

Prices will be based on the previous week's average. The Weekly report will be the reference for prices for all purchases made beginning the following Wednesday for a period of one (1) week, which would be from Wednesday through Tuesday.

Bidder will furnish a computer printout each week showing the above calculations and prices in effect for the period, to be emailed to Megan Kitchens, Airport Financial Analyst at megan.kitchens@jeffcotx.us and Elisabeth LeBlanc, Airport Fuel Supervisor at Elisabeth.leblanc@jeffcotx.us.

All price changes will be emailed to Megan Kitchens, Airport Financial Analyst at megan.kitchens@jeffcotx.us and Elisabeth LeBlanc, Airport Fuel Supervisor at elisabeth.leblanc@jeffcotx.us and any other airport personnel as requested.

Bids not based on the above formula prices shall be rejected.

Quote F.O.B. delivered to storage tanks, Jack Brooks Regional Airport, Beaumont, Texas, with delivery and unloading charges prepaid. Bidder bears freight charges.

As of August 15, 2023, Jefferson County is subject to and pays taxes and fees as follows:

Tax or Fee	AV Gas Low Lead 100	Jet A
FET	\$0.19400	\$0.24300
Fed Lust	\$0.00000	\$0.00100
Fed Oil Spill	\$0.00214	\$0.00214
Fed Superfund Fee	\$0.00390	\$0.00390
Texas Petro Delivery	\$0.00082	\$0.00000
Total Tax/Fee per Gallon	\$0.20086	\$0.25004

Include state fees and federal taxes totaling \$0.20086 per gallon on AV Gas Low Lead 100 and federal taxes of \$0.25004 per gallon on Jet A in your price.

Bidder shall furnish a copy of published specifications for fuels required under this invitation to bid.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bids in response to this request, and Jefferson County will not reimburse bidders for these expenses.

Approximate Annual Usage

Estimated volume is indicated below. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder as required. **Minimum Orders are not acceptable.**

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract. Interpretation and enforcement of this agreement shall be according to the laws of the State of Texas.

Technical Specifications

Aviation gasoline for civil and commercial service, herein referred to as AV Gas Low Lead 100, shall meet the current requirements of the American Society of Testing and Materials as set forth in the ASTM D 910, Grade 100LL.

Aviation turbine fuel, herein referred to as Jet A, shall meet the current requirements of ASTM D1655 for Kerosene-type commercial fuels, and **shall not be pre-blended with anti-icing additive.**

Estimated Volume

We estimate our purchases will be approximately as follows. In the past twelve (12) months, total Jack Brooks Regional Airport volume has been approximately 40,000 gallons of AV Gas Low Lead 100 and 740,000 gallons of Jet A. Of this volume, all was purchased by the County for resale. These figures serve as estimates only and no promise is made or implied that these quantities will be purchased.

Credit Cards/"Effective" Bids

Bids shall offer credit card processing for all major credit cards for sales to private aircraft owners and pilots. Service fees (if any) for credit cards must be included in bid. Credit card service fees will be considered when bids are evaluated. It is estimated, based on our previous experience, that our total AV Gas Low Lead 100 volume will be for resale and that 95% of this volume will be credit card sales. We can expect 90% of the Jet A resale volume will be purchased with credit cards. Bids with credit card fees will be factored in order to develop "effective" bids using increments of one cent for percentage point of credit card service fee quoted. For example, a credit card fee of 3% will cause an increment of \$0.03 to be added to the price per gallon in order to develop the "effective" bid. Bids shall include the provision of point-of-sale software and all necessary hardware, including touch-screen handling of all transactions, with integration to most accounting software. Bids must include any monthly fees for network connections and maintenance.

All point of sale software for credit card processing must also be able to handle any and all military credit card transactions. Jack Brooks Regional Airport serves military customers and must be able to process military AIRCARDS. If bidder is unable to process military customer payments, bidder must notify the County in their response.

Bidder must specify any and all software and hardware available, for point of sale and other fuel management activities.

Branded or Unbranded

Bids may be for Branded or Unbranded supply contracts, however bidder must specify.

Training, Quality Control and Risk Management

Bidders will include electronic versions of the ATA103 manual and NFPA407 manual annually at no cost to the County. Bidders offering FAA approved FAR part 139, ATA 103 training, or other training and seminars should attach such offers to their bid, including approximate costs. Training costs must be included as part of the vendor's proposal.

Refueler

Bid shall include provision of one (1) 3,000 gallon Jet A re-fueler truck. Jefferson County also requests one (1) optional additional 3,000 gallon Jet A re-fueler truck and one (1) optional AV Gas Low Lead re-fueler truck. Bids shall include full maintenance coverage except for tires and batteries and must be no more than five (5) years old at the time of delivery. Bidder must specify how service issues will be handled and where the repair services are located. If repair services are outside of Jefferson County, bidder must specify how they intend to move truck and if there will be a replacement truck.

If the bid proposes a lease arrangement, the lease must allow Jefferson County to terminate the lease without penalty upon thirty (30) days written notice. Other lease terms must be submitted with this proposal. Minimum truck specifications must include the following:

Jet A minimum truck specifications must include the following:

- 15 Gallon Stainless Steel Prist Tank with Viper Injection System
- Single Point Delivery
- Overflow Protection
- 240 GPM Singlepoint Nozzle with Digital Meter Readout
- Two (2) 75 GPM Overwing Nozzle fuel Flow Capability – must be driver side center-mount
- Brake Interlock
- Automatic Transmission
- Automatic Prist Injection
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Bottom load point located on passenger side
- Diesel Engine
- LED Meters
- Aluminum or Stainless Steel Oil Cabinet
- Ladder Brackets
- Parts Manual included in Operators Manual.
- Air Conditioning

AV Gas Low Lead minimum truck specifications must include the following:

- Diesel Engine
- LED Meters
- Compliance with all ATA 103 Regulation and NFPA407 Regulations
- Stainless Steel Tank
- Overflow Protection
- Brake Interlock
- Automatic Transmission
- Bottom load point located on passenger side
- Aluminum or Stainless Steel Oil Cabinet
- Ladder Brackets
- Parts Manual included in Operators Manual
- Air Conditioning

Into-Plane Contract Fuel

Bidders may offer “Into-Plane Contract Fuel” programs. The County may accept or reject such programs independent of other items bid within this request.

Co-Mingle

Jefferson County will not accept a bid that proposes co-mingling of fuel.

Signs

The successful bidder shall provide and install signs and emblems acceptable to the Airport Manager, identifying the brand name of fuel provided, grades, and current prices. Signs shall be clearly visible to airplane personnel as they approach the fueling station.

Additional Marketing Support

Bidders desiring to offer cooperative advertising and other marketing support should attach such offer to bid. The Jack Brooks Regional Airport desires to have hats and umbrellas provided as part of a joint marketing program. Provide details of available programs and any associated cost.

County Equipment

The County owns one (1) 750 gallon capacity AV Gas Low Lead 100 truck and one (1) 3000 capacity Jet A truck.

Contact

For further information, bidder may contact Alex Rupp, Airport Director, Jack Brooks Regional Airport at 409-719-4900.

**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: Aviation Fuel for Jack Brooks Regional Airport for a Contract Term of 3 years from November 1, 2023 to October 31, 2026.

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 23-053/MR, Term Contract for Aviation Fuel for Jack Brooks Regional Airport. 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 1. AvGas 100 Low-Lead

Price for AvGas Low Lead 100 is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 40,000 gallons, however to make bidding easier, the average annual amount will be 41,000 gallons, based on an average of 8,200 gallons per load delivered and 5 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
A.	Platts Reference Price on [08/29/2023]	\$
B.	Bidder's Markup (Dollars not Percentage)	\$
C.	Federal Excise Tax	\$ 0.19400
D.	Federal Oil Spill Tax	\$ 0.00214
E.	Federal Superfund Fee	\$ 0.00390
F.	Texas Petro Delivery	\$ 0.00082
G.	Transport Per Gallon (If Applicable)	\$
H.	Subtotal Fees per Gallon (Sum A to G)	\$
I.	Estimated Annual Quantity (Gallons)	41,000
J.	Annual Price (Line H times Line I)	\$
K.	Fee per Delivery (If Any):	\$
L.	Est Deliveries per Year	5
M.	Annual Delivery Price (Line K times Line L):	\$
N.	Annual Total Cost for Delivered Fuel: (Line J plus Line M):	\$

Item 2. Jet A

Price for Jet A is the price in effect at time of delivery and is based on a formula price using Platts, U.S. Gulf Coast pipeline-mid, Monday through Friday average effective on Tuesdays, plus bidder's markup per gallon, plus tax in effect.

AvGas estimated annual sales are approx. 740,000 gallons, however to make bidding easier, the average annual amount will be 742,600 gallons, based on an average of 7,900 gallons per load delivered and 945 deliveries per year.

Line	Per Gallon Description	Unit Price per Gallon
O.	Platts Reference Price on [08/29/2023]	\$
P.	Bidder's Markup (Dollars not Percentage)	\$
Q.	Federal Excise Tax	\$ 0.24300
R.	Federal LUST Tax	\$ 0.00100
S.	Federal Oil Spill Tax	\$ 0.00214
T.	Federal Superfund Fee	\$ 0.00390
U.	Transport Per Gallon (If Applicable)	\$
V.	Subtotal Fees per Gallon (Sum O to U)	\$
W.	Estimated Annual Quantity (Gallons)	742,600
X.	Annual Price (Line V times Line W)	\$

Y.	Fee per Delivery (If Any):	\$
Z.	Est Deliveries per Year	95
AA.	Annual Delivery Price (Line Y times Line Z):	\$

AB.	Annual Total Cost for Delivered Fuel: (Line X plus Line AA):	\$
-----	-----------------------------------------------------------------	----

Item 3. Credit Cards Honored and Service Fees:

Please provide service rates per card identified and any other cards honored:

AMEX	%
VISA	%
MasterCard	%
Discover	%
MultiServe	%
AIR Card	%

AVCard	%
Other:	%
Other:	%
Other:	%

Item 4. Additional Marketing Support

Bidder must include cost for annual marketing support, co-op advertising, etc.
 Bidder may include detailed marketing programs available with proposal.

\$

Item 5. Refueler Truck -Required Primary

3,000 Gallon Jet A Refuler Truck - Annual Cost:	\$
Year/Make/Model:	

Item 6. Refueler Trucks - Optional Additional

3,000 Gallon Jet A Refuler Truck - Annual Cost:	\$
Year/Make/Model:	

AvGas Refuler Truck - Annual Cost:	\$
Year/Make/Model:	

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.

<p>_____</p> <p>Signature of Contractor's Authorized Official</p> <p>_____</p> <p>Name and Title of Contractor's Authorized Official <i>(Please Print)</i></p> <p>_____</p> <p>Date</p>

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>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <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>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-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 style="text-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 style="text-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 style="text-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>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">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>		<p>OFFICE USE ONLY</p> <p>Date Received _____</p>
1	Name of Local Government Officer	
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

PAGE 2 OF 4

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)
SUCONTRACTING 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 _____



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

CONTRACT EXTENSION REQUEST

July 13, 2023

Gulf Coast, a CRH Company
Atten: Ms. Kimberly Work
P.O. Box 20779
Beaumont, TX 77720

Re: (IFB 19-040/YS), Term Contract for Road Building Materials for Jefferson County

Dear Ms. Work:

Please be advised the above-referenced contract for Jefferson County will expire on **September 6, 2023**. It is requested that your company extend your current contract for an additional 55 days, to expire October 31, 2023

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, July 26, 2023. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

DC: mr

Gulf Coast is unable to hold the pricing on project Number IFB 19-040/YS due to material market volatility

Price Extension Received and Accepted: 7/26/2023 _____
Date

Project Number: IFB 19-040/YS _____

Contractor: Gulf Coast, a CRH Company _____

Signature: _____

Print Name and Title: Scott Blanchard, Assistant Secretary _____

ATTEST

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge





July 31, 2023

Jefferson County Purchasing Department
1149 Pearl St, First Floor
Beaumont, TX 77701

Ms. Clark:

IFB 19-040/YS price increase

Gulf Coast is unable to hold pricing on project number IFB 19-040/YS due to material market volatility, we must reprice the materials to reflect current pricing trends.

We apologize that the quoted prices are no longer applicable and look forward to future projects together.

NEW PRICING EFFECTIVE 9/6/23

CMD-9000-002 Asphaltic Concrete Patching Material (HP) \$118.00/ton FOB
Hot Mix Asphaltic Concrete Pavement (TY D 64-22 SAC B) \$100.00/ton FOB
Hot Mix Cold Laid Asphaltic Concrete Pavement (TY D CM) \$110.00/ton FOB

Delivered prices are below

CMD-9000-002 Asphaltic Concrete Patching Material (HP) \$118.00/ton FOB
1-10 miles \$125.00/ton
11-20 miles \$127.00/ton
21-30 miles \$131.00/ton
31 + miles \$134.00/ton

Hot Mix Asphaltic Concrete Pavement (TY D 64-22 SAC B) \$100.00/ton FOB
1-10 miles \$107.00/ton
11-20 miles \$109.00/ton
21-30 miles \$113.00/ton
31 + miles \$116.00/ton


Hot Mix Cold Laid Asphaltic Concrete Pavement (TY D CM) \$110.00/ton FOB
1-10 miles \$117.00/ton
11-20 miles \$119.00/ton
21-30 miles \$123.00/ton
31 + miles \$126.00/ton

Gulf Coast
P.O. Box 20779
Beaumont, TX 77720

T (409) 866 1444
www.gc-texas.com



Yours sincerely,


Scott Blanchard
General Manager
Gulf Coast a CRH Company

T (409) 866-1444
E Scott.Blanchard@gc-texas.com

Cc: Scott Blanchard

Gulf Coast
P.O. Box 20779
Beaumont, TX 77720

T (409) 866 1444
www.gc-texas.com



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

CONTRACT EXTENSION REQUEST

July 13, 2023

Martin Marietta Materials, Inc.
Atten: Mr. Bill Kelley
5675 Fannett Road
Beaumont, TX 77705

Re: (IFB 19-040/YS), Term Contract for Road Building Materials for Jefferson County

Dear Mr. Kelley:

Please be advised the above-referenced contract for Jefferson County will expire on **September 6, 2023**. It is requested that your company extend your current contract for an additional 55 days, to expire October 31, 2023

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, July 26, 2023. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

DC: mr

Price Extension Received and Accepted: 8/1/2023 _____
Date

Project Number: IFB 19-040/YS _____

Contractor: Martin Marietta Materials, Inc. _____

Signature:

Print Name and Title: Bill Kelley, Sr. Sales Rep.

ATTEST:

JEFFERSON COUNTY, TEXAS

Roxanne Acosta Hellberg, County Clerk

Jeff R. Branick, County Judge





JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

CONTRACT EXTENSION REQUEST

July 13, 2023

Vulcan Construction Material, LLC
Atten: Ms. Julia Farrar
P.O. Box 791550
San Antonio, TX 78279

Re: (IFB 19-040/YS), Term Contract for Road Building Materials for Jefferson County

Dear Ms. Farrar:

Please be advised the above-referenced contract for Jefferson County will expire on **September 6, 2023**. It is requested that your company extend your current contract for an additional 55 days, to expire October 31, 2023

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, July 26, 2023. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

DC: mr

Price Extension Received and Accepted: _____ 7/28/2023 _____
Date

Project Number: IFB 19-040/YS _____

Contractor: Vulcan Construction Material LLC _____

Signature: _____

Print Name and Title: Julia Farrar Analyst _____

ATTEST:

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge





July 31, 2023

Jefferson County Purchasing Department
1149 Pearl St, First Floor
Beaumont, TX 77701

Ms. Clark:

IFB 19-040/YS price increase

Gulf Coast is unable to hold pricing on project number IFB 19-040/YS due to material market volatility, we must reprice the materials to reflect current pricing trends.

We apologize that the quoted prices are no longer applicable and look forward to future projects together.

NEW PRICING EFFECTIVE 9/6/23

CMD-9000-002 Asphaltic Concrete Patching Material (HP) \$118.00/ton FOB
Hot Mix Asphaltic Concrete Pavement (TY D 64-22 SAC B) \$100.00/ton FOB
Hot Mix Cold Laid Asphaltic Concrete Pavement (TY D CM) \$110.00/ton FOB

Delivered prices are below

CMD-9000-002 Asphaltic Concrete Patching Material (HP) \$118.00/ton FOB
1-10 miles \$125.00/ton
11-20 miles \$127.00/ton
21-30 miles \$131.00/ton
31 + miles \$134.00/ton

Hot Mix Asphaltic Concrete Pavement (TY D 64-22 SAC B) \$100.00/ton FOB
1-10 miles \$107.00/ton
11-20 miles \$109.00/ton
21-30 miles \$113.00/ton
31 + miles \$116.00/ton

Hot Mix Cold Laid Asphaltic Concrete Pavement (TY D CM) \$110.00/ton FOB
1-10 miles \$117.00/ton
11-20 miles \$119.00/ton
21-30 miles \$123.00/ton
31 + miles \$126.00/ton

Gulf Coast
P.O. Box 20779
Beaumont, TX 77720

T (409) 866 1444
www.gc-texas.com



A CRH COMPANY

Yours sincerely,


Scott Blanchard
General Manager
Gulf Coast a CRH Company

T (409) 866-1444
E Scott.Blanchard@gc-texas.com

Cc: Scott Blanchard

Gulf Coast
P.O. Box 20779
Beaumont, TX 77720

T (409) 866 1444
www.gc-texas.com



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

IFB 19-040/YS

Term Contract for Road Building Materials for Jefferson County

Awarded: September 9, 2019

Renewal 1: 9/8/2020 – 9/7/2021

Renewal 2: 9/8/2021 – 9/7/2022

Renewal 3: 9/7/2022 – 9/6/2023

Updated 7/13/2023

CURRENT PRICING

1A. Rock Asphalt – Truck Delivery

(Price per ton, FOB, delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments		Vulcan Construction Materials LLC		
		China Rd	Viterbo Rd	Boyt Rd
1	Item 302 Type PB Gr 3	84.90	85.22	85.06
		116.90	117.32	117.11
2	Item 302 Type PB Gr 4	84.90	85.22	85.06
		116.90	117.32	117.11
3	Item 302 Type PB Gr 4S	84.90	85.22	85.06
		116.90	117.32	117.11
*minimum 24 ton delivery, plus Fuel Service Charge				

1B. Rock Asphalt – Truck Delivery

(Price per ton, FOB delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments		Vulcan Construction Materials LLC			
		Rosedale	LaBelle	Hamshire	Hebert
1	Item 302 Type PB Gr 3	84.42	82.02	84.74	84.42
		116.27	113.12	116.69	116.27
2	Item 302 Type PB Gr 4	84.42	82.02	84.74	84.42
		116.27	113.12	116.69	116.27
3	Item 302 Type PB Gr 4S	84.42	82.02	84.74	84.42
		116.27	113.12	116.69	116.27
*minimum 24 ton delivery, plus Fuel Service Charge					

1C. Rock Asphalt – Railroad Delivery
 (Price per ton, FOB Delivered Jefferson County
 Precinct Service Centers with Freight Prepaid and
 Allowed)

A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments		Vulcan Construction Materials LLC		
		China Rd.	Viterbo Rd.	Boyt Rd.
1	Item 302 Type PB Gr 3	66.34 78.84	66.34 78.84	66.34 78.84
2	Item 302 Type PB Gr 4	66.34 78.84	66.34 78.84	66.34 78.84
3	Item 302 Type PB Gr 4S	66.34 78.84	66.34 78.84	66.34 78.84
Plus Fuel Service Charge				

1D. Rock Asphalt – Railroad Delivery
 (Price per ton, FOB Delivered Jefferson County
 Precinct Service Centers with Freight Prepaid and
 Allowed)

A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments		Vulcan Construction Materials LLC			
		Rosedale	LaBelle	Hamshire	Hebert
1	Item 302 Type PB Gr 3	66.34 78.84	66.34 78.84	66.34 78.84	66.34 78.84
2	Item 302 Type PB Gr 4	66.34 78.84	66.34 78.84	66.34 78.84	66.34 78.84
3	Item 302 Type PB Gr 4S	66.34 78.84	66.34 78.84	66.34 78.84	66.34 78.84
*minimum 4000 ton delivery, plus Fuel Delivery Charge					

2. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 – Maximum P.I. 10)

A. Truck Delivery – Prices FOB Delivered
 with Freight Prepaid and Allowed by Type
 of Equipment Indicated. Flexible Base –
 Price per ton delivered from Vendor’s
 hopper to job site. Bidder shall supply
 material from location closest to the
 County project site.

	Vulcan Construction Materials LLC	
	Price per ton, tandem dump	Price per ton, trailer
1. 1 -10 miles	28.00 31.10	28.00 31.10
2. 11 – 20 miles	29.00 32.30	29.00 32.30
3. 21- 30 miles	30.50 34.10	30.50 34.10
4. 31 + miles	36.00 40.70	36.00 40.70

B. Hopper Pick-Up		Vulcan Construction Materials LLC	
Location	Address	Price per ton FOB truck shipping point	
1. Beaumont	1399 Carroll Street	22.50 24.50	
2. Port Neches		No Bid	
3. Port Arthur		No Bid	
4. Other		No Bid	
5. Other		No Bid	
Hours of Hopper Operation:		7 am – 5 pm *minimum 24 ton delivery	

3. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

A. Truck Delivery-Prices FOB Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. Patching Material-Price per ton delivered from Vendor's hopper to job site. Bidder shall apply material from location closest to the County project site.		Gulf Coast	
		Price per ton, tandem dump	Price per ton, trailer
1. 1 – 10 miles	95.00	95.00	
	104.00	104.00	
	125.00	125.00	
2. 11 – 20 miles	97.70	97.70	
	106.00	106.00	
	127.00	127.00	
3. 21 – 30 miles	100.85	100.85	
	110.00	110.00	
	131.00	131.00	
4. 31+ miles	103.20	103.20	
	113.00	113.00	
	134.00	134.00	
B. Hopper Pick-Up		Gulf Coast	
Location	Address	Price per ton FOB truck shipping point	
1. Beaumont	860 Pine Street	90.00	
		97.00	
2. Port Neches		118.00	
3. Port Arthur		No Bid	
4. Other		No Bid	
5. Other		No Bid	
Hours of Hopper Operation:		Mon-Fri, 7am-4pm	

4A. Cement Stabilized Base – Truck Delivery (price per ton, FOB delivered Jefferson County Precinct Service Center with freight prepaid and allowed)

A-1. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	45.00	44.00	44.50		
	59.00	59.00	59.00		
A-2. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
		45.00	44.50	45.00	44.50
	No Bid	59.00	59.00	59.00	59.00
B-1. Item 276, Plant Mix, Crushed Stone, 2 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	48.00	47.00	47.50		
	62.00	62.00	62.00		
B-2. Item 276, Plant Mix, Crushed Stone, 2 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
		48.00	47.50	48.00	47.50
	No Bid	62.00	62.00	62.00	62.00
C-1. Item 276, Plant Mix, Crushed Stone, 3 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	54.00	53.00	53.50		
	70.00	70.00	70.00		
C-2. Item 276, Plant Mix, Crushed Stone, 3 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
		54.00	53.50	54.00	53.50
	No Bid	70.00	70.00	70.00	70.00
D-1. Item 276, Plant Mix, Crushed Stone, 4 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	60.00	59.00	59.50		
	78.00	78.00	78.00		
D-2. Item 276, Plant Mix, Crushed Stone, 4 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
		60.00	59.50	60.00	59.50
	No Bid	78.00	78.00	78.00	78.00
E-1. Item 401, Flowable Backfill, 1-1/2 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	92.00	92.00	92.00		
	112.00/cy	112.00/cy	112.00/cy		

E-2. Item 401, Flowable Backfill, 1-1/2 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	No Bid	92.00 112.00/cy	92.00 112.00/cy	92.00 112.00/cy	92.00 112.00/cy
F-1. Item 401, Flowable Backfill, 2 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	95.00 116.00/cy	95.00 116.00/cy	95.00 116.00/cy		
F-2. Item 401, Flowable Backfill, 2 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	No Bid	95.00 116.00/cy	95.00 116.00/cy	95.00 116.00/cy	95.00 116.00/cy

4A. Cement Stabilized Base – Truck Delivery (continued) (price per ton, FOB delivered Jefferson County Precinct Service Center with freight prepaid and allowed)

G-1. Item 401, Flowable Backfill, 3 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	101.00 124.00/cy	101.00 124.00/cy	101.00 124.00/cy		
G-2. Item 401, Flowable Backfill, 3 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	No Bid	101.00 124.00/cy	101.00 124.00/cy	101.00 124.00/cy	101.00 124.00/cy
H-1. Item 401, Flowable Backfill, 4 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	107.00 132.00/cy	107.00 132.00/cy	107.00 132.00/cy		
H-2. Item 401, Flowable Backfill, 4 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	No Bid	107.00 132.00/cy	107.00 132.00/cy	107.00 132.00/cy	107.00 132.00/cy

4B. Cement Stabilized Base – Hopper Pick Up

A. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton	Martin Marietta Materials, Inc.	
	Address	Price per ton FOB truck shipping point
	1. Beaumont	2525 Dollinger 39.00 49.00
	2. Port Neches	No Bid
	3. Port Arthur	No Bid
	4. Other	No Bid
	5. Other	No Bid
B. Item 276, Plant Mix, Crushed Stone, 2 sack/ton	Martin Marietta Materials, Inc.	

