

Special, 9/19/2023 10:30:00 AM

BE IT REMEMBERED that on September 19, 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
September 19, 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
September 19, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **19th** day of **September 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:

10:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

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

The following options are available:

View live with audio from the County Webpage:

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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: Cary Erickson, Commissioner, Precinct Two

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

Notice of Meeting and Agenda
September 19, 2023

PURCHASING:

- (a). Consider and approve specifications for Request for Statements of Qualifications (RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 16 - 58

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

- (b). Consider and approve specifications for Request for Proposal (RFP 23-063/MR) Lease of Jefferson County Downtown Jail.

SEE ATTACHMENTS ON PAGES 59 - 122

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

- (c). Consider, establish, and approve Selection Review Committee (to include one (1) elected official) to evaluate qualifications received for Request for Statements of Qualifications for (RFQ 23-058/JW) Professional Grant Planning, Administration, and Management Services for Community Wildfire Protection Plan (CWPP) (U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

NO ATTACHMENTS

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

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- (d). Consider, establish, and approve Selection Review Committee (to include one (1) elected official) to evaluate qualifications received for Request for Statements of Qualifications for (RFQ 23-059/JW) Professional Grant Administration and Project Management for USDA Forest Service Community Wildfire Defense Grant (CWDG) Projects (U.S. Department of Agriculture Grant No. USDA-FS-2023-CWDG-SGSF); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

NO ATTACHMENTS

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

- (e). Consider, establish, and approve Selection Review Committee (to include one (1) elected official) to evaluate qualifications received for Request for Statements of Qualifications for (RFQ 23-060/JW) Professional Grant Administration and Planning Services for NOAA Transformational Habitat Restoration and Coastal Resilience Grant Project(s) (NOAA Grant No. NOAA-NMFS-HCPO-2023-200801); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

NO ATTACHMENTS

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

- (f). Consider and approve, execute, receive and file renewal for (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County for a first one (1) year renewal with Tetra Tech., Inc. from October 17, 2023 to October 16, 2024, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326 with price increases due to Consumer Price Index as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 123 - 127

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

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- (g). Consider and approve, execute, receive and file renewal for (IFB 22-052/MR) Term Contract for Dust Suppressant for Jefferson County for a first one (1) year renewal with Base-Seal International, Inc. from October 10, 2023 to October 9, 2024.

SEE ATTACHMENTS ON PAGES 128 - 128

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

- (h). Consider and approve, execute, receive and file Amendment No. 3 to contract (IFB 19-013/YS), Term Contract for Armored Car Service for Jefferson County with Rochester Armored Car Company, Inc. This amendment will terminate Sunday pick-up at the Jefferson County Correctional Facility, 5030 Hwy 69 S, Beaumont, TX 77705 effective October 1, 2023. The monthly rate for this location will be reduced to \$607.45.

SEE ATTACHMENTS ON PAGES 129 - 129

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

- (i). Consider and approve, execute, receive and file Change Order No. 2 for Contract No. IFB 22-071/JW Mesquite Point Public Boat Ramp (Texas Parks and Wildlife Department Contract No. CA-0000997) with Brizo Construction for an additional quantity of (54) CY of flowable fill for north ramp, bringing the total quantity to (64) CY; and (138) SY of additional sidewalk paving and concrete pad at ramp, bringing total to (190) SY with these additional quantities totaling \$34,802.00; bringing the total contract amount from \$1,558,404.00 up to \$1,593,206.00 with no change in the total number of working days for this project; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is funded by a combination of Texas Parks and Wildlife Department grant funds, Chenier donation funds, and County ARPA.

SEE ATTACHMENTS ON PAGES 130 - 131

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 132 - 133

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

COUNTY AUDITOR:

(a). Consider and approve budget transfer– Road & Bridge Pct.4 – additional cost for materials.

SEE ATTACHMENTS ON PAGES 134 - 134

114-0402-431-3001	ASPHALT	\$15,000.00	
114-0402-431-1028	LABORERS		\$15,000.00

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

(b). Consider and approve budget transfer– District Clerk – additional cost for supplies.

SEE ATTACHMENTS ON PAGES 135 - 135

120-2031-414-3078	OFFICE SUPPLIES	\$3,000.00	
120-2031-414-5062	TRAVEL EXPENSE		\$3,000.00

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

(c). Consider and approve budget transfer– Service Center – additional cost for extra help.