		Address	Price per ton FOB truck shipping point
1.	Beaumont	2525 Dollinger	42.00 52.00
2.	Port Neches		No Bid
3.	Port Arthur		No Bid
4.	Other		No Bid
5.	Other		No Bid

Martin Marietta Materials, Inc.			
C. Item 401, Flowable Backfill, 1-1/2 sack/ton		Address	Price per ton FOB truck shipping point
1.	Beaumont	2525 Dollinger	88.00 108.00/cy
2.	Port Neches		No Bid
3.	Port Arthur		No Bid
4.	Other		No Bid
5.	Other		No Bid

4B. Cement Stabilized Base – Hopper Pick Up (continued)

Martin Marietta Materials, Inc.			
D. Item 401, Flowable Backfill, 2 sack/ton		Address	Price per ton FOB truck shipping point
1.	Beaumont		91.00 112.00/cy
2.	Port Neches		No Bid
3.	Port Arthur		No Bid
4.	Other		No Bid
5.	Other		No Bid

Martin Marietta Materials, Inc.			
E. Item 401, Flowable Backfill, 3 sack/ton		Address	Price per ton FOB truck shipping point
1.	Beaumont		97.00 120.00/cy
2.	Port Neches		No Bid
3.	Port Arthur		No Bid
4.	Other		No Bid
5.	Other		No Bid

5. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

A. Item 340 TY D	Gulf Coast		LD Construction Gulf Coast	
Location	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point
		63.50		58.75
		86.50		72.75 86.00
1. Beaumont	860 Pine Street	100.00	2360 Dollinger	100.00
2. Port Neches		No Bid		No Bid
3. Port Arthur		No Bid		No Bid
4. Other		No Bid		No Bid
5. Other		No Bid		No Bid
Hours of Hopper Operation:	Mon-Fri, 7 am – 4 pm			

B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix

B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix	Gulf Coast		LD Construction Gulf Coast	
Location	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point
		63.50		58.75
		86.50		72.75 86.00
1. Beaumont	860 Pine Street	100.00	2360 Dollinger	100.00
2. Port Neches		No Bid		No Bid
3. Port Arthur		No Bid		No Bid
4. Other		No Bid		No Bid
5. Other		No Bid		No Bid
Hours of Hopper Operation:	Mon-Fri, 7 am - 4 pm			

6. Hot Mix Cold Laid Asphaltic Concrete Pavement - Hopper Pick-Up

A. Item 334, Type D	Gulf Coast	
Location	Address	Price per ton FOB truck shipping point
		73.50
		88.00
1. Beaumont	860 Pine Street	110.00
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid
Hours of Hopper Operation:	Mon-Fri, 7 am - 4 pm	

7. Concrete Structures - Truck Delivery

A. Delivered to Job Site, Jefferson County, price per ton FOB truck shipping point	Martin Marietta Materials, Inc.
------------------------------------------------------------------------------------	---------------------------------

1. Item 421 Class A	98.00 141.00/cy
2. Item 421 Class B	94.00 137.00/cy
3. Item 421 Class S	102.00 147.00/cy

Gulf Coast, a CRH Company

PO Box 20779
 Beaumont TX 77720
 attn: Kimberly Work
kimberly.work@gc-texas.com
 ph: 409-673-2989 or 409-866-1444
 fx: 409-866-1032

Martin Marietta Materials, Inc.

5675 Fannett Road
 Beaumont TX 77705
 attn: Bill Kelley
william.kelley@martinmarietta.com
 ph: 658-7791
 fx: 409-654-3312

~~LD Construction~~

~~148 South Dowlen Road, PHB 694
 Beaumont TX 77707
 attn: Troy Dodson
troy.ldconstruction@gmail.com
 ph: 409-656-4161
 fx: 409-866-4447~~

Vulcan Construction Materials LLC

PO Box 791550
 San Antonio TX 78279
 attn: Jeff Harris
vulcantxquotes@vmcmail.com
 ph: 210-524-3512
 fx: 210-524-3555

Jefferson County



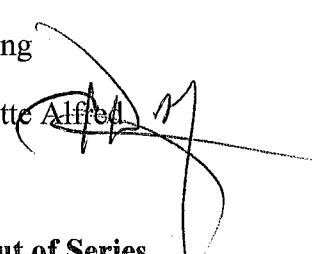
Precinct Four

Everette "Bo" Alfred
Commissioner

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

MEMO

TO: Ms. Fran Lee, Auditing

FROM: Commissioner Everette Alfred 

DATE: August 18, 2023

RE: **Transfer Funds –Out of Series**

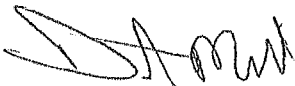
Please make the following transfer as indicated. Thank you.

- Transfer **\$12,340** from account # 116-611-452.10-05 (Extra Help) into account # 116-0611-452.30-01 (Asphalt) for additional cost of road materials; and
- Transfer **\$4,000** from account # 116-0609-452.10-05 (Extra Help) into account # 116-0609-452.30-84 (minor equipment) for additional cost of equipment.

EA/nr

memo

Jefferson County Sheriff Office

To: Fran Lee
From: Donta Miller 
CC: Chief Jon Shaubberger
Date: 08/21/2023
Re: Budget transfer request (Sheriff's Law Enforcement)

Fran,

Please consider and approve a budget transfer of \$46,000 to 120-3059-421.60-07 Automobiles from 120-3059-421.5016 Criminal Investigations (\$17,000) and 120-3059-421.5077 Contractual Service (\$29,000). This is to replace a wrecked patrol vehicle because the responsible party did not have insurance.

Thanks



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

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

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

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

MEMORANDUM

To: Fran Lee
Auditor's Office

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

Date: August 17, 2023

Re: **Budget Transfer**

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

To:	120-3064-424.40-09	Buildings and Ground	\$ 8,000.00
From:	120-3064-424.10-02	Assistants and Clerks	\$ 8,000.00

Note: This increase is to ensure funding for the remainder of the budget year.

To:	120-3064-424.30-33	Food	\$ 5,000.00
From:	120-3064-424.10-02	Assistants and Clerks	\$ 5,000.00

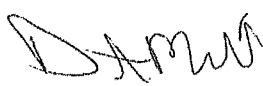
Note: This increase is to ensure funding for the remainder of the budget year.

To:	120-3064-424.50-77	Contractual	\$ 3,000.00
From:	120-3064-424.10-02	Assistants and Clerks	\$ 3,000.00

Note: This increase is to ensure funding for the remainder of the budget year.

memo

Jefferson County Sheriff Office

To: Fran Lee
From: Donta Miller 
CC: Chief Jon Shaubeger
Date: 08/21/2023
Re: Budget transfer request (Sheriff's Marine Division)

Fran,

Please consider and approve a budget transfer of Sheriff Office Marine Division of \$8,000 to 865-3054-421.60-14 Building and Structures from 865-3054-421.40-09 Building and Grounds. This is to replace a A/C unit that is not working due to wear and tear.

Thanks



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY

Washington, D.C. 20503

March 6, 2023

Judge Jeff Branick
County of Jefferson
1149 Pearl Street, 7th Floor
Beaumont, TX 77701-3600

Dear Judge Branick:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G23HN0029A) has been awarded in the amount of \$16,200.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Houston HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The grant agreement and conditions are enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the grant conditions. Failure to adhere to the grant conditions may result in the termination of the grant or the initiation of administrative action. ONDCP also may terminate the award if it no longer effectuates program goals or agency priorities.

If you accept this award, please sign both the grant agreement and the conditions and return a copy via email to your respective NHAC accountant or to the following address:


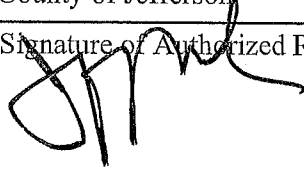
Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600

Please keep the original copy of the grant agreement and conditions for your file. If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395 - 6794.

Sincerely,

A handwritten signature in cursive script that reads "Shannon J. Kelly".

Shannon Kelly
National HIDTA Director

Executive Office of the President Office of National Drug Control Policy		Grant Agreement	
1. Recipient Name and Address Jeff Branick Judge County of Jefferson 1149 Pearl Street 7th Floor Beaumont, TX 77701-3600		4. Award Number (FAIN): G23HN0029A	
		5. Period of Performance: From 01/01/2023 to 12/31/2024	
2. Total Amount of the Federal Funds Obligated: \$16,200.00		6. Federal Award Date: March 6, 2023	7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency \$16,200.00		8. Supplement Number	
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>		9. Previous Award Amount:	
3A. Project Description <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>		10. Amount of Federal Funds Obligated by this Action: \$16,200.00	
		11. Total Amount of Federal Award: \$16,200.00	
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.			
13. Statutory Authority for Grant: <i>Public Law 117-328</i>			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Official Jeff Branick Judge County of Jefferson	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date 	
AGENCY USE ONLY			
18. Accounting Classification Code UEI: EKC1BVNLJXA8 DUNS: 010807535 EIN: 1746000291A3		19. HIDTA AWARD <i>OND1070DB2324XX OND6113</i> <i>OND2000000000 OC 410001</i>	

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the “§ 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. §3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.
2. This award is subject to the following additional regulations and requirements:
 - 28 C.F.R. § 69 – “New Restrictions on Lobbying”
 - 2 C.F.R. § 25 – “Universal Identifier and System of Award Management”
 - Conflict of Interest and Mandatory Disclosure Requirements
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the grantee’s audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb>
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
7. These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at <https://www.whitehouse.gov/ondcp/grant-programs/>.

8. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 CFR 200.340.
9. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-federal entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Non-federal entities that have received a federal award including the terms and conditions outlined in appendix XII of this part are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. §180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

10. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
11. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.
12. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. §180, dealing with all sub-awards and contracts issued under the grant.
13. As specified in 2 CFR 200.303 Internal Controls, recipient must:

- a) Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - b) Comply with federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c) Evaluate and monitor the non-federal entity’s compliance with statute, regulations, and the terms and conditions of the federal award.
 - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
14. Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.
15. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.
16. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, shall clearly state—
- a) the percentage of the total costs of the program or project which will be financed with federal money;
 - b) the dollar amount of Federal funds for the project or program; and
 - c) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. See 41 U.S.C. § 417b(e)(1).

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The grant condition is as follows:

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 *et seq.* and in the ONDCP National HIDTA Program Office HIDTA *Program Policy and Budget Guidance* (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website:
https://www.nhac.org/hidta_guidance/Program_Policy_and_Budget_Guidance2021.pdf
In addition, as a condition for receiving this award, recipients must complete safe and healthy workplace trainings as outlined in the PPBG.

D. Federal Award Performance Goals

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

E. Payment Basis

1. A request for advance or reimbursement shall be made using the HHS/DPM system (<https://pms.psc.gov/>).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.
3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 *et seq.*) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

Remittance Instructions – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer
Division New York, NY

(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

For recipients that do not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 979132, St. Louis, MO 63197

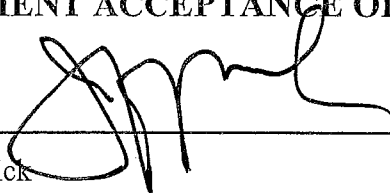
(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

Any additional information/instructions may be found on the PMS Web site at <https://pms.psc.gov/grant-recipients/returning-funds-interest.html>.

4. The grantee or subgrantee may keep interest amounts up to \$500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Jeff Branick



Date:

8.15.23

County of Jefferson

Budget Detail

2023 - Houston

Initiative - South East Texas Drug Enforcement Task Force

Investigation

Award Recipient - County of Jefferson (G23HN0029A)

Resource Recipient - Jefferson County

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)			\$16,200.00
Services	Quantity	Amount	
Vehicle allowance	2	\$16,200.00	
Total Services		\$16,200.00	
Total Budget		\$16,200.00	

Initiative Cash by HIDTA

FY 2023

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
Houston	County of Jefferson	South East Texas Drug Enforcement Task Force	16,200.00	Investigation	G23HN0029A
	Agency Total : County of Jefferson		16,200.00		
Total			16,200.00		

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.

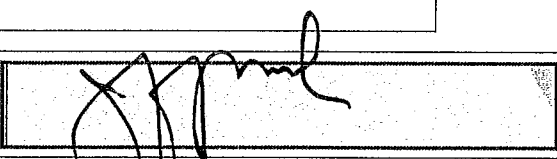
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," 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.

Statement for Loan Guarantees and Loan Insurance

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


If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
County of Jefferson	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 80px;" type="text"/>	* First Name: <input style="width: 240px;" type="text" value="Jeff"/> Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 400px;" type="text" value="Branick"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 300px;" type="text" value="Judge"/>	
* SIGNATURE: 	* DATE: <input style="width: 100px;" type="text" value="8.15.23"/>

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. Initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: County of Jefferson * Street 1: 1149 Pearl Street Street 2: 7th Floor * City: Beaumont State: TX: Texas Zip: 77701-3600 Congressional District, if known:		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:		
6. * Federal Department/Agency: ONDCP	7. * Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known: G23HN0029A	9. Award Amount, if known: \$ 16,200.00	
10. a. Name and Address of Lobbying Registrant: Prefix: * First Name: none Middle Name: * Last Name: none Suffix: * Street 1: Street 2: * City: State: Zip:		
b. Individual Performing Services (Including address if different from No. 10a) Prefix: * First Name: none Middle Name: * Last Name: none Suffix: * Street 1: Street 2: * City: State: Zip:		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature:  * Name: Prefix: * First Name: Jeff Middle Name: * Last Name: Branick Suffix:		
Title: Judge Telephone No.: Date: 8.15.23		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

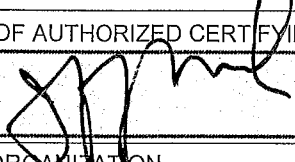
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Judge
APPLICANT ORGANIZATION County of Jefferson	DATE SUBMITTED 8.15.23

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="County of Jefferson"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="1746000291A3"/>	* c. UEI: <input type="text" value="EKC1BVNLJXA8"/>	
d. Address:		
* Street1: <input type="text" value="1149 Pearl Street"/>	Street2: <input type="text" value="7th Floor"/>	
* City: <input type="text" value="Beaumont"/>	County/Parish: <input type="text"/>	
* State: <input type="text" value="TX: Texas"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="77701-3600"/>	
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Frank"/>	Middle Name: <input type="text"/>
* Last Name: <input type="text" value="McDaniel"/>	Suffix: <input type="text"/>	
Title: <input type="text" value="Director"/>		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="281-372-5850"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="fmcDaniel@houstonhidta.net"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

ONDCP

11. Catalog of Federal Domestic Assistance Number:

95.001

CFDA Title:

*** 12. Funding Opportunity Number:**

HIDTA

* Title:
High Intensity Drug Trafficking Area

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

High Intensity Drug Trafficking Area Program. Initiatives defined and approved by the Houston HIDTA's Executive Board.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant 14

* b. Program/Project 14

Attach an additional list of Program/Project Congressional Districts if needed.

Attachment management buttons: Add Attachment, Delete Attachment, View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2023

* b. End Date: 12/31/2024

18. Estimated Funding (\$):

Table with 2 columns: Funding Source, Amount. Rows include Federal (16,200.00), Applicant, State, Local, Other, Program Income, and TOTAL (16,200.00).

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- Options a, b, and c regarding Executive Order 12372 review process. Option c is selected.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes No (No is selected)

If "Yes", provide explanation and attach

Attachment management buttons: Add Attachment, Delete Attachment, View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge...

** I AGREE

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Fields for Authorized Representative: Prefix (Mr.), First Name (Jeff), Middle Name, Last Name (Branick), Suffix

* Title: Judge

* Telephone Number: [Redacted] Fax Number: [Redacted]

* Email: [Redacted]

* Signature of Authorized Representative: [Handwritten Signature]

* Date Signed: 1.15.24

**Budget for Title IV-E
County Child Welfare Services Contract**

CWIVE Summary

Please select your County and Budget Effective Date from drop down boxes below.

County: JEFFERSON COUNTY
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2023-9/30/2024

Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	\$0.00	\$0.00	\$0.00
A.2. Direct Personnel Fringe Benefits	\$0.00	\$0.00	\$0.00
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$1,500.00	\$248.92	\$1,251.08
A.5. Direct Equipment	\$0.00	\$0.00	\$0.00
A.6. Direct Other Costs	\$6,800.00	\$1,128.43	\$5,671.57
Total Administration:	\$8,300.00	\$1,377.34	\$6,922.66
B. Training			
B.1. Title IV-E Training (75%)	\$0.00	\$0.00	\$0.00
B.2. Title IV-E Fostering Connections Training (75%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
Total Training:	\$0.00	\$0.00	\$0.00
C. Supplemental Foster Care Maintenance (SFCM)			
Total SFCM:	\$183,000.00	\$120,908.10	\$62,091.90
D. Indirect Costs (if applicable)			
Total Indirect Costs:	\$0.00	\$0.00	\$0.00
Grand Total:	\$191,300.00	\$122,285.44	\$69,014.56

Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year. Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were	33.19%
* Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year. Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made.	66.07%
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):	0.00%

Contractor Certification

Signature _____ Date 8/29/2023

Jeff R. Branick, County Judge
Printed Name & Title

**Budget for Title IV-E
County Child Welfare Services Contract**

Administration
A.1. Direct Personnel Salaries

County: JEFFERSON COUNTY
 Contract Number: HHS000285000032
 Budget Effective Date: 10/1/2023-9/30/2024

Position or Title	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Direct Personnel Salaries:				\$0.00

**Budget for Title IV-E
County Child Welfare Services Contract**

Administration
A.2. Direct Personnel Fringe Benefits

County: JEFFERSON COUNT
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2023-9/30/2024

Type of Fringe Benefits	Estimated Total Expense*
Total Direct Personnel Fringe Benefits:	\$0.00

Budget for Title IV-E County Child Welfare Services Contract

Administration
A.3. Direct Personnel Travel

County: JEFFERSON COUNTY

Contract Number: HHS000285000032

Budget Effective Date: 10/1/2023-9/30/2024

Type of Travel Expense Note: only include travel NOT related to personnel training	Estimated Total Expense*
Total Direct Personnel Travel:	\$0.00

Budget for Title IV-E County Child Welfare Services Contract

Administration
A.4. Direct Materials and Supplies

County: JEFFERSON COUNT
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2023-9/30/2024

Materials and Supplies (description)	Estimated Total Expense*
Recruitment materials and supplies	\$500.00
Overhead expenses	\$500.00
General office supplies	\$500.00
Total Direct Materials and Supplies:	\$1,500.00

**Budget for Title IV-E
County Child Welfare Services Contract**

**Administration
A.5. Direct Equipment**

County: JEFFERSON COUNTY

Contract Number: HHS000285000032

Budget Effective Date: 10/1/2023-9/30/2024

Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*
Total Direct Equipment:		\$0.00

Budget for Title IV-E County Child Welfare Services Contract

Administration
A.6. Direct Other Costs

County: JEFFERSON COUNT

Contract Number: HHS000285000032

Budget Effective Date: 10/1/2023-9/30/2024

Other Costs (description)	Estimated Total Expense*
Storage room rental	\$4,800.00
Citations	\$500.00
Birth certificates	\$500.00
Resources books and publications	\$500.00
Film & Photo Processing & Related Costs	\$500.00
Total Other Costs:	\$6,800.00

**Budget for Title IV-E
County Child Welfare Services Contract**

**Training
B.1. Title IV-E Training (75%)**

County: JEFFERSON COUNTY
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2023-9/30/2024

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
Total Training:							\$0.00

* estimated amount allocable to Title IV-E
NOTE: Form 9321 Training Expense Documentation Form must be submitted to DFPS for review/approval by Federal Funds prior to training.

**Budget for Title IV-E
County Child Welfare Services Contract**

B.2. Title IV-E Fostering Connections Training (75%)

County: JEFFERSON COUNTY

Contract Number: HHS000285000032

Budget Effective Date: 10/1/2023-9/30/2024

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Attendees	Estimated Total Expense*
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
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					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
Total Training:					\$0.00		\$0.00

**Budget for Title IV-E
County Child Welfare Services Contract**

**Training
B.3. Non-Title IV-E Training (50%)**

County: JEFFERSON COUNTY
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2023-9/30/2024

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation * (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
					\$0.00		\$0.00	
Total Training:								\$0.00

**Budget for Title IV-E
County Child Welfare Services Contract**

Supplemental Foster Care Maintenance (SFCM)

County: JEFFERSON COUNT

Contract Number: HHS00028500032

Budget Effective Date: 10/1/2023-9/30/2024

Supplemental FC Maintenance (description)	Estimated Total Expense*
Clothing	\$150,000.00
Daycare	\$1,000.00
Gifts	\$25,000.00
Graduation Expenses	\$1,500.00
Personal Items	\$3,500.00
School Supplies	\$1,000.00
Reasonable Child Specific Travel	\$1,000.00
Total SFCM Costs:	\$183,000.00

**Budget for Title IV-E
County Child Welfare Services Contract**

Budget Narrative

County: JEFFERSON COUNTY
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2023-9/30/2024

characters, you will have to either manually insert a return at the end of each line (Alt-Enter) or go to the next row/cell below to type the remaining text.

Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.

http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.asp

A. Administration

A.1. Direct Personnel Salaries

A.2. Direct Personnel Fringe Benefits

A.3. Direct Personnel Travel

A.4. Direct Materials and Supplies

Includes supplies for recruitment of foster home; public/community awareness expenses related to recruitment of foster homes; office supplies for record keeping and DFPS files; and overhead expenses including, but not limited to, stationery, postage, and banking

A.5. Direct Equipment

A.6. Direct Other Costs

**Budget for Title IV-E
County Child Welfare Services Contract**

Includes citation by publication, costs of documentation to establish identity (birth certificates); resource books and publications for DFPS eligibility and guidelines; film for documentation and records of DFPS cases; and storage room rental to store supplies for Title IV-E events

B. Training

B.1. Title IV-E Training (75%)

B.2. Title IV-E Fostering Connections Training (75%)

B.3. Non-Title IV-E Training (50%)

C. Supplemental Foster Care Maintenance (SFCM)

Includes clothing, daycare, gifts, graduation expenses, personal items, school supplies, and reasonable travel provided for the child to visit parents, siblings, relatives, or other caretakers at home or other appropriate location.

D. Indirect Costs (if applicable)

**Budget for Title IV-E
County Legal Services Contract**

CLIVE Summary

Please select your County and Budget Effective Date from drop down boxes below.