SEE ATTACHMENTS ON PAGES 136 - 136

120-8095-417-1005	EXTRA HELP	\$2,245.00	
120-8095-417-4011	EQUIPMENT- MISCELLANEOUS		\$2,245.00

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

- (d). Consider and approve acceptance of the 2023 Port Security Grant Program (PSGP) and authorizing County Auditor to submit approvals and financial related reporting through ND Grants (FEMA Portal).

SEE ATTACHMENTS ON PAGES 137 - 149

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

- (e). Consider and approve Sheriff and Constables' Fees to be effective January 01, 2024.

SEE ATTACHMENTS ON PAGES 150 - 150

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

- (f). Conduct public hearing on property tax increase for the 2023-2024 budget year. The proposed tax rate is \$.359000 which is \$.035453 above the no-new tax rate.

NO ATTACHMENTS

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

- (g). Consider and approve order to adopt tax rate at \$.359000 cents per \$100 valuation. Tax rate is \$.340391 for maintenance and operations and \$.018609 for debt service.

SEE ATTACHMENTS ON PAGES 151 - 152

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

- (h). Conduct public hearing on proposed 2023-2024 Jefferson County Budget.

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NO ATTACHMENTS

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

- (i). Adopt the 2023-2024 budget.

SEE ATTACHMENTS ON PAGES 153 - 289

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

- (j). Consider and ratify the property tax increase reflected in the adopted budget.

NO ATTACHMENTS

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

- (k). Consider and approve the VINE (Victim Information & Notification Everyday) Program service agreement with Appriss for 09/01/23-08/31/24. Cost of contract is reimbursed by the Office of the Attorney General.

SEE ATTACHMENTS ON PAGES 290 - 290

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

- (l). Receive and file subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with Jefferson County: reVision.

SEE ATTACHMENTS ON PAGES 291 - 302

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

- (m). Regular County Bills – check #509978 through check #510246.

SEE ATTACHMENTS ON PAGES 303 - 313

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

COUNTY COMMISSIONERS:

- (a). Consider and possibly approve a proclamation for Southeast Texas Veteran Stand Down.

SEE ATTACHMENTS ON PAGES 314 - 314

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

- (b). Consider, possibly approve and authorize the County Judge to execute a Demolition Waiver for the City of Port Arthur to remove an unsafe structure located at 3312 12th Street.

SEE ATTACHMENTS ON PAGES 315 - 316

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

- (c). Consider, possibly approve and authorize the County Judge to execute First Contract Renewal Participating Entity Services Agreement for the Statewide Automated Victim Notification Service (SAVNS) contract No. 20222344900-412-01.

SEE ATTACHMENTS ON PAGES 317 - 317

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

- (d). Consider and possibly approve a proclamation for Gift of Life Breast and Ovarian Cancer Month.

SEE ATTACHMENTS ON PAGES 318 - 319

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

- (e). Conduct a public hearing regarding designating the Golden Triangle Storage 2023 property in the Beaumont ETJ, TX as a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

NO ATTACHMENTS

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

- (f). Consider and possibly approve an order designating the Golden triangle Storage property in the Beaumont ETJ, TX as a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

SEE ATTACHMENTS ON PAGES 320 - 323

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

- (g). Consider, possibly approve a Property Tax Agreement for Phase 1 between Jefferson County and Golden Triangle Storage LLC property the Beaumont, TX pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

SEE ATTACHMENTS ON PAGES 324 - 342

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

- (h). Consider, possibly approve a Property Tax Agreement for Phase 2 between Jefferson County and Golden Triangle Storage LLC property the Beaumont, TX pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

SEE ATTACHMENTS ON PAGES 343 - 360

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

- (i). Consider, possibly approve a Property Tax Agreement for Phase 3 between Jefferson County and Golden Triangle Storage LLC property the Beaumont, TX pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

SEE ATTACHMENTS ON PAGES 361 - 379

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

- (j). Consider, possibly approve a Property Tax Agreement for Phase 4 between Jefferson County and Golden Triangle Storage LLC property the Beaumont, TX pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

SEE ATTACHMENTS ON PAGES 380 - 398

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

- (k). Conduct a public hearing regarding as proposed Property Tax Abatement Agreement between Jefferson County and Linde, Inc. pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

NO ATTACHMENTS

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

- (l). Consider, possibly approve a Property Tax Agreement between Jefferson County and Linde, Inc. within the Golden Triangle 2023 Reinvestment Zone property the Beaumont, TX pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

SEE ATTACHMENTS ON PAGES 399 - 418

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

- (m).Receive and file executed Order to create the Zero Parks 2023 Reinvestment Zone pursuant to Sec. 312.401 Tax Code.

SEE ATTACHMENTS ON PAGES 419 - 424

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

- (n).Receive and file executed Tax Abatement Agreement between Jefferson County and Zero Parks Management LLC.

SEE ATTACHMENTS ON PAGES 425 - 444

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

- (o).Receive and file executed Antiquities Permit Application for the Katy Connector Pipeline at Alligator Marsh 636.

SEE ATTACHMENTS ON PAGES 445 - 448

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

- (p).Receive and file executed GLO Contract Amendment No 3 20-065-121-C408

SEE ATTACHMENTS ON PAGES 449 - 455

Motion by: Erickson
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 Lawyers Title Company in the amount of \$4,010.27 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 456 - 460

Motion by: Pierce

Second by: Sinegal

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

Action: APPROVED

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

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Special, September 19, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 19, 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

September 19, 2023

Request for Statements of Qualifications
(RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center

Jefferson County is seeking submittals from qualified firms to provide professional Architectural Services in accordance with Request for Statements of Qualifications (RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: <https://www.co.jefferson.tx.us/Purchasing/>

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, October 25, 2023. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be 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. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or deb.clark@jeffcotx.us.

There will be a Mandatory Pre-Proposal Conference Thursday, September 28, 2023 at 2:00 pm CT at the Diversion Center Site Location at 3890 FM 3514, Beaumont, Texas 77705.

- REQUEST NAME:** Architectural Services for Redesign of Jefferson County Diversion Center, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.
- REQUEST NUMBER:** RFQ 23-061/MR
- DUE DATE/TIME:** 11:00 am CT, Wednesday, October 25, 2023
- MAIL OR DELIVER TO:** Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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) to make appropriate arrangements.

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

Respondents 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.

Sincerely,

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
September 20, 2023 & September 27, 2023
The Examiner:
September 21, 2023

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SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center

1.1 PURPOSE AND SCOPE OF WORK

Jefferson County is requesting statements of qualifications and experience from all interested qualified architects desiring to provide professional Architectural Services for redesign of Jefferson County Diversion Center.

PROJECT DESCRIPTION

Jefferson County is seeking qualified architecture firm(s) to assist the County in developing architectural designs for the redesign of the Jefferson County Diversion Center. The facility was previously a juvenile detention facility. The County is requesting the redesign of one existing building with (4) four individual pods in the building. The building will be redesigned to a diversion facility. The selected architecture firm(s) will work with the County to determine a basis of design, draft design plans, assist in the bidding phase and perform administration of the construction phase.

1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a Selection Review Committee to evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.4 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

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 RFQ 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 RFQ, 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 RFQ 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.

1.5 ARCHITECTURE FIRM'S SERVICES.

A. A description of services that may be utilized under this RFQ includes:

1. Evaluate the County's architectural needs for a facility redesign.
2. Create a schematic design of the redesigned facility.
3. Provide bid phase services.
4. Provide construction administration services.

1.6 LAWS AND REGULATIONS.

A. The Architectural Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

1.7 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 8.1.3** 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 1.8 Below**)

1.8 WORKER'S COMPENSATION INSURANCE.

1.8.1 Definitions:

- 1.8.1.1 **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.
- 1.8.1.2 **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.
- 1.8.1.3 **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.
- 1.8.2 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.
- 1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.7** above.
- 1.8.4 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.
- 1.8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 1.8.5.1 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
- 1.8.5.2 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.
- 1.8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.8.7 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.
- 1.8.8 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.
- 1.8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 1.8.9.1 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.

- 1.8.9.2 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.
- 1.8.9.3 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.
- 1.8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
- 1.8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 1.8.9.4.2 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.
- 1.8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 1.8.9.6 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
- 1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.8.10 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.
- 1.8.11 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.

1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Architect shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Architect under contract shall be made available to any individual or organization by the Architect without the prior written approval of the County.

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

Note: For RFQ response submission 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 Respondent(s) prior to the issuance of a Purchase Order.