County: JEFFERSON COUNTY
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2023-9/30/2024

Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	\$366,986.58	\$60,899.59	\$306,086.99
A.2. Direct Personnel Fringe Benefits	\$174,154.33	\$28,900.04	\$145,254.29
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$5,470.00	\$907.72	\$4,562.28
A.5. Direct Equipment	\$16,400.00	\$2,721.50	\$13,678.50
A.6. Direct Other Costs	\$17,650.00	\$2,928.93	\$14,721.07
Total Administration	\$580,660.91	\$96,357.77	\$484,303.14
B. Training			
B.1. Title IV-E Training (75%)	\$25,525.00	\$6,353.62	\$19,171.38
B.2. Title IV-E Fostering Connections Training (75%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
Total Training	\$25,525.00	\$6,353.62	\$19,171.38
C. Indirect Costs (if applicable)			
Total Indirect Costs	\$0.00	\$0.00	\$0.00
D. Other Administration Independent Legal Representation			
D.1. Other Admin Independent Legal Representation Personnel Salaries	\$0.00	\$0.00	\$0.00
D.2. Other Admin Independent Legal Representation Personnel Fringe Benefits	\$0.00	\$0.00	\$0.00
D.3. Other Admin Independent Legal Representation Personnel Travel	\$0.00	\$0.00	\$0.00
D.4. Other Admin Independent Legal Representation Materials and Supplies	\$0.00	\$0.00	\$0.00
D.5. Other Admin Independent Legal Representation Equipment	\$0.00	\$0.00	\$0.00
D.6. Other Admin Independent Legal Representation Other Costs	\$400,000.00	\$66,378.00	\$333,622.00
Other Administration Independent Legal Representation	\$400,000.00	\$66,378.00	\$333,622.00
Grand Total	\$1,006,185.91	\$169,089.39	\$837,096.52

*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year. Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.	33.19%
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):	0.00%

Contractor Certification

Signature _____ Date 8/29/2023

Jeff R. Branick, County Judge
Printed Name & Title

**Budget for Title IV-E
County Legal Services Contract**

**Administration
A.1. Direct Personnel Salaries**

County: JEFFERSON COUNTY

Contract Number: HHS000285100022

Budget Effective Date: 10/1/2023-9/30/2024

Position or Title	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (BxCxD)
Chief Assistant District Attorney-King	\$12,212.49	100%	12	\$146,549.88
Assistant District Attorney-Nelson	\$10,012.58	10%	12	\$12,015.10
Assistant District Attorney-Brister	\$7,929.97	100%	12	\$95,159.64
Senior Secretary-Jones	\$4,670.77	10%	12	\$5,604.92
Senior Secretary-Harrison	\$4,728.56	100%	12	\$56,742.72
Senior Secretary-Albanese	\$4,242.86	100%	12	\$50,914.32
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Direct Personnel Salaries:				\$366,986.58

**Budget for Title IV-E
County Legal Services Contract**

A.2. Direct Personnel Fringe Benefits

County: JEFFERSON COUNTY
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2023-9/30/2024

Type of Fringe Benefits	Estimated Total Expense*
Retirement	\$75,342.34
FICA	\$22,753.18
Medicare	\$5,321.31
Health Insurance	\$69,045.48
Life Insurance	\$590.20
Dental Insurance	\$1,101.82
Total Direct Personnel Fringe Benefits:	\$174,154.33

*estimated total cost for Title IV-E related activities

Refer to Title IV-E Financial Handbook for additional information:

Budget for Title IV-E County Legal Services Contract

Administration
A.4. Direct Materials and Supplies

County: JEFFERSON COUN

Contract Number: HHS000285100022

Budget Effective Date: 10/1/2023-9/30/2024

Materials and Supplies (description)	Estimated Total Expense*
General Office Supplies	\$5,470.00
Total Direct Materials and Supplies:	\$5,470.00

**Budget for Title IV-E
County Legal Services Contract**

**Administration
A.5. Direct Equipment**

County: JEFFERSON COUNTY
 Contract Number: HHS000285100022
 Budget Effective Date: 10/1/2023-9/30/2024

Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*
Computer Laser Jet Printer	Purchase	\$4,800.00
Computer Monitor	Purchase	\$1,600.00
Computer & Laptop Computer and Accessories with Software	Purchase	\$10,000.00
Total Direct Equipment:		\$16,400.00

**Budget for Title IV-E
County Legal Services Contract**

**Administration
A.6. Direct Other Costs**

County: JEFFERSON COUNT
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2023-9/30/2024

Other Costs (description)	Estimated Total Expense*
Postage	\$15,000.00
Software Licenses	\$650.00
CPS HOT DOC Software Program	\$2,000.00
Total Other Costs:	\$17,650.00

Budget for Title IV-E
County Legal Services Contract

Training
B.1. Title IV-E Training (75%)

County: JEFFERSON COUNTY
Contract Number: HHS00028510022
Budget Effective Date: 10/1/2023-9/30/2024

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation * (amount allocable to)	Subtotal	Number of Employees Attending	Estimated Total Expense*
Crimes Against Children	\$1,000.00	\$1,500.00	\$500.00	\$800.00	\$3,800.00	1	\$3,800.00
TDCAA Conference Update (30% IV-E Eligible)	\$700.00	\$3,000.00	\$800.00	\$800.00	\$5,300.00	2	\$10,600.00
Texas Advanced Family Law Conference	\$825.00	\$1,500.00	\$500.00	\$700.00	\$3,525.00	1	\$3,525.00
Child Welfare Law Conference	\$1,000.00	\$1,500.00	\$500.00	\$800.00	\$3,800.00	2	\$7,600.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
Total Training:					\$25,525.00		\$25,525.00

Budget for Title IV-E
County Legal Services Contract

B.3. Non-Title IV-E Training (50%)

County: JEFFERSON COUNTY
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2023-9/30/2024

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
Total Training:							\$0.00

**Budget for Title IV-E
County Legal Services Contract**

**Other Administration - Independent Legal Representation
D.1. Personnel Salaries**

County: JEFFERSON COUNTY
 Contract Number: HHS000285100022
 Budget Effective Date: 10/1/2023-9/30/2024

Position or Title	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (BxMxYr)
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total PR Personnel Salaries:				\$0.00

Budget for Title IV-E County Legal Services Contract

Other Administration - Independent Legal Representation
D.2. Fringe Benefits

County: JEFFERSON COUN
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2023-9/30/2024

Type of Fringe Benefits	Estimated Total Expense*
Total PR Personnel Fringe Benefits:	\$0.00

Budget for Title IV-E County Legal Services Contract

Other Administration - Independent Legal
D.3. Travel

County: JEFFERSON COUN

Contract Number: HHS000285100022

Budget Effective Date: 10/1/2023-9/30/2024

Type of Travel Expense Note: only include travel <u>NOT</u> related to personnel training	Estimated Total Expense*
Total PR Personnel Travel:	\$0.00

Texas Dept. of Family and Protective Services

Budget for Title IV-E County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

Other Administration - Independent Legal Representation
D.4. Materials and Supplies

County: JEFFERSON COUN

Contract Number: HHS000285100022

Budget Effective Date: 10/1/2023-9/30/2024

Materials and Supplies (description)	Estimated Total Expense*
Total PR Materials and Supplies:	\$0.00

Budget for Title IV-E County Legal Services Contract

Other Administration - Independent Legal Representation
D.5. Equipment

County: JEFFERSON COUNTY
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2023-9/30/2024

Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*
Total PR Equipment:		\$0.00

Budget for Title IV-E County Legal Services Contract

Other Administration - Independent Legal Representation
D.6. Other Costs

County: JEFFERSON COUN'
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2023-9/30/2024

Other Costs (description)	Estimated Total Expense*
Court Appointed Independent Legal Representation of Parents and Children	\$400,000.00
Total PR Other Costs:	\$400,000.00

**Budget for Title IV-E
County Legal Services Contract**

Budget Narrative

County: JEFFERSON COUNTY
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2023-9/30/2024

Note: Each cell is limited to 1024 characters in order for word wrap to function properly. If you need to type more than 1024 characters, you will have to either manually insert a return at the end of each line (Alt-Enter) or go to the next row/cell below to type

Clearly describe each expense to be incurred and billed to this contract, including justification for expense.

Refer to Title IV-E Financial Handbook for additional information:

http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.asp

A. Administration

A.1. Direct Personnel Salaries

**Budget for Title IV-E
County Legal Services Contract**

Official Assistant District Attorney, representing, including in the child protection hearing room, and representing the Texas Department of Family and protective services in cases filed in Jefferson County. Ms. King provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. He estimates that approximately 100% of his time is allocable to CPS/Title IV-E activities. He is a full-time salaried employee and will certify CPS related time on a monthly basis.

Assistant District Attorney, John Nelson: Mr. Nelson represents the Texas Department of Family and protective services in cases filed in Jefferson County. Mr. Nelson provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. He estimates that approximately 10% of his time is allocable to CPS/Title IV-E activities. He is a full-time salaried employee and will certify CPS related time on a monthly basis.

Assistant District Attorney, Michelle Brister: Ms. Brister represents the Texas Department of Family and protective services in cases filed in Jefferson County. Ms. Brister provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Beth Jones: Ms. Jones provides clerical assistance to Randi King and Michelle Brister, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that approximately 10% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Johanna Harrison: Ms. Harrison provides clerical assistance to Ms. King, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that approximately 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Brittany Albanese: Ms. Albanese provides clerical assistance to Randi King and Michelle Brister, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records,

A.2. Direct Personnel Fringe Benefits

**Budget for Title IV-E
County Legal Services Contract**

Fringe benefits consist of all non-salary items that are paid on behalf of employees by the county. Fringe costs are allocated to each employee in accordance with the percentage of time that each employee is allocated to Title IV-E allowable activities.

These benefits are paid at the rates adopted by the Commissioners' Court of the County and consist of:

- ◆ FICA at 6.20% of gross salary per month (all employees)
- ◆ Medicare at 1.45% of gross salary per month (all employees)
- ◆ Retirement at 20.53% of gross salary per month (all employees)
- ◆ Health insurance (per *pay period):
 - o J. Nelson, B. Jones – Family Coverage at \$753.64
 - o R. King - Employee & Spouse Coverage at \$674.60
 - o J. Harrison, B. Albanese, M. Brister – Employee & Child Coverage at \$610.09
- ◆ Dental insurance at \$10.09 per person per *pay period (all employees)
- ◆ Life insurance (varies according to age and gross salary) per *pay period:
 - o B. Jones – estimated \$3.91
 - o J. Harrison – estimated \$3.91
 - o J. Nelson – estimated \$7.39
 - o R. King – estimated \$7.39
 - o B. Albanese – estimated \$3.62
 - o M. Brister – estimated \$6.65

If, in any event, staff work less than the estimated percentage of time, actual time worked will be billed to the Title IV-E contract. No other direct or indirect expenditures are contained in this budget.

A.3. Direct Personnel Travel

None anticipated at this time.

A.4. Direct Materials and Supplies

**Budget for Title IV-E
County Legal Services Contract**

- ◆ General Offices Supplies (as detailed below).
- ◆ Ink toner used for printing of CPS case documents and communications.
- ◆ Folders used to store and file documentation related to CPS cases.
- ◆ White envelopes used to send and receive documentation related to CPS cases.
- ◆ Sharpie Marks-a-Lot pens for case file paperwork and labeling case files.
- ◆ Post-It Tabs for separating documents in case files maintained.
- ◆ Scotch tape.
- ◆ Pens.
- ◆ Manilla File Folders used for filing CPS case documents.
- ◆ Staples.
- ◆ White Out - Correction Fluid.
- ◆ Highlighters for Documents.

**Budget for Title IV-E
County Legal Services Contract**

A.5. Direct Equipment

- ◆ Monitor to replace obsolete equipment.
- ◆ Printer to replace obsolete equipment.
- ◆ Computer and Laptop Computer with Software and Accessories to replace obsolete equipment. Used to prepare documents and send communications regarding CPS cases.

A.6. Direct Other Costs

- ◆ Postage expenses for mailing Title IV-E related case materials and correspondence via United States Postal Service and/or overnight carriers. Estimated average of \$1,250 per month.
- ◆ Software licensing for computer software used to prepare legal documentation for CPS cases.
- ◆ Software licensing for computer anti-virus software used to protect all CPS computers.

B. Training**B.1. Title IV-E Training (75%)**

Two employees to attend Crimes Against Children conference. Two employees to attend the Texas District and County Attorneys Association Conference (TDCAA) update. One employee to attend the Texas Advanced Family Law Conference. Two Employees to attend the Child Welfare Law Conference. Conference workshops are related to Title IV-E activities and pre-approval is requested from Federal Funds prior to attendance. Travel reimbursement will be made at current rates approved by Commissioners' Court for travel, per diem, and actual cost for lodging, not to exceed current Texas Comptroller rate plus taxes.

B.2. Title IV-E Fostering Connections Training (75%)

None anticipated at this time.

B.3. Non-Title IV-E Training (50%)

None anticipated at this time.

C. Indirect Costs (if applicable)

None anticipated at this time.

**Budget for Title IV-E
County Legal Services Contract**

D. Other Administration - Independent Legal Representation

D.1. Independent Legal Representation - Salaries

None anticipated at this time.

**Budget for Title IV-E
County Legal Services Contract**

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D.2. Independent Legal Representation - Fringe Benefits

None anticipated at this time.

D.3. Independent Legal Representation - Travel

None anticipated at this time.

D.4. Independent Legal Representation - Materials and Supplies

None anticipated at this time.

D.5. Independent Legal Representation - Equipment

None anticipated at this time.

D.6. Independent Legal Representation - Other Costs

Attorney fees for court-appointed independent legal representation of parents and children in CPS cases.

NAME	AMOUNT	CHECK NO. 148	TOTAL
JURY FUND			
CHAPMAN VENDING	162.40	509577	162.40**
ROAD & BRIDGE PCT.#1			
AT&T	88.58	509449	
SOUTHERN TIRE MART, LLC	625.94	509456	
DEPARTMENT OF INFORMATION RESOURCES	.10	509461	
VERIZON WIRELESS	75.98	509470	
ADVANCE AUTO PARTS	8.91	509537	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	898.51**
ROAD & BRIDGE PCT.#2			
BEAUMONT TRACTOR COMPANY	51.36	509405	
PHILPOTT MOTORS, INC.	203.75	509438	
BUMPER TO BUMPER	44.74	509499	
CENTERPOINT ENERGY RESOURCES CORP	51.70	509501	
MARTIN PRODUCT SALES LLC	145.60	509504	
TRANSIT & LEVEL CLINIC LLC	2,705.00	509550	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	3,301.15**
ROAD & BRIDGE PCT. # 3			
ENTERGY	318.00	509425	
S.E. TEXAS BUILDING SERVICE	65.00	509447	
VERIZON WIRELESS	38.01	509470	
CHARTER COMMUNICATIONS	155.33	509582	
ODP BUSINESS SOLUTIONS, LLC	40.99	509587	617.33**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	337.21	509395	
BAUDVILLE, INC.	94.32	509404	
RB EVERETT & COMPANY, INC.	862.50	509415	
GULF COAST SCREW & SUPPLY	22.65	509424	
M&D SUPPLY	83.35	509434	
PHILPOTT MOTORS, INC.	120.32	509438	
DEPARTMENT OF INFORMATION RESOURCES	.04	509461	
4IMPRINT, INC.	260.74	509485	
EVERETT D ALFRED	100.87	509491	
MARTIN PRODUCT SALES LLC	6,468.00	509504	
O'REILLY AUTO PARTS	63.69	509557	
GULF COAST	182.52	509561	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
ODP BUSINESS SOLUTIONS, LLC	150.93	509587	
MUNRO'S UNIFORM SERVICES, LLC	67.71	509588	
LONG PLAN PRINTING INC	532.00	509601	9,445.85**
ENGINEERING FUND			
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	509569	275.00**
PARKS & RECREATION			
VERIZON WIRELESS	38.01	509470	
LOWE'S HOME CENTERS, INC.	242.09	509487	
NORTHERN TOOL AND EQUIPMENT	276.92	509531	
GENNIS MEMORIALS LLC	3,678.87	509549	
ALL TERRAIN EQUIPMENT CO	183.57	509555	4,419.46**
GENERAL FUND			
TAX OFFICE			
UNITED STATES POSTAL SERVICE	761.06	509476	
NEMO-Q	310.00	509541	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	509569	
ODP BUSINESS SOLUTIONS, LLC	32.98	509587	1,500.04*
COUNTY HUMAN RESOURCES			

NAME	AMOUNT	CHECK NO. 149	TOTAL 149
UNITED STATES POSTAL SERVICE	9.07	509476	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	108.07*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	11.23	509476	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	509569	
ODP BUSINESS SOLUTIONS, LLC	162.23	509587	
VANECIA JORDAN	384.64	509595	
JON SAMUEL WILLIAMS	71.40	509596	840.50*
COUNTY CLERK			
TEXAS COLLEGE OF PROBATE JUDGE	425.00	509450	
UNITED STATES POSTAL SERVICE	310.18	509476	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	509569	1,144.18*
COUNTY JUDGE			
WELLS PEYTON & PARTAIN, LLP	500.00	509402	
CHEROKEE COUNTY CLERK	620.00	509412	
UNITED STATES POSTAL SERVICE	8.59	509476	
ROCKY LAWDERMILK	500.00	509488	
ROCKY LAWDERMILK	1,800.00	509489	
HARVEY L WARREN III	2,250.00	509521	
MOORE LANDREY LLP	1,000.00	509525	
BRITTANIE HOLMES	500.00	509534	
THOMSON REUTERS-WEST	133.38	509538	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
CARRIER & ALLISON LAW GROUP PC	500.00	509572	7,910.97*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.63	509476	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	99.63*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	145.53	509476	145.53*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	4.37	509476	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	103.37*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	25.00	509396	
CASH ADVANCE ACCOUNT	25.00	509430	
SPINDLETOP MHMR	34,666.91	509433	
CROWN CASTLE INTERNATIONAL	1,939.38	509496	
MILLIMAN	3,675.00	509512	
ROCHESTER ARMORED CAR CO INC	6,757.25	509526	
CHARTER COMMUNICATIONS	232.15	509583	47,320.69*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	378.78	509459	
VERIZON WIRELESS	75.98	509470	
SHI GOVERNMENT SOLUTIONS, INC.	444.68	509482	
SHELDON JENKINS	343.88	509564	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	1,342.32*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	190.72	509476	190.72*
ELECTIONS DEPARTMENT			
CASH ADVANCE ACCOUNT	1,021.52	509430	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	1,120.52*
DISTRICT ATTORNEY			

NAME	AMOUNT	CHECK NO. 150	TOTAL 150
JEFFERSON CTY. BAR ASSOCIATION	4,665.00	509428	
NELL MCCALLUM & ASSOC., INC.	1,772.56	509435	
UNITED STATES POSTAL SERVICE	296.07	509476	
THOMSON REUTERS-WEST	3,895.69	509538	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	509569	
ODP BUSINESS SOLUTIONS, LLC	73.97	509587	
US LEGAL SUPPORT INC	780.45	509600	11,991.74*
DISTRICT CLERK			
KIRKSEY'S SPRINT PRINTING	48.25	509432	
UNITED STATES POSTAL SERVICE	297.24	509476	
FUNCTION 4 LLC	570.00	509553	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
ODP BUSINESS SOLUTIONS, LLC	589.45	509587	1,603.94*
CRIMINAL DISTRICT COURT			
DAVID GROVE	4,375.00	509400	
KEVIN PAULA SEKALY PC	8,750.00	509444	
KEVIN S. LAINE	4,375.00	509457	
JOHN D WEST	8,750.00	509462	
LANGSTON ADAMS	8,750.00	509490	
KIMBERLY R. BROUSSARD	572.00	509513	
JASON ROBERT NICKS	4,375.00	509520	
WILLIAM MARCUS WILKERSON	800.00	509535	
M.K. HAMZA, PHD, P.A.	1,600.00	509536	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	509569	42,545.00*
58TH DISTRICT COURT			
THOMSON REUTERS-WEST	60.00	509538	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
ODP BUSINESS SOLUTIONS, LLC	308.80	509587	467.80*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT	5.99	509479	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	104.99*
136TH DISTRICT COURT			
JEFFERSON CTY. BAR ASSOCIATION	165.00	509427	
UNITED STATES POSTAL SERVICE	1.07	509476	
THOMSON REUTERS-WEST	52.42	509538	218.49*
172ND DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	99.00*
252ND DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	3,975.00	509423	
KEVIN S. LAINE	4,375.00	509457	
CHARLES ROJAS	8,750.00	509460	
UNITED STATES POSTAL SERVICE	9.07	509476	
LAURIE PEROZZO	900.00	509518	
JASON ROBERT NICKS	4,375.00	509520	
JAMES R. MAKIN, P.C.	1,012.50	509528	
M.K. HAMZA, PHD, P.A.	1,600.00	509536	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	25,095.57*
279TH DISTRICT COURT			
THOMAS J. BURBANK PC	1,050.00	509409	
JEFFERSON CTY. BAR ASSOCIATION	165.00	509427	
ANITA F. PROVO	440.00	509439	
NATHAN REYNOLDS, JR.	605.00	509440	
GLEN M. CROCKER	675.00	509484	
JOEL WEBB VAZQUEZ	1,045.00	509498	
TONYA CONNELL TOUPS	880.00	509508	
REAUD MORGAN & QUINN LLP	220.00	509515	
BRITTANIE HOLMES	1,650.00	509534	

NAME	AMOUNT	CHECK NO. 151	TOTAL
THOMSON REUTERS-WEST	60.00	509538	
WILLIAM FORD DISHMAN	440.00	509542	
LINDSEY SCOTT	1,160.00	509547	
ALICIA K HALL PLLC	781.00	509566	
SHELANDER LAW OFFICE	1,210.00	509578	
317TH DISTRICT COURT			10,381.00*
LAIRON DOWDEN, JR.	325.00	509414	
ANITA F. PROVO	110.00	509439	
UNITED STATES POSTAL SERVICE	17.64	509476	
GLEN M. CROCKER	220.00	509484	
LANGSTON ADAMS	440.00	509490	
WILLIAM FORD DISHMAN	440.00	509542	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
JUSTICE COURT-PCT 1 PL 1			1,651.64*
CASH ADVANCE ACCOUNT	985.21	509430	
UNITED STATES POSTAL SERVICE	43.70	509476	
THOMSON REUTERS-WEST	133.38	509538	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
JUSTICE COURT-PCT 1 PL 2			1,261.29*
UNITED STATES POSTAL SERVICE	8.52	509476	
JUSTICE COURT-PCT 6			8.52*
UNITED STATES POSTAL SERVICE	31.66	509476	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
JUSTICE COURT-PCT 7			130.66*
AT&T	44.29	509449	
DEPARTMENT OF INFORMATION RESOURCES	.14	509461	
JUSTICE OF PEACE PCT. 8			44.43*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
COUNTY COURT AT LAW NO.1			99.00*
UNITED STATES POSTAL SERVICE	5.91	509476	
SIERRA SPRING WATER CO. - BT	115.91	509478	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
COUNTY COURT AT LAW NO. 2			220.82*
DONALD BOUDREAUX	500.00	509406	
THOMAS J. BURBANK PC	750.00	509409	
A. MARK FAGGARD	400.00	509416	
JUDGE MASON MARTIN	797.47	509455	
UNITED STATES POSTAL SERVICE	15.48	509476	
SIERRA SPRING WATER CO. - BT	46.46	509480	
LANGSTON ADAMS	250.00	509490	
LAURIE PEROZZO	250.00	509518	
MATUSKA LAW FIRM	250.00	509544	
JARED GILTHORPE	500.00	509545	
LINDSEY SCOTT	400.00	509547	
JENNIFER DELAGE	250.00	509551	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
COUNTY COURT AT LAW NO. 3			4,508.41*
TODD W LEBLANC	800.00	509397	
A. MARK FAGGARD	300.00	509416	
UNITED STATES POSTAL SERVICE	5.11	509476	
SIERRA SPRING WATER CO. - BT	53.95	509481	
KIMBERLY PHELAN, P.C.	500.00	509503	
LAURIE PEROZZO	350.00	509518	
LINDSEY SCOTT	250.00	509547	
JENNIFER DELAGE	250.00	509551	
COURT MASTER			2,509.06*

NAME	AMOUNT	CHECK NO. 152	TOTAL
UNITED STATES POSTAL SERVICE	.63	509476	
LAWRENCE E THORNE III	2,821.41	509523	
KENT W JOHNS	1,000.00	509529	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	3,921.04*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	2.15	509476	2.15*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	509569	396.00*
SHERIFF'S DEPARTMENT			
FAST SIGNS, INC.	6.15	509417	
FED EX	79.55	509418	
CASH ADVANCE ACCOUNT	562.00	509430	
KIRKSEY'S SPRINT PRINTING	24.95	509432	
SAM'S WESTERN WEAR, INC.	129.57	509441	
S.E. TEXAS REGIONAL PLANNING	38.44	509448	
DEPARTMENT OF INFORMATION RESOURCES	537.28	509461	
VERIZON WIRELESS	3,405.86	509468	
UNITED STATES POSTAL SERVICE	1,205.80	509476	
THIRD COAST TINT	175.00	509510	
SATCOM DIRECT COMMUNICATIONS INC	740.00	509516	
RITA HURT	275.00	509532	
GALLS LLC	1,332.52	509546	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	509569	
NEIGHBORHOOD VETERINARY CENTERS LLC	494.16	509581	
ODP BUSINESS SOLUTIONS, LLC	862.65	509587	
AMAZON CAPITAL SERVICES	39.99	509590	
BEAUMONT OCCUPATIONAL SERVICES	104.85	509592	10,508.77*
CRIME LABORATORY			
ALLOMETRICS INC.	189.00	509398	
ABACUS DIAGNOSTIC, INC.	688.00	509403	
FED EX	76.72	509419	
FISHER SCIENTIFIC	855.78	509420	
HENRY SCHEIN, INC.	376.90	509443	
THERMAL SCIENTIFIC, INC.	1,228.80	509452	
ULINE SHIPPING SUPPLY SPECIALI	338.10	509453	
VERIZON WIRELESS	37.99	509469	
AIRGAS USA, LLC	616.13	509558	
CLEAN EARTH ENVIRONMENTAL SOLUTIONS	3,271.25	509563	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
ODP BUSINESS SOLUTIONS, LLC	658.50	509587	8,436.17*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	32,038.29	509410	
JACK BROOKS REGIONAL AIRPORT	889.80	509429	
JOHNSON SUPPLY	91.65	509431	
DEPARTMENT OF INFORMATION RESOURCES	.52	509461	
INTERCONTINENTAL JET CORP	2,427.00	509500	
WORLD FUEL SERVICES	7,569.84	509519	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	509569	43,835.10*
JUVENILE PROBATION DEPT.			
CASH ADVANCE ACCOUNT	534.38	509430	
VERIZON WIRELESS	53.42	509470	
UNITED STATES POSTAL SERVICE	28.87	509476	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	509569	913.67*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	5,962.51	509410	
CHARMTEX INC.	4,342.70	509494	
BEN E KEITH COMPANY	3,383.14	509497	
CENTERPOINT ENERGY RESOURCES CORP	143.04	509501	
G TEL ENTERPRISES INC	194.80	509509	