**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 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

	<p>(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 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</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	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. 7401-7671q .) 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. 7401-7671q) 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	2 CFR 200 APPENDIX II (I) and

	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.	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</p>	

	<p>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 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). <ul style="list-style-type: none"> (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. <ul style="list-style-type: none"> (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 	<p>2 CFR 200.216</p>

	<p>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>	2 CFR 200.321

	<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>	
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> <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>	2 CFR 200.334
None	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	Texas Government Code 2252.152

	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.	
>\$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> <p>(1) does not boycott Israel; and</p> <p>(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.</p>	Texas Government Code 2271.002
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
Respondent:
Please complete this form and include with RFQ response 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

Respondent:

Please complete this form and include with RFQ response 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.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

- 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:

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

Respondent:

Please complete this form and include with RFQ response submission.

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses 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

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

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

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ 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.

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, October 25, 2023.

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

Late responses will not be accepted and will be returned unopened to the Respondent.

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

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

All 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.

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at: mistey.reeves@jeffcotx.us. If no response, contact **Deborah Clark, Purchasing Agent** at 409-835-8593 or email at: deb.clark@jeffcotx.us.

3.3 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 will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

3.4 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

3.5 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 RFQ 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 RFQ and urgent County requirements preclude amendment to the RFQ, 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.

PROPOSALS WILL BE OPENED PUBLICLY IN A MANNER TO AVOID PUBLIC DISCLOSURE OF CONTENTS; HOWEVER, ONLY NAMES OF PROPOSERS WILL BE READ ALOUD.

3.6 PRE-PROPOSAL CONFERENCE.

There will be a Mandatory Pre-Proposal Conference on Thursday, September 28, 2023, at 2:00 pm CT, at the Diversion Center Site Location at 3890 FM 3514, Beaumont, Texas 77705.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mistey.reeves@jeffcotx.us or faxed to: 409-835-8456. 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, October 13, 2023.

3.8 VENDOR REGISTRATION: SAM (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/RFQ 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.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

(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 RFQ 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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 23.

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.”

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 o 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 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 <div style="text-align: right; margin-top: 5px;"><input type="checkbox"/></div>									
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____. <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.

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

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

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Architectural Services for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process. This information can be provided in the biographies or resumes.
9. A description of representative work accomplished for all jobs within the past ten (10) years. Include specific jobs for outpatient facility, rehabilitation facility and nursing home facility design or redesign. Include project contact's information for reference.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide Architectural redesign services to Jefferson County. Include a projected timeline for the completion of the design phase of this project.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 29 of this package. Include reference information for projects similar to the project listed in the Request for Statement of Qualifications.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

3.13 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses

Response to Requested Information.....15 %

This will be based on the firm’s submission of all requested information in this RFQ.

Past Project Performance and References.....35 %

This will be based on the firm’s experience on all projects and references.

Past Experience on Similar Projects.....25 %

This will be based on the firm’s experience on similar projects.

Firm’s Staff Qualifications & Capacity to Complete Project.....25 %

This will be based on the biographies or resume’s submitted as well as the projected timeline for the design phase.

RESPONDENT INFORMATION FORM

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

RFQ Number & Name: (RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

VENDOR REFERENCES FORM

Respondent: 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
Respondent: Please complete this form and include with RFQ 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 Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? **Yes** **No**

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

The undersigned agrees, if this RFQ response 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 Request for Statements of Qualification, Conditions of RFQ Response, 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 RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent 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 respond or not to respond thereon.

RFQ Respondent (Entity Name)

Street & Mailing Address

City, State & Zip

Telephone Number

E-mail Address

Signature

Print Name

Date Signed

Fax Number

<p>REQUIRED FORM Respondent: Please complete this form and include with RFQ response submission.</p>

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>
--

<p>REQUIRED FORM</p> <p><u>Respondent:</u></p> <p>Please complete this form and include with RFQ response submission.</p>
--

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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 (0348-0046), Washington, DC 20503

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	Report Type: _____ a. initial filing b. material change
Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
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 this 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: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>For vendor doing business with local governmental entity</p>		<p>FORM CIQ</p>
<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>OFFICE USE ONLY</p> <p>Date Received</p>
1	<p>Name of vendor who has a business relationship with local governmental entity.</p>	
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
3	<p>Name of local government officer about whom the information in this section is being disclosed.</p> <p 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>	
4	<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: center;">_____</p> <p style="text-align: center;">Date</p>	

Adopted 8/7/2015

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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.		OFFICE USE ONLY
		Date Received:
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	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). Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)	
6	AFFIDAVIT 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. <div style="text-align: center; margin-top: 20px;"> _____ Signature of Local Government Officer </div> AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____ this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. <div style="display: flex; justify-content: space-between; font-size: x-small; margin-top: 20px;"> _____ _____ _____ </div> Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath	

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

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 RFQ Respondent” refers to a person who is not a resident.
- (4) “Resident RFQ Respondent” 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 Respondent of Texas as defined in Government Code §2252.001.

I certify that _____ [company name] is a Non-Resident Respondent 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/response:	
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
Respondent:
 Please complete this form and include with RFQ response 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

<p>REQUIRED FORM Respondent: Please complete this form and include with RFQ response submission.</p>

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

NON-DISCLOSURE AGREEMENT

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFQ and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFQ, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County’s written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Non-Disclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Non-Disclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____
Title: _____
Date: _____

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

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

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 90 days in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

Sworn to and subscribed before me this _____ day of _____, 2023

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

()

TELEPHONE NUMBER

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.



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 Request for Proposal

September 19, 2023

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 23-063/MR), Lease of Jefferson County Downtown Jail. **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.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

There will be a Mandatory Pre-Proposal Conference on Wednesday, September 27, 2023, at 2:00 pm CT in the Sheriff's Office located at 1001 Pearl Street, Beaumont, TX 77701.

PROPOSAL NAME: Lease of Jefferson County Downtown Jail
PROPOSAL NUMBER: RFP 23-063/MR
DUE DATE/TIME: 11:00 AM CT, Wednesday, October 25, 2023
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mistey.reeves@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 proposal in accordance with the terms and conditions stated in this bid.

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

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:
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PROPOSAL SUBMITTAL CHECKLIST

**REQUIRED FORM
Proposer:
Please complete this
form and include with
proposal submission.**

The Proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

- Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Proposer is providing or has provided a Jail Lease of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Completed and Signed FORM 1295.
- Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company’s general insurance coverage.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.
- One (1) Original and five (5) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

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

Please read the “Proposal Submittal Checklist” included in this package.

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for lease of Jefferson County downtown jail.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

1.2 GOVERNING LAW

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractor's response to the RFP.

1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will result in disqualification.

1.13 VENDOR REGISTRATION: SAM (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.

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

ALL NON-EXEMPT PROPOSERS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH PROPOSAL SUBMISSION.

INSTRUCTIONS:

(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 RFP PROPOSAL 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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 7.

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.”

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 o 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 8 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 NO Interested Party. CHECK BELOW IF APPLICABLE <input type="checkbox"/>									
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. My name is _____, and my date of birth is _____ My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) _____ Signature of authorized agent of contracting business entity (Declarant)									
ADD ADDITIONAL PAGES AS NECESSARY									

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

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 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, a contract (executed in response to this Request for Proposal) 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 the contract 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 contract, 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.

1.16 EVALUATION

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County.

1.17 WITHDRAWAL OF PROPOSAL

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses 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.

1.19 AWARD

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

1.20 OWNERSHIP OF PROPOSAL

All proposals become the property of Jefferson County and will not be returned to Proposers.

1.21 DISQUALIFICATION OF PROPOSAL

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Proposers.

1.22 CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.23 ASSIGNMENT

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.24 CONTRACT OBLIGATION

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Proposer. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements

shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.25 TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of proposal, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies 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 services within the proper amount of time, and/or to properly perform any and all other requirements 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.

1.26 INSPECTIONS

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Proposer as inadequate.

1.27 TESTING

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.28 LOSS, DAMAGE, OR CLAIM

The Proposer shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Proposer shall totally indemnify Jefferson County against all claims of loss or damage to the Proposer's and Jefferson County's property, equipment, and/or supplies.

1.29 TAXES

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.30 NON-DISCRIMINATION

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.31 CONFLICT OF INTEREST

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

By submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. **Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.**

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.33 WAIVER OF SUBROGATION

Proposer and Proposer’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 the Proposer’s performance under this agreement.

1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Proposer’s proposal. The insurance requirements are part of this package.

1.35 INSURANCE REQUIREMENTS

The contractor (including any and all subcontractors as defined in Section 1.36 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 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE**1.36.1 Definitions:**

1.36.1.1 **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.

1.36.1.2 **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.

1.36.1.3 **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.

1.36.2 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.

1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

1.36.4 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.

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

1.36.5.1 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

1.36.5.2 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.

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

1.36.7 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.

1.36.8 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.

1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.36.9.1 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.

1.36.9.2 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.

1.36.9.3 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.

1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.36.9.4.2 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.

1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.36.9.6 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

1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

1.36.10 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.