NAME	AMOUNT	CHECK NO.	TOTAL
ATTABOY TERMITE & PEST CONTROL	77.10	509517	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,270.51	509533	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
SOUTHERN FOLGER CONTRACTING, INC	17,627.26	509579	
FLOWERS BAKING COMPANY OF HOUSTON	124.19	509589	
			33,224.25*
CONSTABLE PCT 1			
SOLAR SPECIALTIES	160.00	509446	
VERIZON WIRELESS	227.94	509470	
UNITED STATES POSTAL SERVICE	38.77	509476	
GALLS LLC	132.00	509546	
TND WORKWEAR CO LLC	51.95	509554	
COTTON CARGO	271.00	509560	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
GOT YOU COVERED WORK WEAR & UNIFORM	233.46	509580	
			1,214.12*
CONSTABLE-PCT 2			
GT DISTRIBUTORS, INC.	253.14	509421	
VERIZON WIRELESS	113.97	509470	
			367.11*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	509470	
			113.97*
CONSTABLE-PCT 6			
MOTOROLA SOLUTIONS INC	126.47	509458	
VERIZON WIRELESS	113.97	509470	
UNITED STATES POSTAL SERVICE	8.59	509476	
THOMSON REUTERS-WEST	133.38	509538	
			382.41*
CONSTABLE PCT. 7			
AT&T	44.29	509449	
VERIZON WIRELESS	113.97	509470	
			158.26*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	509470	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
			212.97*
COUNTY MORGUE			
FORENSIC MEDICAL	86,580.00	509559	
			86,580.00*
AGRICULTURE EXTENSION SVC			
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	509569	
			211.00*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	509407	
MERCY FUNERAL HOME	1,500.00	509436	
CLAYBAR HAVEN OF REST	1,240.00	509473	
UNITED STATES POSTAL SERVICE	128.26	509476	
PROCTOR'S MORTUARY INC	1,500.00	509522	
THOMSON REUTERS-WEST	157.18	509538	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	509569	
EZEA D EDE MD	3,490.91	509570	
ODP BUSINESS SOLUTIONS, LLC	337.09	509587	
			10,051.44*
HEALTH AND WELFARE NO. 2			
BROUSSARD'S MORTUARY	1,500.00	509408	
AT&T	44.29	509449	
CLAYBAR HAVEN OF REST	1,240.00	509474	
THOMSON REUTERS-WEST	157.18	509538	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	509569	
EZEA D EDE MD	3,490.91	509570	
			6,630.38*
NURSE PRACTITIONER			

NAME	AMOUNT	CHECK NO. 154	TOTAL
RACHAEL COE	36.00	509472	
SERVET MUHITTIN SATIR	1,000.00	509576	
TRACY TANTILLO	36.00	509597	1,072.00*
CHILD WELFARE UNIT			
J.C. PENNEY'S	2,253.30	509486	
ROSS DRESS FOR LESS, INC.	884.37	509505	3,137.67*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	99.00*
INDIGENT MEDICAL SERVICES			
VERIZON WIRELESS	40.18	509470	
CARDINAL HEALTH 110 INC	29,291.21	509540	29,331.39*
MAINTENANCE-BEAUMONT			
SPIDLE & SPIDLE	3,191.31	509399	
JOHNSTONE SUPPLY	10.61	509401	
W.W. GRAINGER, INC.	511.77	509422	
ENTERGY	35,781.18	509425	
M&D SUPPLY	65.52	509434	
SANITARY SUPPLY, INC.	479.34	509442	
ACE IMAGEWEAR	223.12	509445	
AT&T	5,109.72	509449	
DEPARTMENT OF INFORMATION RESOURCES	683.95	509461	
UNITED STATES POSTAL SERVICE	.63	509476	
AT&T GLOBAL SERVICES	731.75	509493	
OTIS ELEVATOR COMPANY	2,808.46	509495	
AT&T CORP	5,561.67	509574	
PREFERRED FACILITIES GROUP-USA, LLC	1,598.85	509575	
SOUTHWESTERN PAINT&WALLPAPER CO INC	143.55	509591	56,901.43*
MAINTENANCE-PORT ARTHUR			
COBURN SUPPLY COMPANY INC	23.03	509411	
W.W. GRAINGER, INC.	60.72	509422	
AT&T	72.06	509449	
DEPARTMENT OF INFORMATION RESOURCES	3.86	509461	
PETE & HAROLD'S AUTO CLINIC, INC.	7.00	509477	
SOLAR	766.36	509483	
LOWE'S HOME CENTERS, INC.	569.05	509487	
TEXAS GAS SERVICE	474.52	509492	
NORTHERN TOOL AND EQUIPMENT	119.96	509531	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
CHARTER COMMUNICATIONS	481.29	509584	2,676.85*
MAINTENANCE-MID COUNTY			
DEPARTMENT OF INFORMATION RESOURCES	3.86	509461	
CENTERPOINT ENERGY RESOURCES CORP	99.01	509501	102.87*
SERVICE CENTER			
SPIDLE & SPIDLE	16,737.77	509399	
J.K. CHEVROLET CO.	49.77	509426	
THE MUFFLER SHOP	112.00	509437	
PHILPOTT MOTORS, INC.	1,481.77	509438	
JEFFERSON CTY. TAX OFFICE	7.50	509463	
JEFFERSON CTY. TAX OFFICE	7.50	509464	
JEFFERSON CTY. TAX OFFICE	7.50	509465	
JEFFERSON CTY. TAX OFFICE	7.50	509466	
JEFFERSON CTY. TAX OFFICE	7.50	509467	
BUMPER TO BUMPER	521.22	509499	
KIMBALL MIDWEST	166.78	509502	
AMERICAN TIRE DISTRIBUTORS	1,218.94	509514	
MIGHTY OF SOUTHEAST TEXAS	65.99	509530	
MIDNIGHT AUTO	334.90	509552	
TOWN AND COUNTRY FORD	3,758.58	509599	24,485.22*
VETERANS SERVICE			

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
ODP BUSINESS SOLUTIONS, LLC	150.68	509587	
			249.68*
MOSQUITO CONTROL FUND			489,982.82**
SANITARY SUPPLY, INC.	74.27	509442	
ACE IMAGEWEAR	72.18	509445	
UNITED PARCEL SERVICE	24.42	509454	
CENTERPOINT ENERGY RESOURCES CORP	46.60	509501	
O'REILLY AUTO PARTS	61.51	509557	
J.C. FAMILY TREATMENT			278.98**
MARY BEVIL	1,443.50	509565	
SECURITY FEE FUND			1,443.50**
ALLIED UNIVERSAL SECURITY SERVICES	10,514.10	509562	
LAW LIBRARY FUND			10,514.10**
THOMSON REUTERS-WEST	3,147.77	509538	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
EMPG GRANT			3,246.77**
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	509569	
ODP BUSINESS SOLUTIONS, LLC	54.05	509587	
JUVENILE PROB & DET. FUND			329.05**
VERIZON WIRELESS	70.57	509470	
GRANT A STATE AID			70.57**
ODP BUSINESS SOLUTIONS, LLC	64.66	509587	
COMMUNITY SUPERVISION FND			64.66**
CASH ADVANCE ACCOUNT	1,371.44	509430	
DEPARTMENT OF INFORMATION RESOURCES	52.77	509461	
VERIZON WIRELESS	32.60	509470	
UNITED STATES POSTAL SERVICE	100.15	509476	
REDWOOD TOXICOLOGY LABORATORY, INC	636.62	509506	
JCCSC	150.00	509527	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
ODP BUSINESS SOLUTIONS, LLC	666.12	509587	
COMMUNITY CORRECTIONS PRG			3,108.70**
CASH ADVANCE ACCOUNT	685.72	509430	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
DRUG DIVERSION PROGRAM			784.72**
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
LAW OFFICER TRAINING GRT			99.00**
TEXAS COMMISSION ON LAW ENFORCEMENT	35.00	509511	
ODP BUSINESS SOLUTIONS, LLC	39.99	509587	
SEVEN MOBILE MARKETING LLC	550.00	509594	
COUNTY CLERK - RECORD MGT			624.99**
MANATRON INC	13,267.65	509507	
COUNTY RECORDS MANAGEMENT			13,267.65**
CDW COMPUTER CENTERS, INC.	407.44	509459	
GMO GLOBAL SIGN INC	1,414.00	509548	
NATIONAL ALLIANCE OF PRESERVATION	50.00	509598	
DEPUTY SHERIFF EDUCATION			1,871.44**

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	883.35	509430	883.35**
J.P. COURTROOM TECH. FUND			
CDW COMPUTER CENTERS, INC.	1,119.09	509459	
VERIZON WIRELESS	227.96	509470	1,347.05**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	1,731.56	509425	
DEPARTMENT OF INFORMATION RESOURCES	1.38	509461	
AT&T CORP	265.00	509574	1,997.94**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	509569	198.00**
CAPITAL PROJECTS FUND			
TIM RICHARDSON	9,000.00	509543	9,000.00**
AIRPORT FUND			
VERIZON WIRELESS	37.99	509470	
CENTERPOINT ENERGY RESOURCES CORP	122.70	509501	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	509569	
CHARTER COMMUNICATIONS	115.59	509585	375.28**
SE TX EMP. BENEFIT POOL			
BAY BRIDGE ADMINISTRATORS LLC	1,082.00	509573	1,082.00**
D.A.'S FORFEITURED FUNDS			
DELL MARKETING L.P.	1,943.40	509413	1,943.40**
SHERIFF'S FORFEITURE FUND			
SOUTH AIR HELICOPTERS INC	4,925.17	509556	4,925.17**
LANGUAGE ACCESS FUND			
ANITA U SEPEDA	100.00	509524	
RUBEN ZAPATA	300.00	509593	400.00**
ARPA CORONAVIRUS RECOVERY			
TIDAL BASIN GOVERNMENT CONSULTING	12,672.50	509571	12,672.50**
GLO DISASTER RECOVERY			
TEXAS DEPT OF TRANSPORTATION	200,000.00	509451	200,000.00**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	227.94	509470	227.94**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	1,406.46	509429	
VERIZON WIRELESS	151.96	509471	
GALLS LLC	84.64	509546	
SOUTH AIR HELICOPTERS INC	53,000.00	509556	54,643.06**
SHERIFF - COMMISSARY			
THOMSON REUTERS-WEST	3,541.35	509538	3,541.35**
			838,043.69***

**AMENDED
 ORDER OF SPECIAL ELECTION
 ORDEN DE ELECCIÓN ESPECIAL**

(For Governor-Ordered or County-Ordered Measure Elections)
 (Para órdenes de gobernador u ordenes de condado sobre elecciones medidas)

An election is hereby ordered to be held on 11 / 7 /2023 for the purpose of voting on:
 (Por la presente se ordena celebrar una elección el ^(date)11 / 7 /2023 con el propósito de votar sobre.)
 (fecha)

List Offices/Propositions/Measures on the ballot (Enumere los puestos/proposiciones/medidas oficiales en la boleta)

See attached.

Early voting by personal appearance will be conducted each weekday at:
 (La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

The Main Early Voting Location (sitio principal de votación adelantada)

Location (sitio)	Hours (horas)
Jefferson County Courthouse (Lobby)	10/23-10/27 8AM-5PM, 10/30-11/03 7 AM- 7 PM

Branch Early Voting Locations (sucursal sitios de votación adelantada)

Location (sitio)	Hours (horas)
Precinct 1 Service Center (Front Conference Room)	10/23-10/27 8AM-5PM, 10/30-11/03 7 AM-7 PM
Rogers Park Community Center	10/23-10/27 8AM-5PM, 10/30-11/03 7 AM-7 PM
Hebert Library (Community Room)	10/23-10/27 8AM-5PM, 10/30-11/03 7 AM-7 PM
Ray Chesson Office Building (Courtroom)	10/23-10/27 8AM-5PM, 10/30-11/03 7 AM-7 PM
Marion & Ed Hughes Public Library (Meeting Room)	10/23-10/27 8AM-5PM, 10/30-11/03 7 AM-7 PM
Groves Activity Building (Lounge)	10/23-10/27 8AM-5PM, 10/30-11/03 7 AM-7 PM
Jefferson County Sub-Courthouse (Foyer)	10/23-10/27 8AM-5PM, 10/30-11/03 7 AM-7 PM
Port Arthur Library (Lucy Stiefel Gallery)	10/23-10/27 8AM-5PM, 10/30-11/03 7 AM-7 PM
Jefferson County Courthouse (Lobby)	10/23-10/27 8AM-5PM, 10/30-11/03 7 AM-7 PM
John Paul Davis Community Center	10/23-10/27 8AM-5PM, 10/30-11/03 7 AM-7 PM
Theodore Johns Library (Meeting Room)	10/23-10/27 8AM-5PM, 10/30-11/03 7 AM-7 PM
	10-28 7 AM - 7 PM, 10-29 12 PM - 6 PM

Early voting by personal appearance will be conducted each weekend at:
 (La votación adelantada en persona se llevará a cabo en el fin de semana en:)

The Main Early Voting Location (sitio principal de votación adelantada)

Location (sitio)	Hours (horas)
Jefferson County Courthouse (Lobby)	10-28 7 AM - 7 PM, 10-29 12 PM - 6 PM

Branch Early Voting Locations (*sucursal sitios de votación adelantada*)

Location (<i>sitio</i>)	Hours (<i>horas</i>)
See above.	

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Roxanne Acosta-Hellberg

 Name of Early Voting Clerk
(Nombre del Secretario/a de la Votación Adelantada)

1085 Pearl Street

 Address (*Dirección*)

Beaumont 77701

 City (*Ciudad*) Zip Code (*Código Postal*)

409-835-8760

 Telephone Number (*Número de teléfono*)

countyclerk@jeffcotx.us

 Email Address (*Dirección de Correo Electrónico*)

www.jeffersonelections.com

 Early Voting Clerk's Website (*Sitio web del Secretario/a de Votación Adelantada*)

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

10 / 27 / 2023

 (date)(*fecha*)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

10 / 27 / 2023

 (date)(*fecha*)

Issued this _____ day of _____, 20 _____.
 (day) (month) (year)

(Emitida este día _____ de _____, 20 _____.)
 (día) (mes) (año)

 Signature of County Judge
(Firma del Juez del Condado)

 Signature of Commissioner
(Firma del Comisionado)

 Signature of Commissioner
(Firma del Comisionado)

 Signature of Commissioner
(Firma del Comisionado)

 Signature of Commissioner
(Firma del Comisionado)

**Ballot Language for the November 7, 2023
Constitutional Amendment Election**

Proposition 1 - HJR 126

"The constitutional amendment protecting the right to engage in farming, ranching, timber production, horticulture, and wildlife management."

Proposition 2 - SJR 64

"The constitutional amendment authorizing a local option exemption from ad valorem taxation by a county or municipality of all or part of the appraised value of real property used to operate a child-care facility."

Proposition 3 - HJR 132

"The constitutional amendment prohibiting the imposition of an individual wealth or net worth tax, including a tax on the difference between the assets and liabilities of an individual or family."

Proposition 4 - HJR 2 (2nd Special Session)

"The constitutional amendment to authorize the legislature to establish a temporary limit on the maximum appraised value of real property other than a residence homestead for ad valorem tax purposes; to increase the amount of the exemption from ad valorem taxation by a school district applicable to residence homesteads from \$40,000 to \$100,000; to adjust the amount of the limitation on school district ad valorem taxes imposed on the residence homesteads of the elderly or disabled to reflect increases in certain exemption amounts; to except certain appropriations to pay for ad valorem tax relief from the constitutional limitation on the rate of growth of appropriations; and to authorize the legislature to provide for a four-year term of office for a member of the board of directors of certain appraisal districts."

Proposition 5 - HJR 3

"The constitutional amendment relating to the Texas University Fund, which provides funding to certain institutions of higher education to achieve national prominence as major research universities and drive the state economy."

Proposition 6 - SJR 75

"The constitutional amendment creating the Texas water fund to assist in financing water projects in this state."

Proposition 7 - SJR 93

"The constitutional amendment providing for the creation of the Texas energy fund to support the construction, maintenance, modernization, and operation of electric generating facilities."

Proposition 8 - HJR 125

"The constitutional amendment creating the broadband infrastructure fund to expand high-speed broadband access and assist in the financing of connectivity projects."

Proposition 9 - HJR 2

"The constitutional amendment authorizing the 88th Legislature to provide a cost-of-living adjustment to certain annuitants of the Teacher Retirement System of Texas."

Proposition 10 - SJR 87

"The constitutional amendment to authorize the legislature to exempt from ad valorem taxation equipment or inventory held by a manufacturer of medical or biomedical products to protect the Texas healthcare network and strengthen our medical supply chain."

Proposition 11 - SJR 32

"The constitutional amendment authorizing the legislature to permit conservation and reclamation districts in El Paso County to issue bonds supported by ad valorem taxes to fund the development and maintenance of parks and recreational facilities."

Proposition 12 - HJR 134

"The constitutional amendment providing for the abolition of the office of county treasurer in Galveston County."

Proposition 13 - HJR 107

"The constitutional amendment to increase the mandatory age of retirement for state justices and judges."

Proposition 14 - SJR 74

"The constitutional amendment providing for the creation of the centennial parks conservation fund to be used for the creation and improvement of state parks."

EARLY VOTING
October 23, 2023 – November 3, 2023

November Constitutional Amendment Election – Countywide Polling – All precincts may vote at any Vote Center.
(Elecciones de enmienda constitucional de noviembre – Lugares de votacion en todo el condado – Todos los precinctos pueden votar en cualquier centro de votacion.)

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

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones anteriores):

October 23 – 27, 2023 (Octubre 23 – 27, 2023)	Monday - Friday (Lunes -Viernes)	8:00 a.m. - 5:00 p.m.
October 28, 2023 (Octubre 28, 2023)	Saturday (Sábado)	7:00 a.m. - 7:00 p.m.
October 29, 2023 (Octubre 29, 2023)	Sunday (Domingo)	12:00 p.m. - 6:00 p.m.
October 30 – November 3, 2023 (Octubre 30 – Noviembre 3, 2023)	Monday – Friday (Lunes – Viernes)	7:00 a.m. – 7:00 p.m.

ELECTION DAY November 7, 2023

November Constitutional Amendment Election – Countywide Polling – All precincts may vote at any Vote Center.
(Elecciones de enmienda constitucional de noviembre – Lugares de votacion en todo el condado – Todos los precinctos pueden votar en cualquier centro de votacion.)

Election Day Polling Places <i>Localizaciones</i>	Address <i>Direccion</i>	City, State, Zip Code <i>Cuidad, Estado,Codigo postal</i>
Amelia Elementary School (Gymnasium)	565 S. Major Dr	Beaumont, TX 77707
Bevil Oaks Civic Center	7390 Sweetgum Road	Bevil Oaks, TX 77713
BISD Administration Building (Boardroom)	3395 Harrison Ave	Beaumont, TX 77706
Dishman Elementary (Gymnasium)	3475 Champions Dr	Beaumont, TX 77707
Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy 90	China, TX 77613
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
RC Miller Library (Meeting Room)	1605 Dowlen Road	Beaumont, TX 77706
Regina Howell Elementary	5850 Regina Lane	Beaumont, TX 77706
Caldwood Elementary	102 Berkshire Lane	Beaumont, TX 77707
Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
Hebert Library (Community Room)	2025 Merriman St	Port Neches, TX 77651
Jefferson County WCID 10 Fire Station (Front Lobby)	2024 Spurlock Rd.	Nederland, TX 77627
Groves Public Library (Front Meeting Room)	5600 West Washington	Groves, TX 77619
Nederland City Hall	207 N. 12 th Street	Nederland, TX 77627
Nederland Recreation Center (Meeting Room)	2301 Avenue H	Nederland, TX 77627
Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
Jefferson County ESD #4 (Main Meeting Room)	12880 FM 365	Beaumont, TX 77705
Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave	Nederland, TX 77627
Port Neches City Hall (Council Chambers – Room 104)	1005 Merriman	Port Neches, TX 77651
Groves Activity Building (Lounge)	6150 39 th Street	Groves, TX 77619
DeQueen Elementary (Fifth Grade Hall)	740 DeQueen Blvd	Port Arthur, TX 77640
Zion Hill Baptist Church (Education Building)	5848 Roosevelt Ave	Port Arthur, TX 77640
Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr	Port Arthur, TX 77640
Former Dowling Elementary (Library)	6301 Pat Ave	Port Arthur, TX 77640
O.W. Collins Retirement Center (Social Service Room)	4440 Gulfway Dr	Port Arthur, TX 77642
Port Arthur Library (Lucy Stiefel Gallery)	4615 9 th Avenue	Port Arthur, TX 77642
Queen of Vietnam Catholic Church (St. Joseph Hall)	801 9 th Avenue	Port Arthur, TX 77642
R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
Travis Elementary (Library)	1115 Lakeview Ave	Port Arthur, TX 77642
Willie Ryman Community Center	3248 39 th Street	Port Arthur, TX 77642
Alice Keith Park Recreation Center	4075 Highland Ave	Beaumont, TX 77705
Charlton-Pollard Elementary (Gymnasium)	825 Jackson St	Beaumont, TX 77701
Lamar University Montagne Center (Cardinal Club Room)	4401 S. MLK Pkwy	Beaumont, TX 77705
Hamshire VFD and Community Center	12318 2 nd St	Hamshire, TX 77622
Jefferson County Courthouse (Lobby) Main Polling Location	1085 Pearl St	Beaumont, TX 77701
MLK Middle School (Gymnasium)	1400 Avenue A	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Precinct 4 Service Center (Conference Room)	7780 Boyt Rd	Beaumont, TX 77713
Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

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

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

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

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

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

EARLY VOTING LOCATIONS:

(Ubicaciones de Votación Adelantada):

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

DATES AND HOURS FOR ALL EARLY VOTING LOCATIONS:

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

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

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

Mail:
(Correo:)

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

Common or Contact Carrier
(Transportista Común o Contratado:)

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

Fax:
(Facsímil:)

(409) 839-2394

Email:
(Correo Electrónico):

countyclerk@jeffcotx.us

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

Issued this the _____ day of August, 2023.
(Emitida este día _____ de Agosto, 2023.)

Signature of County Judge
(Firma del Juez del Condado)

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

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

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

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

ELECTION DAY November 7, 2023

November Constitutional Amendment Election – Countywide Polling – All precincts may vote at any Vote Center.
(Elecciones de enmienda constitucional de noviembre – Lugares de votacion en todo el condado – Todos los precinctos pueden votar en cualquier centro de votacion.)