1.36.11 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.

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

Note: For proposal 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 Proposer(s) prior to the issuance of a Purchase Order.

**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 effected 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>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (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 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

	<p>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 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</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	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. 7401-7671q .) 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. 7401-7671q) 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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

	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.	
	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>	
None	<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> <ol 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 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). <ol style="list-style-type: none"> (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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (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 	2 CFR 200.216

	<p>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>	2 CFR 200.321

	<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>	
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> <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>	2 CFR 200.334
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may	Texas Government Code 2252.152

	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.	
>\$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> <p>(1) does not boycott Israel; and</p> <p>(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.</p>	Texas Government Code 2271.002
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
Proposer:
Please complete this form and include with proposal 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/proposal. 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

Proposer:

Please complete this form and include with proposal 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.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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:

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
Proposer:
Please complete this form and
include with proposal submission.

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

Each Respondent shall ensure that required parts of the RFP response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ 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.

Responses 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

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

All submissions must be received by 11:00 am CT, Wednesday, October 25, 2023

- Late responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for responses being delivered by third party carriers.
- RFP responses 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 shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.
- All 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.

Please direct questions to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or e-mail at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or e-mail: deb.clark@jeffcotx.us.

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 will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents 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 RFP 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 RFP and urgent County requirements preclude amendment to the RFP, 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.

3.2 PRE-PROPOSAL CONFERENCE

There will be a Pre-Proposal Conference on Wednesday, September 27, 2023, at 2:00 PM CT, at the Sheriff's Office located at 1001 Pearl St., Beaumont, TX 77701.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to **Mistey Reeves, ASSISTANT PURCHASING AGENT** at: mistey.reeves@jeffcotx.us or faxed at: 409-835-8456. If no response in 72 hours contact **Deborah Clark, PURCHASING AGENT** at: deb.clark@jeffcotx.us or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, October 13, 2023.

3.4 TENTATIVE SCHEDULE OF EVENTS

September 19, 2023	Issuance of Request for Proposal
September 27, 2023	Pre-Proposal Conference
October 25, 2023	Deadline Submission (late proposals will not be considered)
October 27, 2023	Proposals distributed to Evaluation Committee
November 6, 2023	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
November 10, 2023	If Applicable: Conduct Interview/Best and Final Offer/Short List
November 21, 2023	Recommendation for Award

Please note:

The above schedule of events is *tentative* in nature. Dates listed are subject to change.

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Payment Proposal Form (Page 42)
- G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for **(90)** days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than **(90)** days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 Purpose

Jefferson County, Texas (“Jefferson County”), owns a jail facility located at 1001 Pearl St., Beaumont, Texas 77701, in the Courthouse in downtown Beaumont (the “Jail”). Jefferson County desires to contract for the Lease of the Jail for purposes of housing non-high-risk prisoners from other jurisdictions. It is contemplated that the Lease services shall be for an initial term of two (2) years with three (3) potential renewal terms of one (1) year each. All contracts which are so procured shall be in the name of Jefferson County. Jefferson County seeks responses to this Request for Proposal (“RFP”) from private operators with the resources, experience and expertise to operate, manage and maintain the Jail under a lease agreement. Jefferson County reserves the right to reject any and all RFPs which do not comply with the specifications contained herein. It is the intent of Jefferson County to accept that proposal which in Jefferson County’s opinion represents the best interest of Jefferson County, taking into account factors including but not limited to payment, experience and competency of the Respondents.

5.2 Background of Jefferson County

Jefferson County was organized in 1836. It is located in the eastern portion of Texas near the Louisiana border. Jefferson County owns and operates a jail facility on a 30 acre site located several miles from downtown Beaumont (the “New Facility”). The New Facility became operational in 1992 and has a current capacity of 1,268 beds. In addition, Jefferson County owns the Downtown Detention Facility, located at the Sheriff’s Department, next to County Courthouse. Jefferson County seeks to utilize the excess capacity of the Jail, to house prisoners from other jurisdictions. This Jail has space for 501 beds. The Sheriff will retain 64 Maximum Security cells for Jefferson County prisoners. The Sheriff’s Office will have first priority for additional beds if needed. All services required to manage these inmates will be provided by the respondent with the exception of transportation and outside medical care. The rate the respondent will charge the County for housing these inmates will be equal to the lowest per diem collected from the other outside contracted inmate agencies. The County will not be entitled to a lease payment for Jefferson County inmates. The current rate is \$75.00 per inmate per day. The number of inmates that may be incarcerated in the Jail will be determined by the Texas Commission on Jail Standards (the “Commission”). In the event of emergency such as an evacuation due to natural disaster, the Jefferson County Sheriff’s Office will hold priority on occupying the 501 beds in the Downtown Jail on a temporary basis.

5.3 Direction and Management of Jefferson County

Jefferson County is governed by the Commissioners Court, which consists of:

- The Honorable Jeff Branick, Jefferson County Judge
- The Honorable Vernon Pierce, Commissioner, Precinct 1
- The Honorable Cary Erickson, Commissioner, Precinct 2
- The Honorable Michael Sinegal, Commissioner, Precinct 3
- The Honorable Everette “Bo” Alfred, Commissioner, Precinct 4

5.4 Requirements for Lease of the Jail

Jefferson County is soliciting responses to this RFP from private companies who have experience in operating, managing and maintaining jail facilities. Jefferson County will make its selection based upon its perception of demonstrated competence, familiarity with Lease issues as well as the reasonableness of the proposed fee for services. An evaluation committee made of Elected Officials, and Jefferson County Department Heads will review the responses to this RFP. At a meeting scheduled after such review, certain persons who have responded to this RFP may be requested to make oral presentations.

If so, those persons will be given at least three (3) business days' prior notice for this purpose of the date, time and place for all oral presentations. However, Jefferson County clearly reserves the right to make selections solely upon the written responses to this RFP. The County reserves the right to approve policies and procedures of the Contractor. The policies and procedures shall be designed to meet Texas Jail Standards.

5.4 Definitions

5.4.1 "Addenda" – Means any written or graphic instruments issued by Jefferson County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

5.4.2 "Agreement" – Is that Lease agreement which is actually executed by Jefferson County and the Successful Respondent. The Agreement shall be in substantially the same form as the Proposed Agreement.

5.4.3 "Incidental Interests" – Shall include all contractual rights involving the Jail to which Jefferson County is a party, if any, including, without limitation, all leases, licenses, easements and permits affecting the Jail.

5.4.4 "Notice" – Is that Legal Notice which refers to the Agreement and this RFP and which was printed in the Beaumont Enterprise and The Port Arthur News on September 26, 2018 and October 3, 2018, newspapers of general circulation in Jefferson County, Texas on at least two separate dates. A copy of the Notice is attached as the cover page for the RFP package.

5.4.5 "Proposal Documents" – The Legal Notice, RFP including attachments, and any Addenda issued by Jefferson County prior to the consideration of any Proposals.

5.4.6 "Proposal Form" – The form attached to this RFP package as Payment Proposal.

5.4.7 "Proposal" – Is a complete, properly signed response submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposals, and, once an RFP is accepted by Jefferson County, it constitutes agreement by the Successful Respondent to execute a contract document in substantially the same form as the Proposed Agreement, with any revisions or modifications expressly agreed upon by the Successful Respondent and Jefferson County.

5.4.8 "Respondent" – A person or entity who submits a proposal in response to this RFP.

5.4.9 "RFP" – Refers to this document, together with the attachments thereto, and Notice.

5.4.10 "Successful Respondent" – The responsible Respondent who, in Jefferson County's sole opinion, submits the Proposal which is in the best interest of Jefferson County, taking into account factors including but not limited to cost, experience, and competency of Respondent, and to whom Jefferson County intends to award the Agreement.

5.5 Description of Downtown Jail

Jefferson County Downtown Detention Facility has been in operation since September 1981. It is designed as a maximum security detention center.

The Detention Center physical layout by floor is described on the following pages. Respondents will be given the opportunity to tour the facility.

A. FIRST FLOOR

1. Parking Compound
2. Vehicular Sallyport
3. Delivery Area
4. Visitation Area

5. Multi-Purpose Rooms
6. Booking Area
7. Administrative Offices
8. Elevators

B. SECOND AND THIRD FLOORS

The second floor is one of two male floors which, with certain exceptions to be described later, are laid out in identical fashion with the third floor. The second and third floors each contain four, two-run tiers, labeled from west to east as:

1. "A" upper and lower
2. "B" upper and lower
3. "C" upper and lower
4. "D" upper and lower

Definitions

1. Tanks Denote capacity of 24 persons.
2. Dormitories normally denote capacity of 8 persons.
3. Cells normally denote capacity of 1 to 4 persons.