Election Day Polling Places	Address	City, State, Zip Code
<i>Localizaciones</i>	<i>Direccion</i>	<i>Cuidad, Estado,Codigo postal</i>
Amelia Elementary School (Gymnasium)	565 S. Major Dr	Beaumont, TX 77707
Bevil Oaks Civic Center	7390 Sweetgum Road	Bevil Oaks, TX 77713
BISD Administration Building (Boardroom)	3395 Harrison Ave	Beaumont, TX 77706
Dishman Elementary (Gymnasium)	3475 Champions Dr	Beaumont, TX 77707
Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy 90	China, TX 77613
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
RC Miller Library (Meeting Room)	1605 Dowlen Road	Beaumont, TX 77706
Regina Howell Elementary	5850 Regina Lane	Beaumont, TX 77706
Caldwood Elementary	102 Berkshire Lane	Beaumont, TX 77707
Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
Hebert Library (Community Room)	2025 Merriman St	Port Neches, TX 77651
Jefferson County WCID 10 Fire Station (Front Lobby)	2024 Spurlock Rd.	Nederland, TX 77627
Groves Public Library (Front Meeting Room)	5600 West Washington	Groves, TX 77619
Nederland City Hall	207 N. 12 th Street	Nederland, TX 77627
Nederland Recreation Center (Meeting Room)	2301 Avenue H	Nederland, TX 77627
Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
Jefferson County ESD #4 (Main Meeting Room)	12880 FM 365	Beaumont, TX 77705
Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave	Nederland, TX 77627
Port Neches City Hall (Council Chambers – Room 104)	1005 Merriman	Port Neches, TX 77651
Groves Activity Building (Lounge)	6150 39 th Street	Groves, TX 77619
DeQueen Elementary (Fifth Grade Hall)	740 DeQueen Blvd	Port Arthur, TX 77640
Zion Hill Baptist Church (Education Building)	5848 Roosevelt Ave	Port Arthur, TX 77640
Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr	Port Arthur, TX 77640
Former Dowling Elementary (Library)	6301 Pat Ave	Port Arthur, TX 77640
O.W. Collins Retirement Center (Social Service Room)	4440 Gulfway Dr	Port Arthur, TX 77642
Port Arthur Library (Lucy Stiefel Gallery)	4615 9 th Avenue	Port Arthur, TX 77642
Queen of Vietnam Catholic Church (St. Joseph Hall)	801 9 th Avenue	Port Arthur, TX 77642
R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
Travis Elementary (Library)	1115 Lakeview Ave	Port Arthur, TX 77642
Willie Ryman Community Center	3248 39 th Street	Port Arthur, TX 77642
Alice Keith Park Recreation Center	4075 Highland Ave	Beaumont, TX 77705
Charlton-Pollard Elementary (Gymnasium)	825 Jackson St	Beaumont, TX 77701
Lamar University Montagne Center (Cardinal Club Room)	4401 S. MLK Pkwy	Beaumont, TX 77705
Hamshire VFD and Community Center	12318 2 nd St	Hamshire, TX 77622
Jefferson County Courthouse (Lobby) Main Polling Location	1085 Pearl St	Beaumont, TX 77701
MLK Middle School (Gymnasium)	1400 Avenue A	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Precinct 4 Service Center (Conference Room)	7780 Boyt Rd	Beaumont, TX 77713
Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

NOTICE OF SPECIAL ELECTION
AVISO DE ELECCION ESPECIAL

To the registered voters of the County of Jefferson, Texas:

(A los votante registrados del Condado de Jefferson, Texas)

Notice is hereby given that the polling places listed below will be open from 7 AM to 7 PM, November 7, 2023, for voting in a special election involving Constitutional Amendments, Creation of Emergency Service District 5, taxing measures involving Emergency Services District 3, Emergency Services District 4, Jefferson County WCID No. 10, Sabine Pass ISD and City of Nome. Propositions from the City of Beaumont. Council races in City of Groves, City of Port Neches and City of Bevil Oaks. School board member race in Port- Neches Groves ISD.

(Notifiquese por la presente, que los sitios de votacion citadas abajo se abriran desde las 7 am hasta las 7 pm el 7 de Noviembre, 2023 para votar en la eleccion especial para elegir: creacion servicio de emergencia distrito 5, medidas impositivas relacionadas con el distrito 4 de servicios de emergencia, el distrito 3 de servicios de emergencia, el WCID No. 10 del condado de Jefferson, el distrito escolar independiente de Sabine Pass y Ciudad de Nome. Proposiciones de la ciudad de Beaumont. Carreras municipales en la ciudad de Groves, la ciudad de Port Neches y las ciudad de Bevil Oaks. Carrera para miembros de la junta escolar en Port Neches Groves ISD.)

On Election Day, voters must vote in the precinct where registered to vote, unless the countywide polling place program is being used in the election. *(El Dia de Eleccion, los votantes deberan votar en el precinto donde estan inscritos para votar, a menos que el programa de sitios de votacion del condado se esta utilizando en la eleccion.)*

During Early Voting, a voter may vote at any of the locations listed: *(Durante Votacion Adelantada, los votantes podran votar en cualquiera de los sitios de votacion nombradas abajo.)*

Location of **Main Early Voting Place** - Days and Hours of operation are:

(Sitio principal de votacion adelantada) - Dias y Horas Habiles:

JEFFERSON COUNTY COURTHOUSE

1085 PEARL STREET

BEAUMONT, TEXAS 77701

10-23 to 10-27 8 AM – 5 PM, 10-28 7 AM – 7 PM, 10-29 12 PM to 6 PM, 10-30 to 11 -3 7 AM to 7 PM.

Roxanne Acosta-Hellberg, County Clerk

1085 Pearl Street

Beaumont, Texas 77701

(409) 835-8760

countyclerk@jeffcotx.us

www.jeffersonelections.com

Applications for Ballots by Mail (ABBM's) must be received no later than the close of Business on October 27, 2023. *(Las solicitudes para boletas que se votaran adelantada por correo debrean recibirse no mas tardar de las horas de negocio el 27 de octubre de 2023).*

Issued this _____ day of August, 2023

(Emitada esta dia _____ de Agosto de 2023)

Jeff Branick, Jefferson County Judge

EARLY VOTING
October 23, 2023 – November 3, 2023

November Constitutional Amendment Election – Countywide Polling – All precincts may vote at any Vote Center.
(Elecciones de enmienda constitucional de noviembre – Lugares de votacion en todo el condado – Todos los precintos pueden votar en cualquier centro de votacion.)

Election Day Polling Places	Address	City, State, Zip Code
<i>Localizaciones</i>	<i>Direccion</i>	<i>Cuidad, Estado,Codigo postal</i>
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Port Arthur Library (Lucy Stiefel Gallery)	4615 9 th Avenue	Port Arthur, TX 77642
Jefferson County Courthouse (Lobby)	1085 Pearl St	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones anteriores):

October 23 – 27, 2023 (Octubre 23 – 27, 2023)	Monday - Friday (Lunes -Viernes)	8:00 a.m. - 5:00 p.m.
October 28, 2023 (Octubre 28, 2023)	Saturday (Sábado)	7:00 a.m. - 7:00 p.m.
October 29, 2023 (Octubre 29, 2023)	Sunday (Domingo)	12:00 p.m. - 6:00 p.m.
October 30 – November 3, 2023 (Octubre 30 – Noviembre 3, 2023)	Monday – Friday (Lunes – Viernes)	7:00 a.m. – 7:00 p.m.

ELECTION DAY November 7, 2023

November Constitutional Amendment Election – Countywide Polling – All precincts may vote at any Vote Center.
(Elecciones de enmienda constitucional de noviembre – Lugares de votacion en todo el condado – Todos los precinctos pueden votar en cualquier centro de votacion.)

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ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR

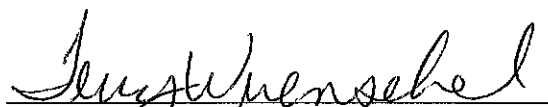


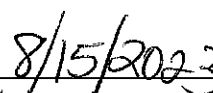
TERRY WUENSCHEL
CHIEF DEPUTY

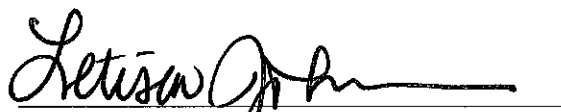
Tax Refund Determination

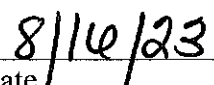
Taxpayer name: Kent Lavergne
Address: 6540 Madison, Groves, TX 77619
Account Number: 051600-000/032700-00000
Amount of Refund: \$5,205.12
Reason: Taxpayer paid total amount due in July. Taxpayer made a subsequent payment in August resulting in a refund.

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.


Terry Wuenschel
Chief Deputy, Tax Assessor-Collector
Jefferson County


Date


County Auditor employee


Date

Tax Refund Determination – 8/5/19

08/15/2023 09:40:52
 TN536 SELECTION SEQUENCE 4337839
 HELD OVERPAYMENT REFUNDS
 REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM
 REFUNDS SELECTED REPORT
 FROM: 08/11/2023 TO: 08/11/2023

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$5000

ACCOUNT NUMBER	UNP	TOT	YEAR	UNIT	OWNER NAME	APPR DIST #	SUIT	DEPOSIT	RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND	REASON(S)
051600-000/032700-00000					2022 8001 LAVERGNE KENT A	81507	TL	1	EC08112023	08/11/2023	54123827	OK	5,205.12		
CHECK PAYEE: KENT LAVERGNE															
6540 MADISON															
GROVES TX77619															
LTS 19, 20 N140 & LT 21 N 150 BLK															
PECAN GROVES															
CHECK TOTAL:															5,205.12

FIDO # : 33069116

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS

5,205.12

COUNT OF REFUND CHECKS

1

DUPLICATE TAX RECEIPT



ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

LAVERGNE KENT A
6540 MADISON BLVD
GROVES, TX 77619-5532

Legal Description:

LTS 19, 20 N140 & LT 21 N 150 BLK 15
PECAN GROVES

Parcel Address: 6540 MADISON BLVD
Legal Acres: 0.4936

Deposit No: EC08112023
Validation No: 2
Account No: 051600-000/032700-00000
Operator Code: ASHLEYBB

Remit Seq No: 54123827
Receipt Date: 08/11/2023
Deposit Date: 08/11/2023
Print Date: 08/14/2023

NO.: 81507

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Row 1: 2022 Overpay, 0, 0.000000, 0.00, 0.00, 0.00, 5,205.12. Row 2: \$0.00, \$0.00, \$0.00, \$5,205.12

Check Number(s):
CC005399245

PAYMENT TYPE:

Exemptions on this property:

CAPPED
HOMESTEAD
DISABLED

eChecks: \$5,205.12
Total Applied: \$5,205.12
Change Paid: \$0.00

PAYER:
KENT LAVERGNE
6540 MADISON
GROVES, TX 77619

PAYMENT DETAIL

REPORT CREATED: 08/14/2023 01:50:52 PM

2228888 // Jefferson County, Texas Tax Office

Payment Detail		Check Payment	
Payment ID	100275208548	Account Number	xxxx8996
Date/Time	8/3/2023 8:48:45 AM	Routing Number	xxxxx7636
Amount	\$5,205.12	Origination	Internet
Conv. Fee	\$0.00	Outcome	Complete
Flow	Payment	Account Type	Checking
Billing Information		Property Information	
First Name	Kent	Payment Type	
Middle Name	Alan	Property Tax Account Number	05160000003270000000
Last Name	LaVergne	Reference	5399245
Name Suffix		Owner Ref	0
Address	[REDACTED]	Description	Property Tax
City	Groves	Client	88000000
State	TX	First Name	Kent
Postal Code	77619	Middle Name	
Country	UNITED STATES	Last Name	LaVergne
Telephone	[REDACTED]	Name Suffix	
Email Address	[REDACTED]	Address	[REDACTED]
		City	Groves
		State	TX
		Postal Code	77619
		Country	UNITED STATES
		Telephone	[REDACTED]

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v23.06.05

ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR

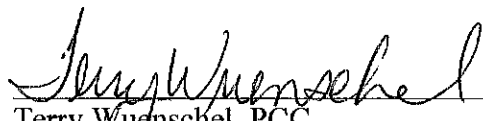


TERRY WUENSCHEL
CHIEF DEPUTY

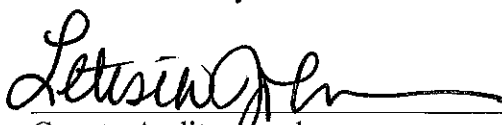
Tax Refund Determination

Taxpayer name: Hudson Title Group, LLC, Southlake Escrow Account
Address: 1209 S White Chapel Blvd, Suite 100, Southlake, TX 76092
Account Number: 070450-000/008100-00000
Amount of Refund: \$6,249.87
Reason: The title company paid the June amount due in July resulting in a balance due. The title company then submitted an additional payment in August, which resulted in an overpayment and refund due.

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.


Terry Wuenschel, PCC
Chief Deputy, Tax Assessor-Collector
Jefferson County

8/15/2023
Date


County Auditor/employee

8/14/23
Date

08/15/2023 09:39:52
 TN536 SELECTION SEQUENCE 4337837
 HELD OVERPAYMENT REFUNDS
 REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM
 REFUNDS SELECTED REPORT
 FROM: 08/09/2023 TO: 08/09/2023

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$6000

ACCOUNT NUMBER	UNP	TOT	YEAR	UNIT	OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
070450-000/008100-00000					115269			M0809202309A	20230809				
					2022 8001 FARNIE PETER J III		TL	1	08/09/2023	54119378	PA	6,249.87	
					CHECK PAYEE:HUDSON TITLE GROUP, LLC		WILCOX L12 B A			CHECK TOTAL:		6,249.87	
					SOUTHLAKE ESCROW ACCOUNT								
					1209 S WHITE CHAPEL BLVD								
					SUITE 100								
					SOUTHLAKE TX76092								

FIDO # : 33010129

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS

6,249.87

COUNT OF REFUND CHECKS

1

DUPLICATE TAX RECEIPT

176

176



ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

FARNIE PETER J III
8675 BROUSSARD RD
BEAUMONT, TX 77713-9366

Legal Description:

WILCOX L12 B A

Parcel Address: 1427 EMILE ST
Legal Acres: 0.1882

Deposit No: M0809202309A
Validation No: 900000067030148
Account No: 070450-000/008100-00000
Operator Code: HSALAZAR

Remit Seq No: 54119378
Receipt Date: 08/09/2023
Deposit Date: 08/09/2023
Print Date: 08/10/2023

NO.: 115269

Table with 8 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Includes rows for 2022 Overpay and 2018 tax units (Jefferson County, Beaumont Isd, City Of Beaumont, Port Of Beaumont, Drainage District #6, Sabine-Neches Nav. Dist.) with a total of \$6,684.80.

Check Number(s):
101611

PAYMENT TYPE:

Checks: \$6,684.80

Exemptions on this property:

Total Applied: \$6,684.80

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
HUDSON TITLE GROUP, LLC
SOUTHLAKE ESCROW ACCOUNT
1209 S WHITE CHAPEL BLVD
SUITE 100
SOUTHLAKE, TX 76092

HS PID 115269 RSN 54114378

ref



Hudson Title Group, LLC
Southlake Escrow Account
[Redacted]
Southlake, TX 76092

ORIGIN BANK
500 S. Service Road E.
RUSTON, LA 71270

101611

Date: 08/07/2023

Order Number: SL-2023-1169

PAY Six Thousand Six Hundred Eighty Four And 80/100

\$6,684.80

TO THE ORDER OF Jefferson County Tax Office
PO BOX 2112
Beaumont, TX 77704

Void After 90 Days

[Signature]

MEMO Closing Proceeds, other charges
PROPERTY: 1427 Emile Street, Beaumont, TX 77701

[Redacted]

Security features. Details on back.

ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR

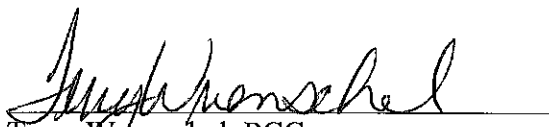


TERRY WUENSCHEL
CHIEF DEPUTY

Tax Refund Determination

Taxpayer name: Hudson Title Group, LLC, Southlake Escrow Account
 Address: 1209 S White Chapel Blvd, Suite 100, Southlake, TX 76092
 Account Number: 070450-000/008000-00000
 Amount of Refund: \$5,591.86
 Reason: The title company paid the June amount due in July resulting in a balance due. The title company then submitted an additional payment in August, which resulted in an overpayment and refund due.

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.


 Terry Wuenschel, PCC
 Chief Deputy, Tax Assessor-Collector
 Jefferson County

8/15/2023
Date


 County Auditor employee

8/16/23
Date

Tax Refund Determination – 8/5/19

08/15/2023 09:39:52
 TN536 SELECTION SEQUENCE 4337835
 HELD OVERPAYMENT REFUNDS

TAX COLLECTION SYSTEM
 REFUNDS SELECTED REPORT
 FROM: 08/09/2023 TO: 08/09/2023

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$5000
 MAXIMUM DOLLAR AMOUNT: \$6000

REFUNDS REPORTED FOR INSPECTION ONLY

ACCOUNT NUMBER	UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
070450-000/008000-00000	2022 8001 FARNIE PETER J III	115268	TL	M0809202309A 20230809 1 08/09/2023	54119424 PA	5,591.86	
CHECK PAYEE:HUDSON TITLE GROUP, LLC				WILCOX L11 B A*	CHECK TOTAL:	5,591.86	
SOUTHLAKE ESCROW ACCOUNT 1209 S WHITE CHAPEL BLVD SUITE 100 SOUTHLAKE TX76092							

FIDO # : 33010129

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS

5,591.86

COUNT OF REFUND CHECKS

1

DUPLICATE TAX RECEIPT

180

180



ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

FARNIE PETER J III
8675 BROUSSARD RD
BEAUMONT, TX 77713-9366

Legal Description:

WILCOX L11 B A*

Parcel Address: 1425 EMILE ST
Legal Acres: 0.1882

Deposit No: M0809202309A
Validation No: 900000067030189
Account No: 070450-000/008000-00000
Operator Code: HSALAZAR

Remit Seq No: 54119424
Receipt Date: 08/09/2023
Deposit Date: 08/09/2023
Print Date: 08/10/2023
NO.: 115268

Table with 8 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Includes rows for 2022 Overpay and 2018 taxes from Jefferson County, Beaumont Isd, City Of Beaumont, Port Of Beaumont, Drainage District #6, and Sabine-Neches Nav. Dist.

Check Number(s):
101610

PAYMENT TYPE:
Checks: \$5,984.83

Exemptions on this property:

Total Applied: \$5,984.83
Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
HUDSON TITLE GROUP, LLC
SOUTHLAKE ESCROW ACCOUNT
1209 S WHITE CHAPEL BLVD
SUITE 100
SOUTHLAKE, TX 76092

HB PID 115268 RSN 5119424



Hudson Title Group, LLC
Southlake Escrow Account
[REDACTED]
Southlake, TX 76092

ORIGIN BANK
500 S. Service Road E.
RUSTON, LA 71270

101610

Date: 08/07/2023

Order Number: SL-2023-1181

PAY Five Thousand Nine Hundred Eighty Four And 83/100

\$5,984.83

TO THE ORDER OF Jefferson County Tax Office
PO BOX 2112
Beaumont, TX 77704

Void After 90 Days

MEMO Closing Proceeds, other charges
PROPERTY: 1425 Emile Street, Beaumont, TX 77701

[REDACTED]

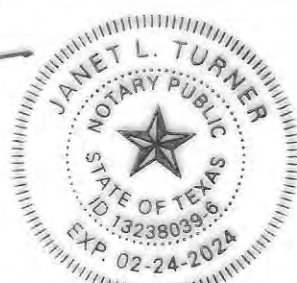
Security Features. Details on back. ED

CERTIFICATION OF OWNERSHIP

THE STATE OF TEXAS COUNTY OF JEFFERSON KNOW ALL MEN BY THESE PRESENTS, That I, Bruce Bradford Mason, Trustee of the Mason Family Lifetime Access Trust, Owner of a 5.505 acre tract of land, identified as Tract I, and a 5.956 acre tract of land, identified as Tract II, out of the James Garish, Sr. Survey, Abstract No. 24, Jefferson County, Texas, as conveyed to me by deed dated September 19, 2022, and recorded in Clerk's File No. 2022032400, Official Public Records, Jefferson County, Texas, DO HEREBY SUBDIVIDE 13.484 acres of land out of the James Garish, Sr. Survey, Abstract No. 24, to be known as the MASON ESTATES, in accordance with the plot 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 10th day of August, A.D., 2023.

By: Bruce Bradford Mason, Trustee



BEFORE ME, the undersigned authority, on this day personally appeared Bruce Bradford Mason, 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 10th day of August, A.D., 2023.

Notary Public, in and for the State of Texas

CERTIFICATION OF OWNERSHIP

THE STATE OF TEXAS COUNTY OF JEFFERSON KNOW ALL MEN BY THESE PRESENTS, That Ms. Patricia Deann Nunziante and Gregory M. Nunziante, the owners of a 1.9511 acre tract of land as conveyed to us by deed dated May 31, 2018 and recorded in Clerk's File No. 2018019569, Official Public Records, Jefferson County, Texas, and the owners of a 0.0722 acre tract of land as conveyed to us by deed dated September 19, 2022, and recorded in Clerk's File No. 2022032402, Official Public Records, Jefferson County, Texas, both out of the James Garish, Sr. Survey, Abstract No. 24, Jefferson County, Texas, DO HEREBY SUBDIVIDE 13.484 acres of land out of the James Garish, Sr. Survey, Abstract No. 24, to be known as the MASON ESTATES, in accordance with the plot 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 10th day of August, A.D., 2023.

By: Patricia Deann Nunziante

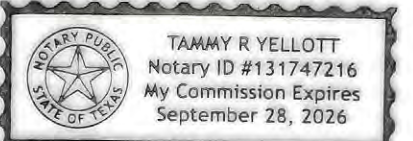
By: Gregory M. Nunziante

CERTIFICATION OF OWNERSHIP

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WITNESS MY HAND, this 10th day of August, A.D., 2023.

By: Tammy R. Yellott



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WITNESS MY HAND, this 10th day of August, A.D., 2023.

By: Tammy R. Yellott

By: Tammy R. Yellott

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WITNESS MY HAND, this 10th day of August, A.D., 2023.

By: Tammy R. Yellott

By: Tammy R. Yellott

CERTIFICATION OF OWNERSHIP

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WITNESS MY HAND, this 10th day of August, A.D., 2023.

By: Tammy R. Yellott

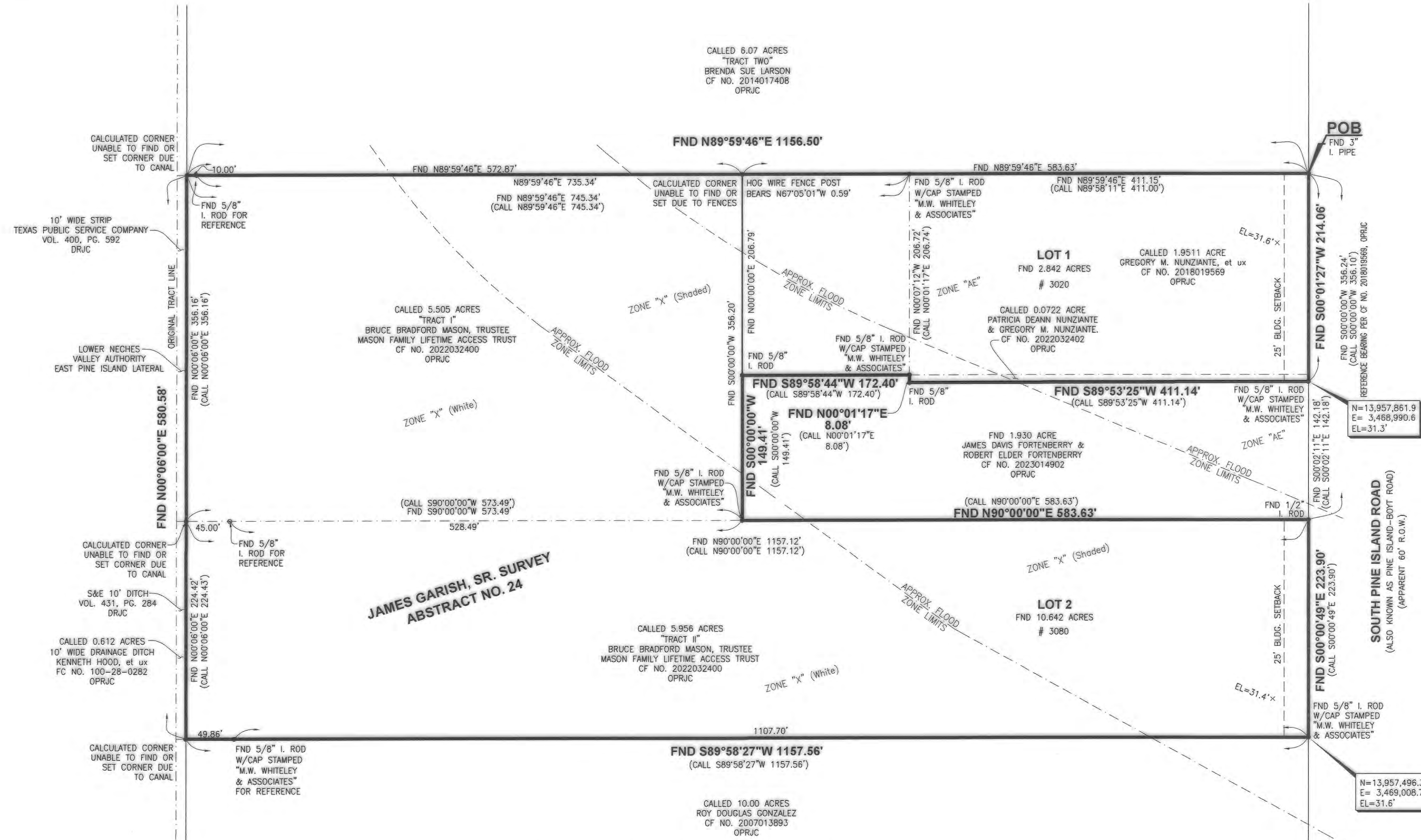
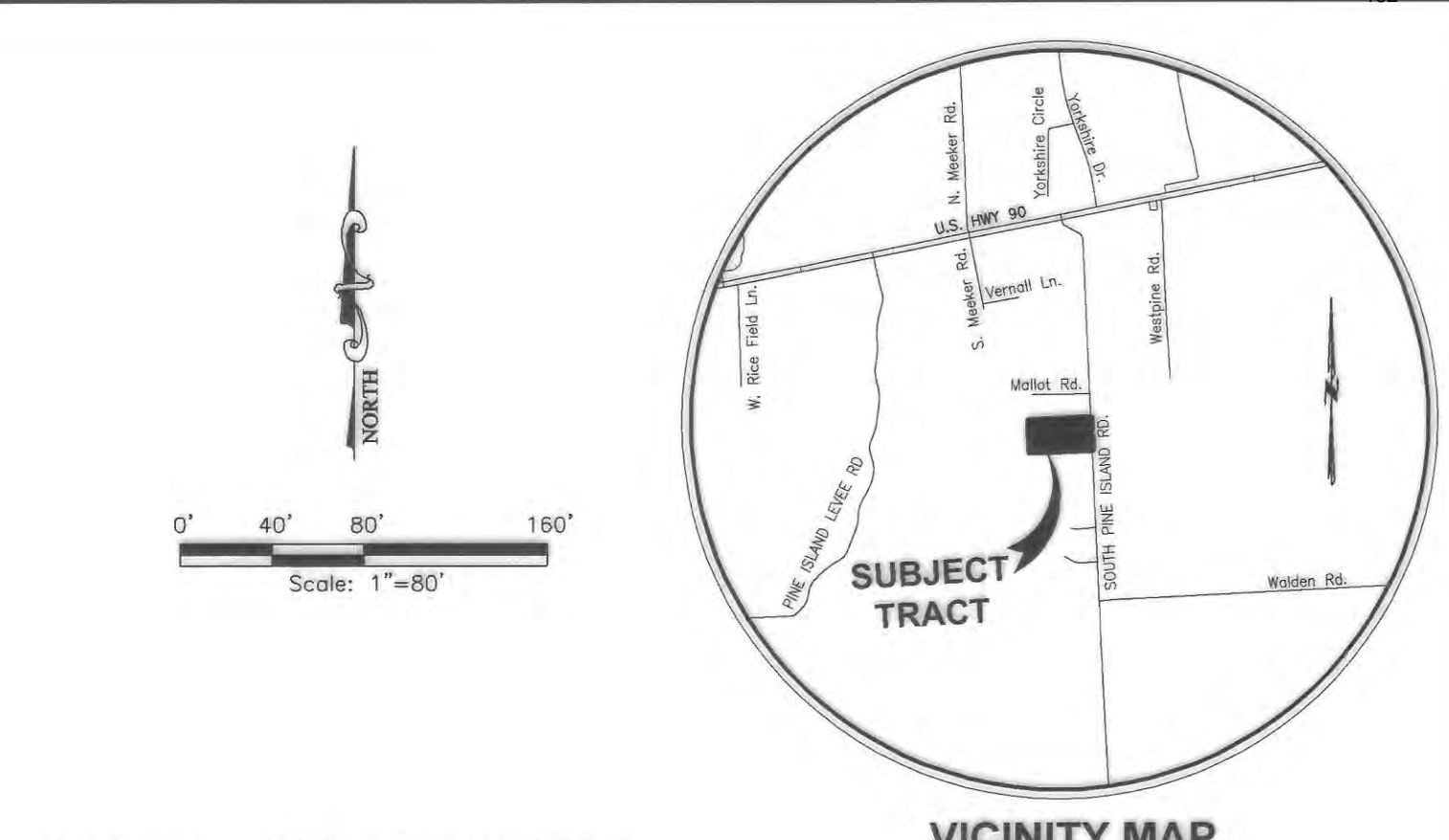


Table with 5 columns: TYPE OF FACILITY, USAGE RATE - GALLONS PER DAY (Without water saving devices), Required Clear Area for OSSF (In Square Feet), Usage Rate - Gallons per Day (With water saving devices), Required Clear Area for OSSF (In Square Feet). Rows include Single Family (1-2, 3, 4, 5, 6 bedrooms) and Less Than 2500, 3500, 4500, 5500 sq. ft.

NOTES: 1. PLAT IS DRAWN FOR PROPERTY CONVEYANCE ONLY. IMPROVEMENTS VISIBLE OR OTHERWISE, ARE NOT SHOWN ON THIS PLAT. 2. ALL BEARINGS ARE REFERENCED TO THE WEST RIGHT OF WAY LINE OF SOUTH PINE ISLAND ROAD, BEING DESCRIBED AS SOUTH 00°00'00" WEST AS RECORDED IN CLERK'S FILE NO. 2018019569, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, JEFFERSON COUNTY, TEXAS. 3. ALL COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. ALL DISTANCES AND ACRESAGES ARE SURFACE. 4. NO PERSON SHALL INSTALL ANY CULVERT IN ANY DRAINAGE DITCH, INCLUDING ROADSIDE DITCHES, EXCEPT AS PERMITTED FOR DRIVEWAYS.

MUNICIPAL/ETJ NOTE: THIS SUBDIVISION LIES WITHIN THE AREA OF EXTRA TERRITORIAL JURISDICTION OF THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS. SCHOOL DISTRICT NOTE: THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT. FEMA FLOOD PLAIN NOTE: PLATTED PARCEL(S) OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF FLOOD ZONE "X" (WHITE), ZONE "X" (SHADED), AND ZONE "AE" AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL #480385-0120 C, DATED AUGUST 6, 2002. FLOOD ZONE "X" (WHITE) ARE AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN, ZONE "X" (SHADED) ARE AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD, ZONE "AE" ARE AREAS WITH BASE FLOOD ELEVATIONS DETERMINED. UTILITY NOTES: ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY TEXAS, INC. TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T. WATER UTILITY SERVICE WILL BE PROVIDED BY: MECKER MUNICIPAL WATER DISTRICT. SEWER UTILITY SERVICE WILL BE PROVIDED BY: ON-SITE WASTE WATER SYSTEM. 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. WATER SUPPLY NOTE: MECKER MUNICIPAL WATER DISTRICT, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM. BENCHMARK: ALL ELEVATIONS ARE REFERENCED TO NATIONAL VERTICAL GEODETIC DATUM OF 1929 (NGVD29), AND BASED UPON FEMA MONUMENT RM2, MARK "X" CUT IN HEADWALL AT SOUTHWEST CORNER OF EAST BOUND HIGHWAY 90 (COLLEGE STREET), HAVING AN ELEVATION OF 33.62 FEET, AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL #480385-0120 C, DATED AUGUST 6, 2002.



Legal Description: 13.484 Acre Tract or Parcel of Land James Garish, Sr. Survey, Abstract No. 24 Jefferson County, Texas

BEING a 13.484 acre tract or parcel of land situated in the James Garish, Sr. Survey, Abstract No. 24, Jefferson County, Texas, and being out of and a part of that certain called 20 acre tract of land, save and except a 0.172 acre tract of land being a 10 foot wide drainage ditch, as described in a deed from Beaumont Farms, Inc. to J.W. Fulbright as recorded in Volume 431, Page 284, Deed Records, Jefferson County, Texas, and being out of and a part of that certain called 20 acre tract of land, save and except a 0.172 acre tract of land being a 10 foot wide drainage ditch, identified as First Tract, as described in a deed from Maxwell Jones Fulbright, a widow, and Josephine Pickett Tibbitts, wife of Donald L. Tibbitts, individually and as independent Co-executrices of the Estate of J.W. Fulbright, Deceased, to T.E. Sisk and wife, Bertha Lee Sisk, as recorded in Volume 1036, Page 350, Deed Records, Jefferson County, Texas, and being out of and a part of that certain called 91.095 acre tract of land, save and except a 0.612 acre tract of land being a 10 foot wide drainage ditch, as described in a "General Warranty Deed with Vendor's Lien" from Ima Jean Hebert, Sharon Hebert Moulton, Margaret Elizabeth Hebert All, and Carolyn Hebert Wood to Kenneth Hood and wife, Jackie Hood, as recorded in Film Code No. 100-28-0282, Official Public Records of Real Property, Jefferson County, Texas, and furthermore, being all of that certain called 1.9511 acre tract of land as described in a "General Warranty Deed" from Stanley E. Shipper, also known as Stanley Edwin Shipper, joined herein proforma by Diane Lynne Shipper, to Bruce Bradford Mason, Trustee of the Mason Family Lifetime Access Trust, as recorded in Clerk's File No. 2022032400, Official Public Records of Real Property, Jefferson County, Texas, and being all of that certain called 5.505 acre tract of land, identified as Tract I, and all of that certain called 0.0722 acre tract of land, identified as Tract II, as described in a "General Warranty Deed" from Stanley E. Shipper, also known as Stanley Edwin Shipper, joined herein proforma by Diane Lynne Shipper, to Patricia Deann Nunziante and Gregory M. Nunziante as recorded in Clerk's File No. 2022032402, Official Public Records of Real Property, Jefferson County, Texas, said 13.484 acre tract being more particularly described as follows:

NOTE: All bearings are referenced to the West right of way line of South Pine Island Road, being described as SOUTH 00°00'00" WEST as referred to the above referenced Clerk's File No. 2018019569, Official Public Records of Real Property, Jefferson County, Texas. All set 5/8" iron rods are set with red caps stamped "Whiteley."

BEGINNING at a 3" iron pipe found for the Northeast corner of the tract herein described, said corner being the Southeast corner of that certain called 6.07 acre tract of land, identified as Tract Two, as described in a "Warranty Deed" from Vestal Eugene Larson, Jr. to Brenda Sue Larson as recorded in Clerk's File No. 2014017408, Official Public Records of Real Property, Jefferson County, Texas, and being in the West right of way line of South Pine Island Road, said corner also being the Northeast corner of the said 1.9511 acre Nunziante tract, from which, a 1/2" iron rod found for the Northeast corner of the above referenced 5.956 acre Mason Tract II bears SOUTH 00°00'00" WEST a distance of 356.24 feet;

THENCE SOUTH 00°12'27" WEST, along with the West right of way line of South Pine Island Road, same being the East line of the said 1.9511 acre Nunziante tract and the East line of the said 0.0722 acre Nunziante tract, for a distance of 214.06 feet to a 5/8" iron rod with red cap stamped "M.W. Whiteley & Assoc" found for corner, said corner being the Northeast corner of that certain called 1.930 acre tract of land as described in a "General Warranty Deed" from Bruce Bradford Mason, Trustee of the Mason Family Lifetime Access Trust, to James Davis Fortenberry and Robert Elder Fortenberry as recorded in Clerk's File No. 2023014902, Official Public Records of Real Property, Jefferson County, Texas, said corner also being the Southeast corner of the said 0.0722 acre Nunziante tract;

THENCE SOUTH 89°53'25" WEST, along with the boundary between the tract herein described and the North line of the said 1.930 acre Fortenberry tract, same being the South line of the said 0.0722 acre Nunziante tract, for a distance of 411.14 feet to the said 1.930 iron rod found for corner, said corner being an interior all corner of the said 1.930 acre Fortenberry tract, said corner also being the Southwest corner of the above referenced 5.505 acre Mason Tract I;

THENCE NORTH 00°11'17" EAST, along with the boundary between the tract herein described and an Easterly line of the said 1.930 acre Fortenberry tract, for a distance of 8.08 feet to a 5/8" iron rod with red cap stamped "M.W. Whiteley & Assoc" found for corner, said corner being an exterior all corner of the said 1.930 acre Fortenberry tract, said corner also being the Northwest corner of the said 0.0722 acre Nunziante tract and the Southwest corner of the said 1.9511 acre Nunziante tract and the Northernmost Southeast corner of the above referenced 5.505 acre Mason Tract I;

THENCE SOUTH 89°58'44" WEST, along with the boundary between the tract herein described and the North line of the said 1.930 acre Fortenberry tract, same being a Southerly line of the said 5.956 acre Mason Tract I, for a distance of 172.40 feet to a 5/8" iron rod found for corner, said corner being the Northwest corner of the said 1.930 acre Fortenberry tract, said corner also being an interior all corner of the said 5.505 acre Mason Tract I;

THENCE SOUTH 00°00'00" WEST, along with the boundary between the tract herein described and the West line of the said 1.930 acre Fortenberry tract, same being an Easterly line of the said 5.505 acre Mason Tract I, for a distance of 149.41 feet to a 5/8" iron rod with red cap stamped "M.W. Whiteley & Assoc" found for corner, said corner being the Southwest corner of the said 1.930 acre Fortenberry tract, said corner also being the Southernmost Southeast corner of the said 5.505 acre Mason Tract I; and being the North line of the said 5.956 acre Mason Tract II;

THENCE NORTH 90°00'00" EAST, along with the boundary between the tract herein described and the South line of the said 1.930 acre Fortenberry tract, same being the North line of the said 5.956 acre Mason Tract II, for a distance of 583.63 feet to a 1/2" iron rod found for corner, said corner being the Northeast corner of the said 5.956 acre Mason Tract II;

THENCE SOUTH 00°00'49" EAST, along with the West right of way line of South Pine Island, same being the East line of the said 5.956 acre Mason Tract II, for a distance of 223.90 feet to a 5/8" iron rod with red cap stamped "M.W. Whiteley & Assoc" found for corner, said corner being the Northeast corner of that certain called 10.00 acre tract of land as described in a "Special Warranty Deed" from Nancy Marie Gonzalez to Roy Douglas Gonzalez as recorded in Clerk's File No. 2020703893, Official Public Records of Real Property, Jefferson County, Texas, said corner also being the Southeast corner of the said 5.956 acre Mason Tract II;

THENCE SOUTH 89°58'27" WEST, along with the boundary between the tract herein described and the North line of the said 10.00 acre Gonzalez tract, same being the South line of the said 5.956 acre Mason Tract II, passing at a distance of 1,107.70 feet a 5/8" iron rod with red cap stamped "M.W. Whiteley & Assoc" found for reference, and continuing for a total distance of 1,157.58 feet to a point for corner (unable to find or set due to canal), said corner being in the East line of the above referenced acre and except 10 foot wide drainage ditch tract, same being the West line of the remainder of the said 20 acre Fulbright tract, the West line of the remainder of the said 20 acre Sisk First Tract, and the West line of the remainder of the said 61.095 acre Hood tract, said corner also being the Southwest corner of the said 5.956 acre Mason Tract I;

THENCE NORTH 00°05'00" EAST, along with the boundary between the tract herein described and the said save and except 10 foot wide drainage ditch tract, same being the West line of the said 5.956 acre Mason Tract II, and the West line of the said 5.505 acre Mason Tract I, for a distance of 580.58 feet to a point for corner (unable to find or set due to canal);

THENCE NORTH 89°59'46" EAST, along with the boundary between the tract herein described and the South line of the above referenced 6.07 acre Larson Tract Two, same being the North line of the said 5.505 acre Mason Tract I and the North line of the said 1.9511 acre Nunziante tract, for a distance of 1,156.50 feet to the POINT OF BEGINNING, and containing 13.484 acres of land, more or less.

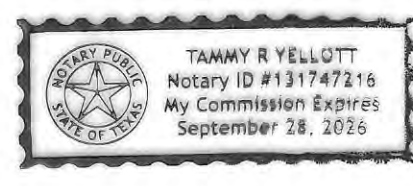
13.484 ACRES 2 LOTS MINOR PLAT OF MASON ESTATES A SUBDIVISION OUT OF AND PART OF JAMES GERISH, SR., ABSTRACT NO. 24 JEFFERSON COUNTY, TEXAS PREPARED BY: WHITELEY INFRASTRUCTURE GROUP Texas Engineering Firm No. F-2633 Texas Surveying Firm No. 10106700 Louisiana Surveying Firm No. VF0000874 655 Langham Road, #14, Beaumont, Texas 77707 409-892-0421 | www.whiteleyinfra.com AUGUST 2023 JOB NO. 23-1030

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 AND 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. MICHAEL L. CHOATE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6893



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 2nd DAY OF August, 2023.

Tammy R. Yellott, Notary Public, State of Texas



Permit No. 10-U-23
Precinct No. 4

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/Common Carrier Pipeline Within
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date: 8/22/2023

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

AT&T COMMUNICATIONS

AT&T COMMUNICATIONS, (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of Fiber Optic Cable on Industrial Parkway. See Exhibit Drawings Attached., location of which is fully described as follows:

7 pages of drawings attached.

Construction will begin on or after SEPTEMBER 15TH 2023

It is understood that all work will comply with requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on 2023 and all subsequent revisions thereof to date.

Company AT&T COMMUNICATIONS

By DARRELL J ROMERO

Title LEAD DESIGN ENGINEER

Address 208 SOUTH AKARD RM 1820, DALLAS, TX 75202

Telephone 800-246-8464

Fax No. _____

FOR COMMON CARRIER PIPELINE COMPANY ONLY

- 1. Common Carrier Determination form must be attached to application.
- 2. Corporation/Person product is to be purchased from/delivered to:

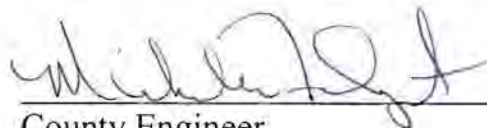
Enclosed, please find the required application fee:

1	road crossing @ \$100.00 _____	\$ <u>N/A</u>
	miles parallel @ \$150.00/mile or fraction _____	\$ _____
	TOTAL _____	\$ <u>N/A</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has Been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A



County Engineer


09/04/2023

Date

COMMISSIONERS COURT ORDER

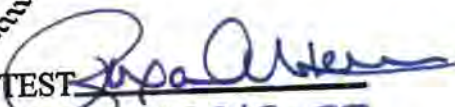
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

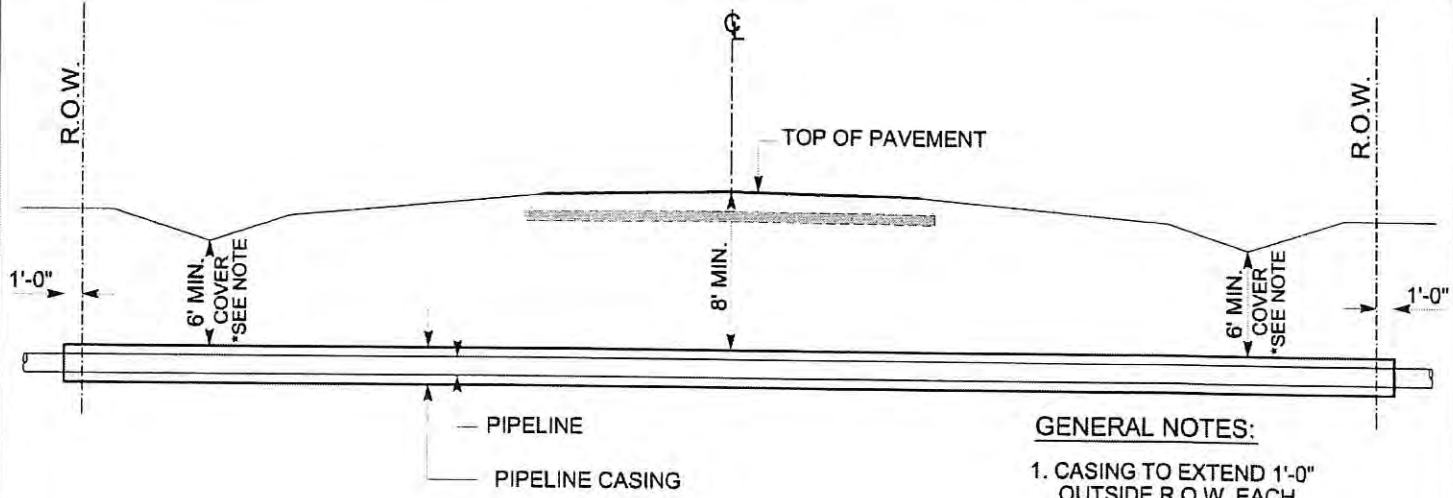
COMMISSIONERS COURT

By 

County Judge



ATTEST 
DATE 8/29/2023

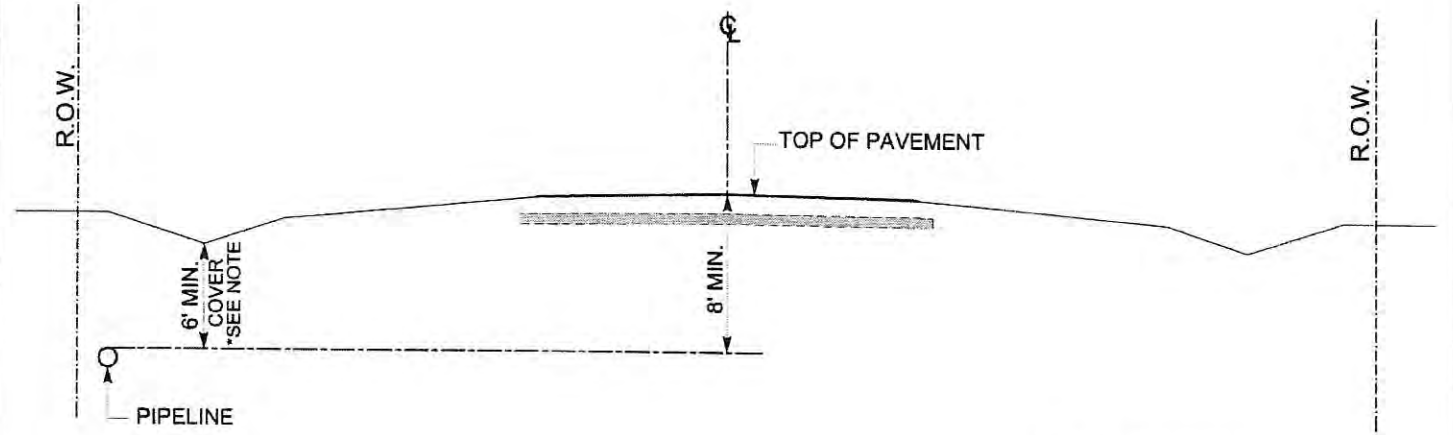


GENERAL NOTES:

- 1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
- 2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
- 3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING

N.T.S



GENERAL NOTES:

- 1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE

N.T.S

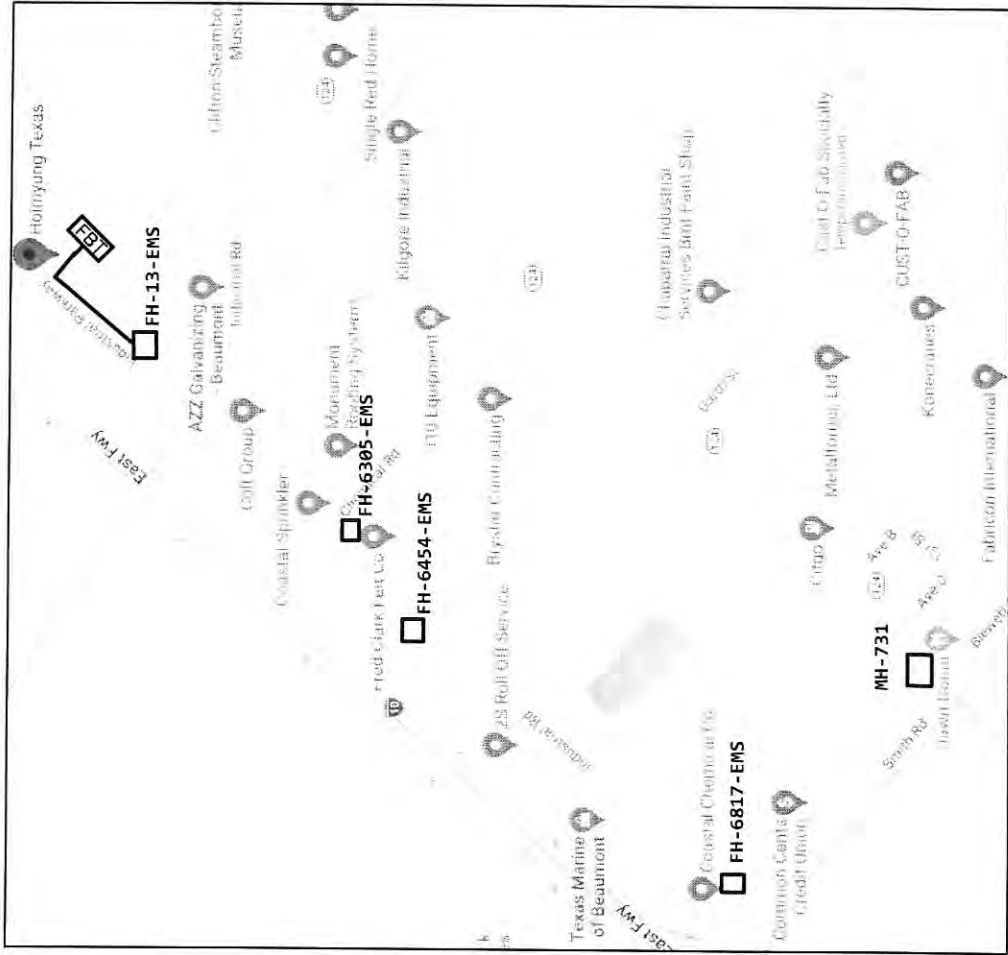


JEFFERSON COUNTY
ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

WORK LOCATION MAP
 8745 INDUSTRIAL PARKWAY
 SITE ID: 1542891



PROJECT #	A02N62N	DATE SVC REQD	10/06/2023
NPANX	409842	GEO LOC	CUH
			WZ3842 BUMTTXVI
PRIMARY ENGR	ROMERO, DARRELL J		
ENGR ID	DR9759	PERMIT REQD	187
PHONE #	4099241494	PRINT	1 OF 8

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

1 (PPA) 845C 4837

58Q2M1-144

BV088, 37-68 NC
(E, 25-69) <A02D7K> BV088, 1-36 NC
(E, 51-72) <A02D7K> BV088, 61-72 NC
(E, 75-78) <A02D7K> BV088, 97-102 <A02D7K> A, 97-102
(E, 79-144) <A02D7K> BV088, 103-168 NC

2 (2015) 845C 2895

58Q2M1-072
BV084, 41-48 NC
BV084, 97-108 NC
BV084, 83-84 NC
<A011957> BV084, 93-94 NC
<A01675C> BV084, 57-68 NC
A, 21-28 NC
BV084, 09-72 NC
A, 33-36 NC
(A, 37-48) <A0242X> BV088, 49-68 NC
(A, 49-66) NC
A, 61-72 NC

3 (2015) 845C 8149

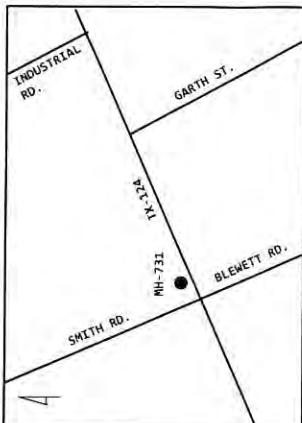
58Q2M1-048
BV084, 33-36 NC
BV084, 41-44 NC
BV084, 45-48 NC
BV084, 97-108 NC
BV084, 83-84 NC
<A011957> BV084, 93-94 NC
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B, 21-22 NC
BV084, 69-72 NC
B, 33-48 NC

4 (2015) 845C 840

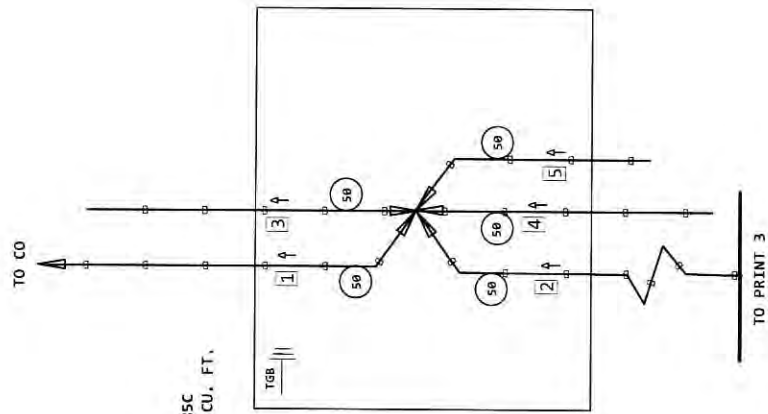
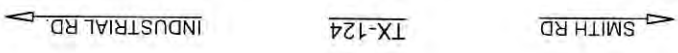
58Q2M1-072
FNB81, 33-34 NC
FNB81, 31-32 NC
FNB81, 41-42 NC
<A01PF7X> FNB81, 27-28 NC
C, 9-72 NC

5 (2015) 845C 0

NRQ2M1-048
BV084, 33-36 NC
BV084, 41-44 NC
FNB81, 33-34 NC
FNB81, 31-32 NC
FNB81, 41-42 NC
<A01PF7X> FNB81, 27-28 NC
C, 17-18 NC
C, 19-20 NC
B, 21-22 NC
B, 23-48 NC



SOME CABLES OMITTED FOR CLARITY.



MH-731
MANHOLE (1980) 85C
8 X 4 X 6 = 192 CU. FT.
FID: 5332909

845C
2 SPLICE FIBER EXISTING RIB
29.337 KF TO CO

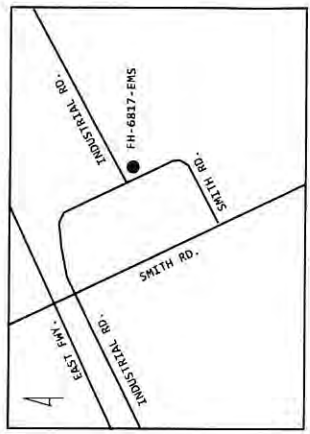
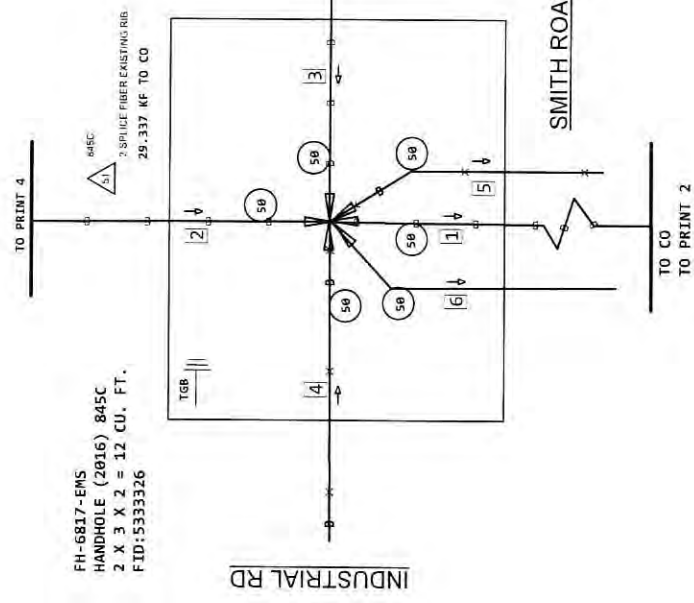


PROJECT #	A02N62N	DATE SVC REQ'D	10/06/2023
NPANXX	409842	GEO LOC	CU1
			WZ3842 BUMTTXVI
PRIMARY ENGR	ROMERO, DARRELL J		
ENGR ID	DR9759	PERMIT REQ'D	NA
PHONE #	4099241494	PRINT	2 OF 8

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

- 1 (2016) 845C 263'
58QZMT-072
BV004, 41-44
C, 5-8
BV004, 97-100
BV004, 83-84
<A011957> BV004, 93-94 NC
<A01GF5C> BV004, 57-60 NC
A, 21-28
BV004, 69-72
A, 31-36
(A, 37-48)
(A, 49-60)
A, 61-72
- 2 (2016) 845C 3000'
58QZMT-048
BV004, 97-100 NC
BV004, 83-84 NC
BV004, 93-94 NC
D, 9-12
(0, 13-24)
BV004, 57-60 NC
BV004, 65-72 NC
B, 35-48
(D, 37-48) NC
<AGZNG2N> BV008, 61-72
- 3 (2016) 845C 248'
58QZMT-024
BV004, 41-44
B, 5-24
- 4 (2017) 845X 0'
58QZMT-048
BV004, 69-72
B, 5-48
- 5 (2010) 845X 859'
58QZMT-848
BV004, 69-72
B, 5-48
- 6 PLACED ON 04/28/07
(PPA) RSC 1927
58QZMT-048
BV004, 69-72
B, 5-48

FH-6817-EMS
HANDHOLE (2016) 845C
2 X 3 X 2 = 12 CU. FT.
FID:5333326



PROJECT #	A02N62N	DATE SVC RECD	10/06/2023
NPANNX	409842	GEO LOC	CLLI
			WZ3842 BUMTTXVI
PRIMARY ENGR	ROMERO, DARRELL J		
ENGR ID	DR9759	PERMIT RECD	NA
PHONE #	4099241494	PRINT	3 OF 80

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1 (2016) 845C 1637

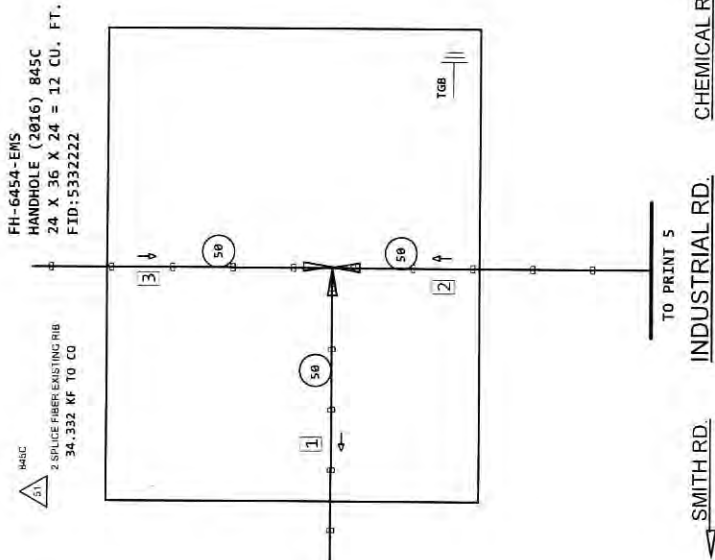
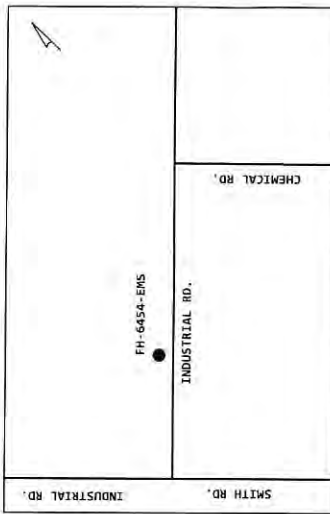
- 5602NT-048 NC
- BV084, 97-108 NC
- BV084, 83-84 NC
- <A011957> BV084, 93-94 NC
- (0, 13-24) NC
- <A02AF2X> BV088, 49-68 NC
- D, 23-28 NC
- BV084, 69-72 NC
- D, 33-36 NC
- (0, 37-48) NC
- <A02N62N> BV088, 61-72 NC

2 (2016) 845C 844

- 5602NT-048 NC
- BV084, 83-84 NC
- <A011957> BV084, 93-93 NC
- <A011957> BV084, 94-94 NC
- B, 5-12 NC
- (0, 13-24) NC
- (6, 25-36) NC
- B, 37-48 NC
- <A02N62N> BV088, 61-72 NC

3 (2016) 845C 345

- 5602NT-024 NC
- BV084, 97-108 NC
- A, 5-24 NC



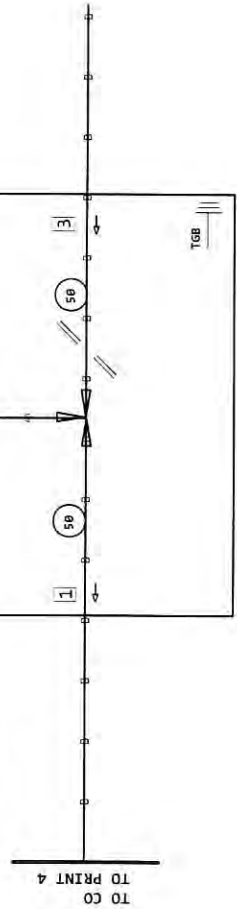
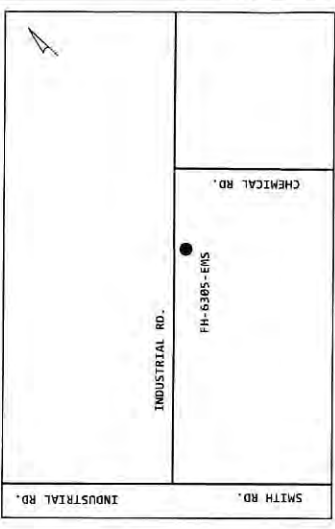
PROJECT #	A02N62N	DATE SVC REQ'D	10/06/2023
NPANX	409842	GEO LOC	WZ3842 BUMTTXVI
PRIMARY ENGR	ROMERO, DARRELL J	ENGR ID	DR9759
PHONE #	4099241494	PERMIT REQ'D	PRINT 4 OF 80

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

1 (2018) 845C 844'
 SEQZMT: 848
 BV084, 83-84 NC
 <A01L957> BV084, 93-93 NC
 <A01L957> BV084, 94-94 NC
 <A02AF2X> BV088, 49-60 NC
 (A, 13-24) NC
 (B, 25-36) NC
 B, 37-48 NC
 <A02N62N> BV088, 61-72 NC

2 (2010) 845C 2066'
 SEQZMT: 848
 BV084, 93-94 NC
 (A, 13-24) <A02HBF1> BV088, 49 58 NC
 (A, 13-24) NC
 A, 25-48 NC
 <A02N62N> BV088, 61-72 NC

3 (2018) 845C 1232'
 SEQZMT: 848
 BV084, 83-84 NC
 <A01L957> C, 1-3 NC
 <A01L957> C, 4-4 NC
 B, 5-11 NC
 (A02AF2X) BV088, 49-58) <A02HBF1> D, 13-22 NC
 (B, 23-24) NC
 (B, 25-36) NC
 B, 37-48 NC
 <A02N62N> BV088, 61-72) <A02N62N> E, 25-36 NC



BYERS ENGINEERING
 TYLER, BEDINGER, BYERS, COM
 832-556-3288

PROJECT #	A02N62N	DATE SVG RECD	10/06/2023
NPANNK	409842	GEO LOC	CLLI
PRIMARY ENGR	ROMERO, DARRELL J	PERMIT RECD	NA
ENGR ID	DR9759	PERMIT RECD	NA
PHONE #	4099241494	PRINT	5 OF 8

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

1 (2019) 845C 2000'
54Q2N1-048

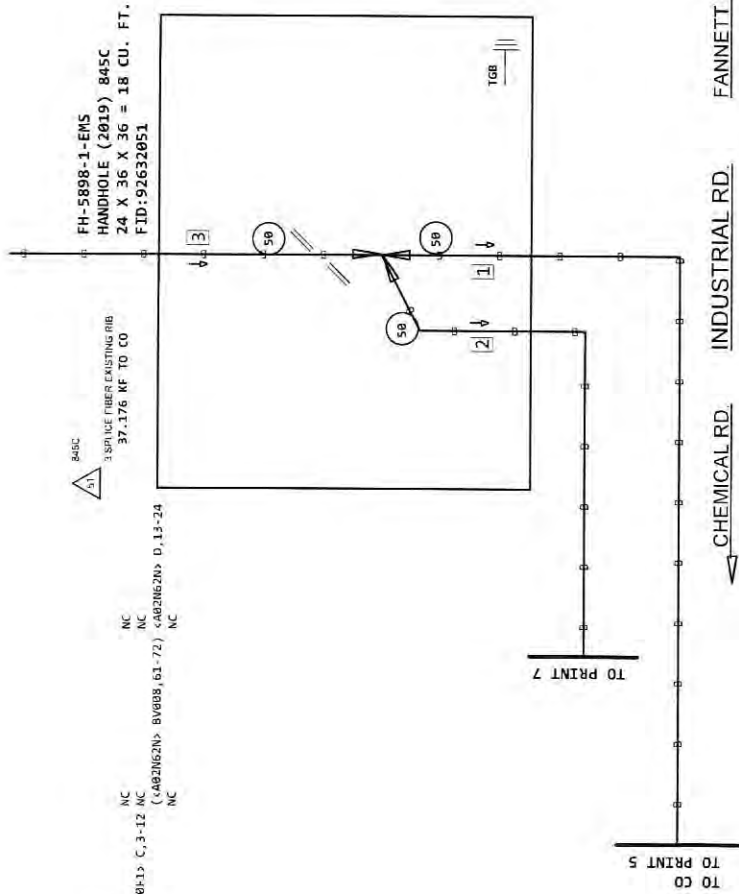
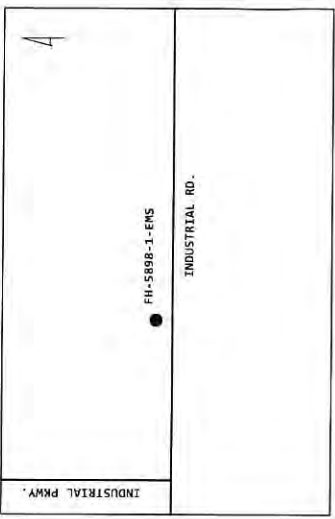
NC
BV084,93-94 NC
(A,3-12) <A02H0F1> BV088,49-58 NC
<A02N62N> BV088,61-72
NC
A,25-48 NC

2 (PPA) 845C 165'
5892M1-144

NC
BV088,49-58 NC
B,11-12 NC
(B,13-24) <A02N62N> BV088,61-72
NC
B,25-144 NC

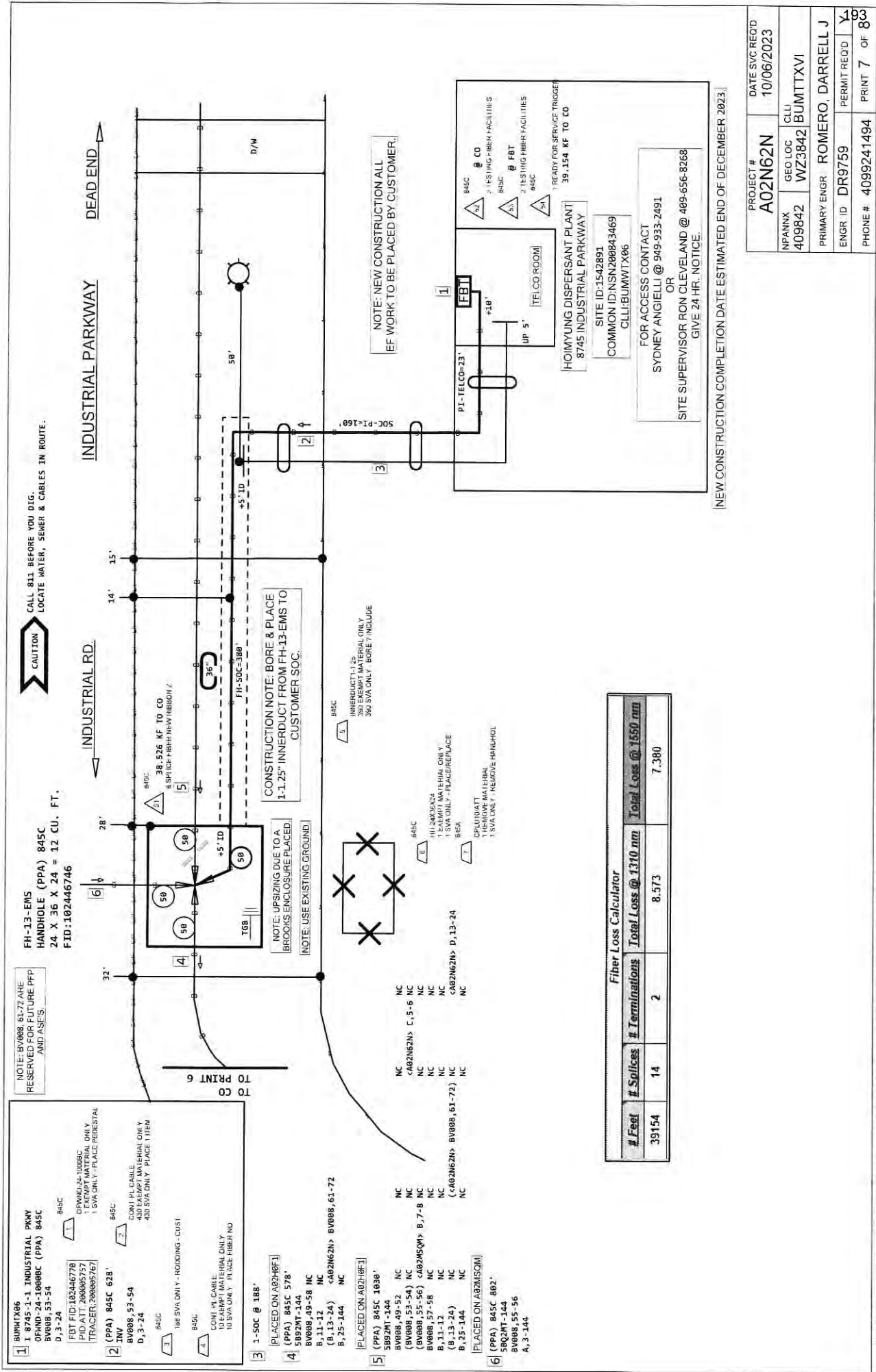
3 (2019) 845C 165'

NC
BV084,93-94 NC
(A,3-12) <A02H0F1> C,3-12 NC
<A02N62N> BV088,61-72) <A02N62N> D,13-24
NC
NC
(A,13-24) NC
A,25-48 NC



PROJECT #	A02N62N	DATE SVC RECD	10/06/2023
NPANX	409842	GEO LOC	CLLI
PRIMARY ENGR	ROMERO, DARRELL J	PERMIT RECD	NA
ENGR ID	DR9759	PHONE #	4099241494
		PRINT	6 OF 8

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

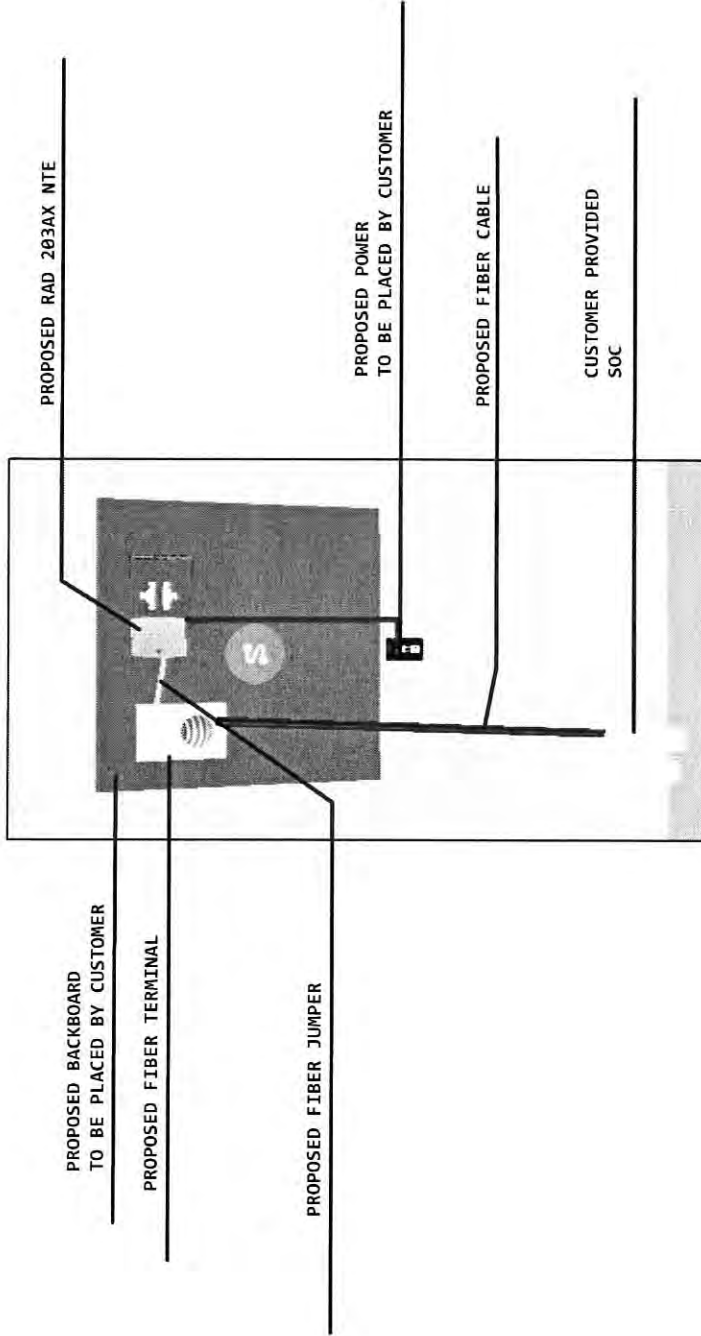


PROJECT #	A02N62N	DATE SVC RECD	10/06/2023
NPANNK	409842	GEO LOC	CLI
PRIMARY ENGR	ROMERO, DARRELL J	PERMIT RECD	Y
ENGR ID	DR9759	PHONE #	4099241494
			PRINT 7 OF 83

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TELCO ROOM
87450 INDUSTRIAL PARKWAY

NOTE: ALL EF WORK TO PLACED BY CUSTOMER.



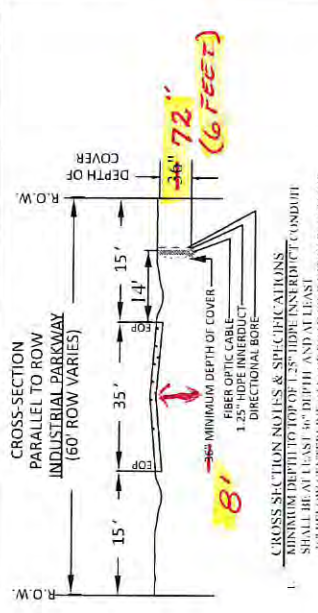
NOTE: NEW CONSTRUCTION COMPLETION
DATE IS END OF DECEMBER 2023.

SITE ID:1542891
COMMON ID: NSN200843469
CLI: BUMWTX06

FOR ACCESS CONTACT
SYDNEY ANGIELLI @ 949-933-2491
OR
SITE SUPERVISOR RON CLEVELAND @ 409-656-8268
GIVE 24 HR. NOTICE.



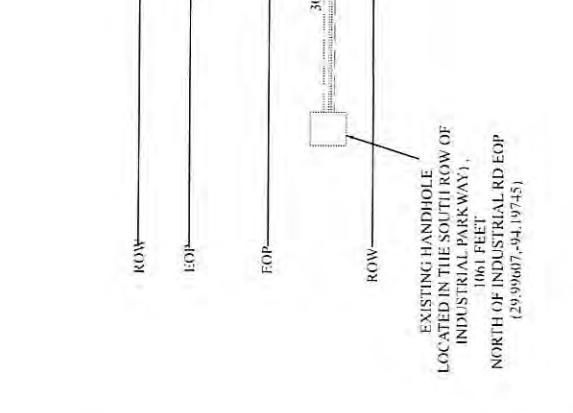
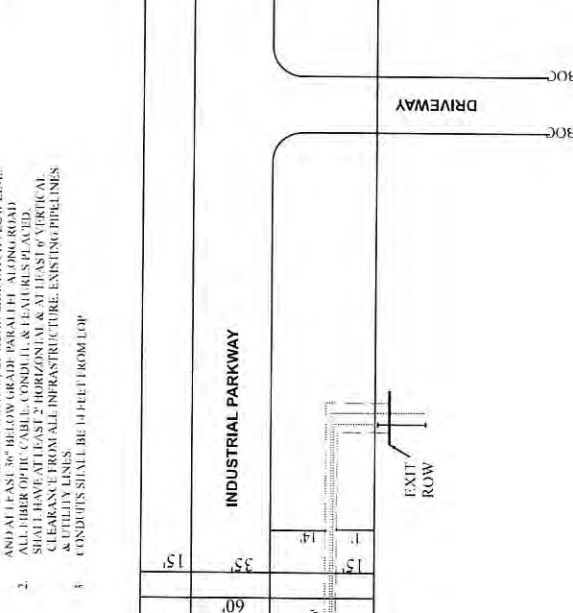
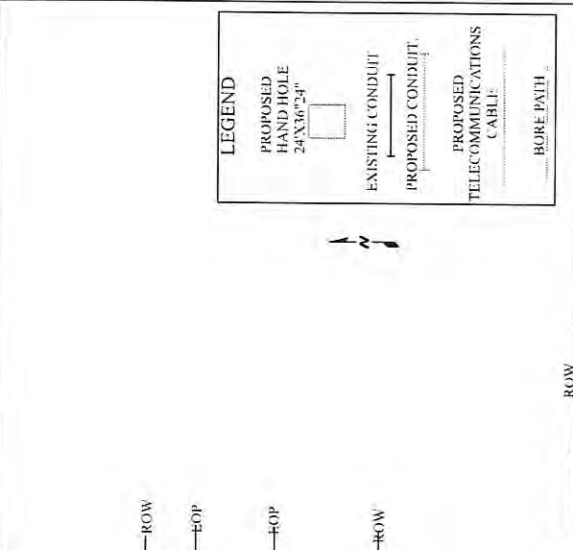
PROJECT #	A02N62N	DATE SVC REQ'D	10/06/2023
NPANX	409842	GEO LOC	WZ3842
		CLI	BUMTTXVI
PRIMARY ENGR.	ROMERO, DARRELL J		
ENGR ID	DR9759	PERMIT REQ'D	N
PHONE #	4099241494	PRINT	8 OF 8



REQUIRED NOTICES:

COMMISSIONER PRECINCT # 04
 COUNTY OF JEFFERSON
 COMMISSIONER PRECINCT NAME: (409) 454-8400

- CONTRACTOR TO CONTACT DESIGNATED JEFFERSON COUNTY PRECINCT OFFICIAL AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
- CONTRACTOR TO CONTACT LOCAL & EXPOSURE ALL UTILITIES IN AREA BEFORE BORING OR CROSSING UNDERGROUND UTILITIES. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE AFFECTED UTILITY COMPANY AND THE COMMISSIONER PRECINCT.
- CONTRACTOR SHALL CONTACT ALL AT LEAST TWO DAYS BEFORE CONSTRUCTION TO SEND FORWARDERS WITH ALL NECESSARY INFORMATION AND PIPELINE LINES WITH LINES AND/OR UNDERGROUND SIGNAL CABLE LOCATIONS MARKED.



TRAFFIC NOTES:

- CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUCD) - LATEST EDITION WITH REVISIONS.
- NO Lanes SHALL BE BLOCKED DURING CONSTRUCTION.

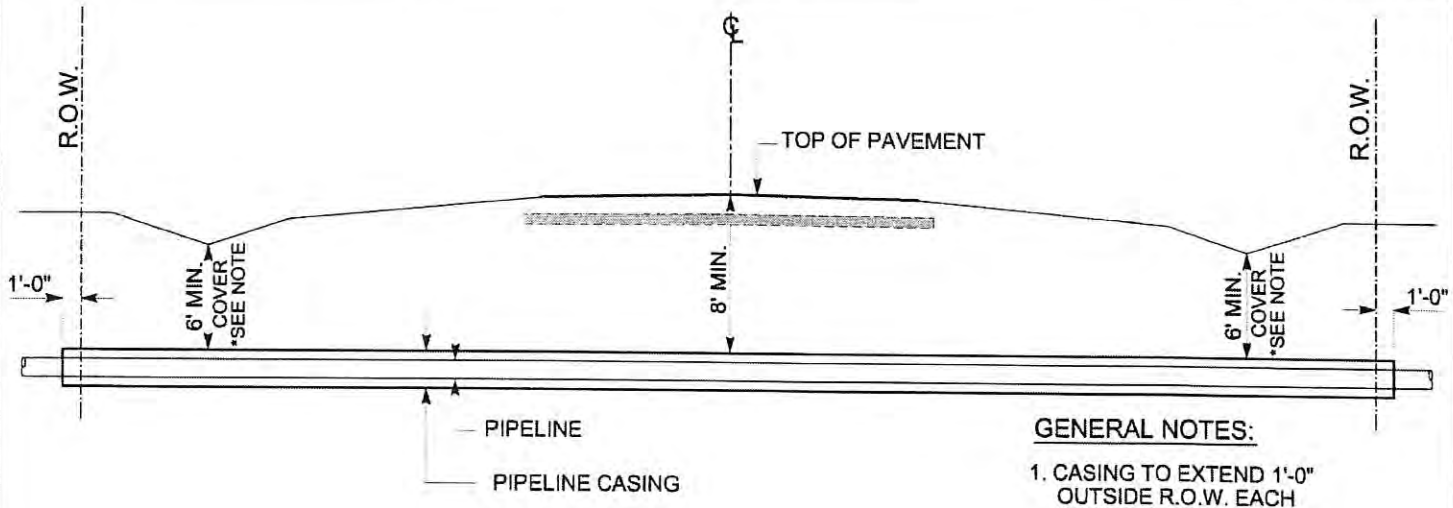
RESTORATION NOTES & SPECIFICATIONS:

- CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO CONSTRUCTION.
- BETTER CONDITION WHEN CONSTRUCTION IS COMPLETE.
- ALL MATERIAL SHALL BE REMOVED FROM THE RIGHT OF WAY AND SURFACE SHALL BE FINISHED FLUSH WITH SURROUNDING NATURAL GROUND NO BORE PITS TO BE LEFT UNPROTECTED.
- IF A DISTURBED AREA WORK SHALL BE RE-SEEDDED, THE UTILITY OWNER & THE CONTRACTOR ACKNOWLEDGE THAT WHEN ANY WORK IS LOCATED IN THE ROAD PLAIN, THE CONTRACTOR FOR THE UTILITY OWNER SHALL RESTORE EXISTING EXPOSURES FROM THE WORKS AREA AND THE UTILITY OWNER & THE CONTRACTOR ALSO ACKNOWLEDGE THAT CONTRACTOR'S STATEMENT OF NO OBJECTION DOES NOT REMOVE THE UTILITY OWNERS AND THE CONTRACTORS RESPONSIBILITY TO OBTAIN OTHER FEDERAL, STATE, OR LOCAL AUTHORIZATIONS REQUIRED BY LAW.

REV: 00	REVD DATE: 8-17-2023
PROJECT DESIGNATED ADDRESS: 8745 INDUSTRIAL PARKWAY BEAUMONT, TX 77705	
ENGINEER ID: H9759@at.com	AT&T ENGINEER: TYLER BEDINGER
DRAWN BY: BETTY PEDEAUX	BYERS ENGINEER: DARRELL J ROMERO
NOTE: APPLICANT EXEMPT FROM PROVIDING DIMENSIONS PER OCCUPATIONS CODE TITLE 16	
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2100	

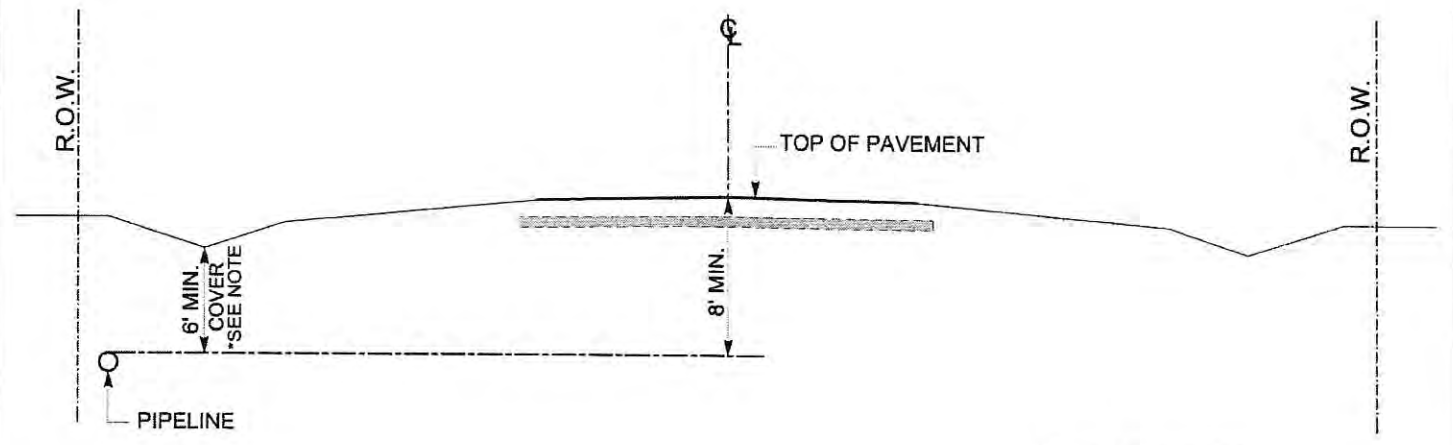
COUNTY OF JEFFERSON

DWG: _____ OF: _____



- GENERAL NOTES:**
1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
 2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
 3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING
N.T.S



- GENERAL NOTES:**
1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE
N.T.S



JEFFERSON COUNTY
ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

Application

The permittee must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
 1. It is a common carrier; and
 2. It serves a public purpose; and
 3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permittee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the permittee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
 1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
 2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
 3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permittee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The permittee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

Permit No. 11-U-23
Precinct No. 2

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/Common Carrier Pipeline Within
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date: 8-21-2023

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

AT&T

_____, (Company) does hereby made application
to use lands belonging to Jefferson County, for the purpose of constructing, maintaining
or repairing a utility or common carrier pipeline for the distribution of
FIBER OPTIC CABLE Parker & Jerry Ware _____, location of which is fully described as
follows:

1 _____ pages of drawings attached.

Construction will begin on or after 9/04 _____ 2023

It is understood that all work will comply with requirements of the Utility and
Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on
2023 _____ and all subsequent revisions thereof to date.

Company AT&T _____

By JERRY RICHARDSON _____

Title ENGINEER _____

Address 222 MAIN ST BEAUMONT TX _____

Telephone 409-659-2423 _____

Fax No. _____

FOR COMMON CARRIER PIPELINE COMPANY ONLY

- 1. Common Carrier Determination form must be attached to application.
- 2. Corporation/Person product is to be purchased from/delivered to:


Enclosed, please find the required application fee:

<u>1</u>	road crossing @ \$100.00 _____	\$ <u>N/A</u>
_____	miles parallel @ \$150.00/mile or fraction _____	\$ _____
TOTAL _____		\$ <u>N/A</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has Been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A



County Engineer

09/04/2023

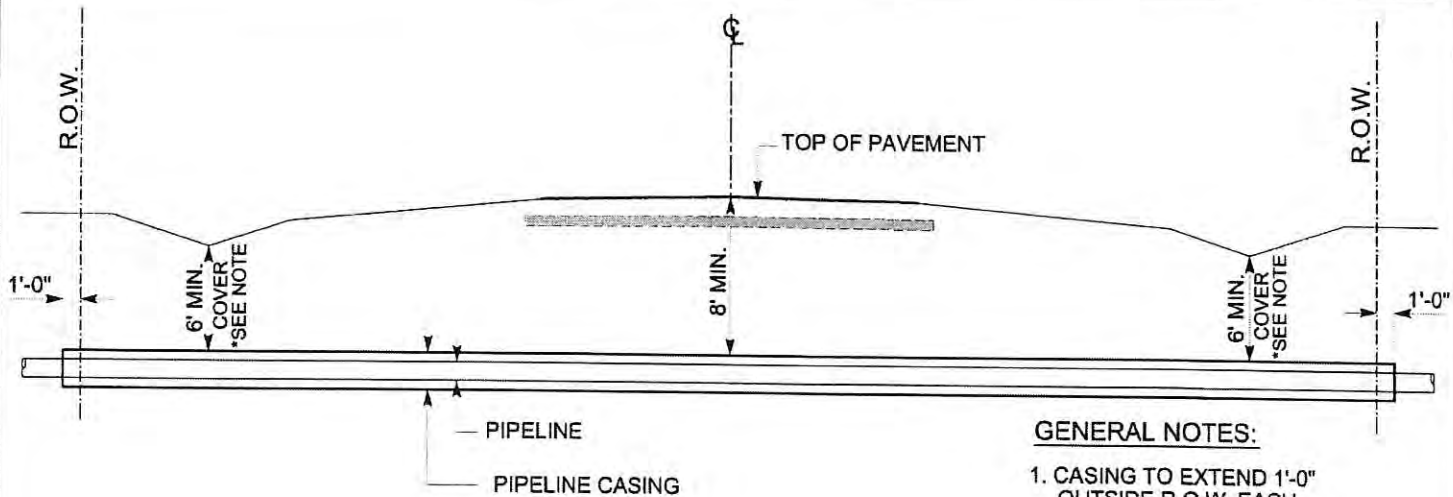
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is **ORDERED** that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A.
Special conditions of construction (are/are not) attached hereto.

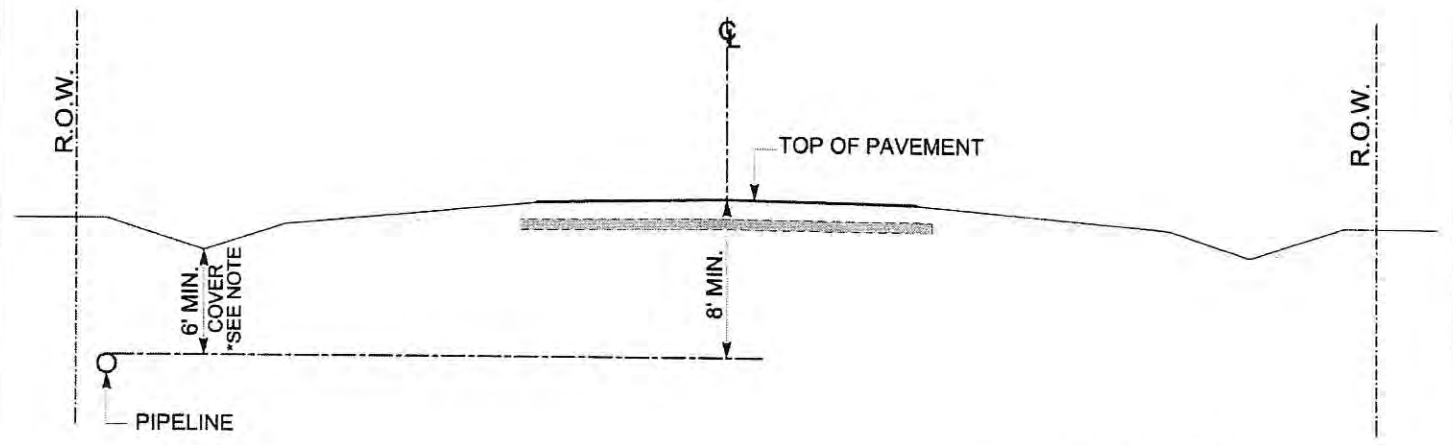
COMMISSIONERS COURT

By _____
County Judge



- GENERAL NOTES:**
1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
 2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
 3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING
N.T.S



- GENERAL NOTES:**
1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE
N.T.S

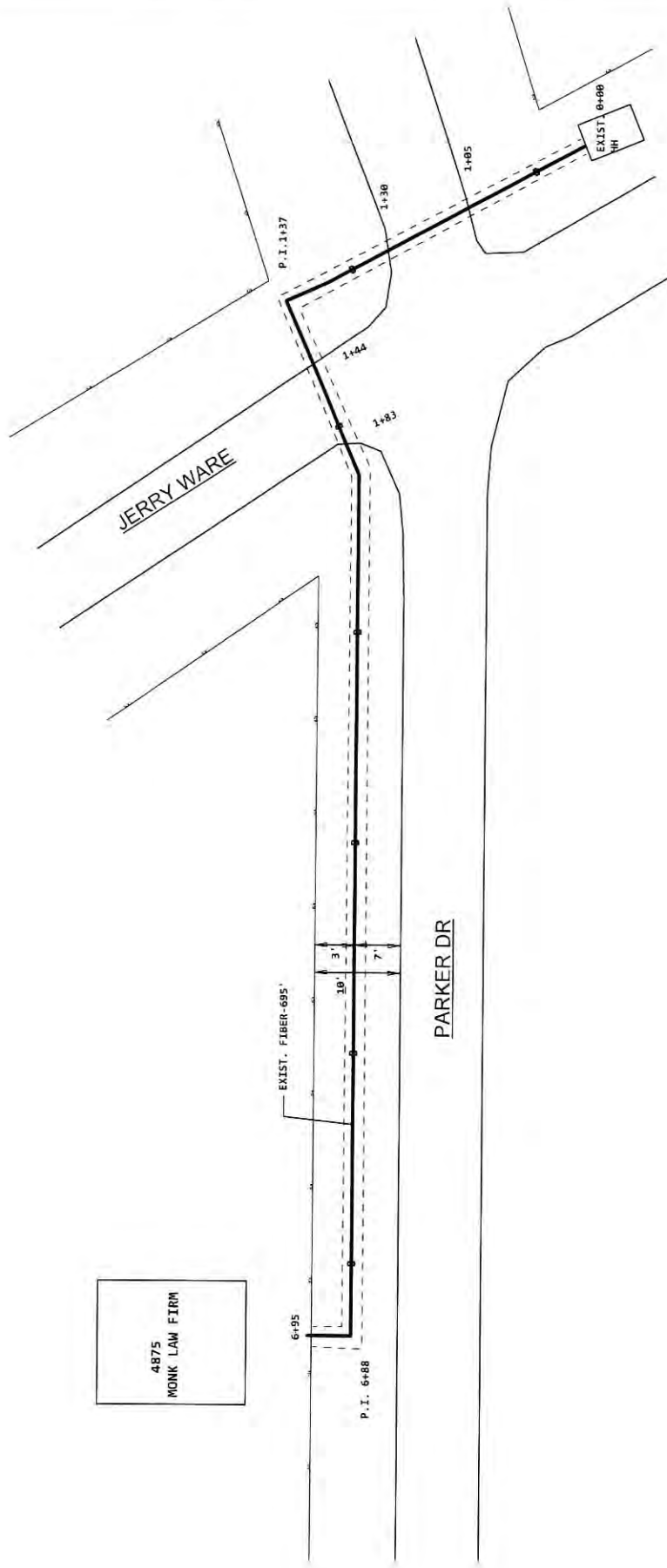
JEFFERSON COUNTY
ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO.
CHECKED:	S.S.		1 OF 1

**JEFFERSON COUNTY
PERMIT**

4875
MONK LAW FIRM



PROJECT #	A02N5V5	DATE SVC REQD	10/06/2023
NPANX	409722	GEO LOC	WZ7722
		CLI	NDLDTXND
PRIMARY ENGR	ROMERO, DARRELL J		
ENGR ID	DR9759	PERMIT REQD	207
PHONE #	4099241494	PRINT	10 of 6

AT&T Proprietary (Internal Use Only.) Not for use or disclosure outside of AT&T companies except under written agreement.

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

Application

The permittee must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
 1. It is a common carrier; and
 2. It serves a public purpose; and
 3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permittee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the permittee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
 1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
 2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
 3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permittee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The permittee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

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JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

Donta Miller

Chief of Law Enforcement

Donta.Miller@jeffcotx.us

John Shauburger

Chief of Corrections

John.Shauburger@jeffcotx.us

DATE: August 22, 2023

TO: Judge Jeff Branick
Commissioner Vernon Pierce
Commissioner Cary Erickson
Commissioner Michael Senegal
Commissioner Everette "Bo" Alfred

FROM: Chief Donta Miller

RE: Resolution

Consider and possibly approve a Resolution recognizing Shaun Miller for his 16 years and 3 months of service to the Jefferson County Sheriff's Department and wishing him well in retirement.

Chief Donta Miller
Jefferson County Sheriff Office
Law Enforcement Division



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 29 day of August, 2023, on motion made by Everette Bo Alfred, Commissioner of Precinct No. 4, and seconded by Cary Erickson, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, *Shaun M. Miller*, has devoted 16 years and 3 months of his life serving the people of Jefferson County; and

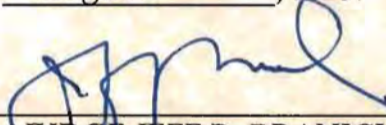
WHEREAS, *Shaun M. Miller*, has pledged his services to law enforcement in Jefferson County, by starting as a Deputy and reaching the rank of Lieutenant, during that time he served as numerous assignments with the law enforcement division; and

WHEREAS, through hard work and commitment, ***Shaun M. Miller***, has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a contribution to the Jefferson County Sheriffs' Office, ***Shaun M. Miller***, is recognized for his common good and welfare to the citizens of Jefferson County; and wishing him well in his retirement.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Shaun M. Miller***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

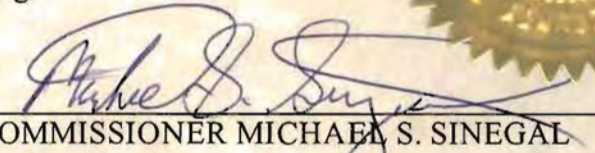
SIGNED this 29 day of August, 2023.



JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4