NOTE All capacities are listed as a "normal maximum condition." Extraordinary circumstances may require adjustment in "maximum conditions".

Layout

- a. "A" and "D" Tiers – These tiers are essentially mirror images of each other. For each of these tiers there is an observation corridor along the facility outer walls. These contain remote controls and several viewing posts with one-way glass to provide observation of the cell areas. Observation is limited from these view points to only those areas directly in front of them. There is no single location where the whole area may be observed without actually moving in the access corridor in front of the cells.
 - i. "A" lower contains two tanks with a normal maximum population of 24 men each.
 - ii. "A" upper contains one 8-man dormitory with dayroom, two 1-man cells with dayroom, and six 4-man cells with dayroom.
 - iii. "D" lower is a mirror image of "A" lower.
 - iv. "D" upper is a mirror image of "A" upper.
- b. "B" and "C" Tiers – These tiers are essentially mirror images of each other. The walkways of these tiers are directly observable from the control station. There is an observation corridor which lies directly between these two tiers and extends the entire length of these tiers. The interior of the cells can be observed through view ports in this corridor.
 - i. "B" lower and "B" upper each contain sixteen 1-man cells with dayroom.
 - ii. "C" lower and "C" upper each contain sixteen 1-man cells with dayroom.
- c. The specific differences between the second floor and the third floor are listed below.
 - i. Second Floor:
 - Assistant Deputy Chief's Office
 - Lieutenant's Office
 - Support Staff Office

- Commissary Storage
 - Detoxification Tank, observable from Control Center
- ii. Third Floor:
- 2 Adjustment cells with shower
 - Multi-Purpose Room
- d. Fourth Floor – The fourth floor contains an inmate section (described below), the kitchen, the laundry, the outdoor recreation area, and the maintenance area. There is no observation of housing from the control station. Housing unit observation is accomplished by frequent patrols through observation corridors and cell run corridors.
- i. Inmate Section:
- 2 Adjustment cell/shower (also may be used for court ordered juvenile housing).
 - #1 Run, 2 eight-person dormitories, with adjacent dayroom.
 - #2 Run, 3 four-person cells with adjacent dayroom.
 - #3 Run, 5 one-person cells with adjacent dayroom.
 - Multi-Purpose room for church services, etc.
- ii. Infirmary
- 4 single-person cells for medical isolation.
 - 1 eight-person ward for special medical.
 - Director of Nurses office.
 - Nurses' Station.
 - Secured drug storage area.
 - Dentist treatment area.
 - Psychological consultation- room.
 - Small storage area.
 - Inmate Classification Section

All inmates under the custody of the Sheriff will receive medical care at Jefferson County Correctional Facility, with the exception of emergency medical care. All Jefferson County inmates will be the responsibility of the Sheriff and Jefferson County. The respondent understands inmates under their supervision will not be covered by Jefferson County's inmate medical care program.

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

A. A description of services that may be utilized under this RFP includes:

1. Jail Lease

6.4 LAWS AND REGULATIONS

The Jail Leasing Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

7.2 PAYMENT PROPOSAL

The Proposer must utilize the form provided on **PAGE 42 of these specifications** in its submission of a payment proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 42 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

7.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

7.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

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 RFP 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 RFP, 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 RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. 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.

7.5 PROPOSAL EVALUATION CRITERIA:

a. IMPLEMENTATION PLAN – 20%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

b. PROPOSER QUALIFICATIONS – 30%

This refers to the overall qualifications of Proposer and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Proposer's performance on previous local government projects.

c. COST (Payment to the County) – 50%

The proposal shall fully detail and identify all revenue to be received by the County.

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

PAYMENT PROPOSAL

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 RFP.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County’s selection process.

1. The proposed payment fees to Jefferson County for each year during the term of the Agreement are:

- Year One: \$ _____ per month
- Year Two: \$ _____ per month
- Renewal Year One: \$ _____ per month
- Renewal Year Two: \$ _____ per month
- Renewal Year Three: \$ _____ per month

2. If you are proposing an alternative methodology during the initial term of the Agreement and/or the first or second renewal term, please describe such alternative payment arrangement in detail, including the amounts to be paid thereunder.

3. The proposed use of the Jail is for housing non-high risk prisoners from (identify intended source(s) of non-high risk prisoners:

4. Respondent will be responsible for the cost of meal service for all inmates under their supervision. Jefferson County Sheriff’s Office Correctional Facility currently provides inmate meals for the downtown jail. The rate is based on a sliding population scale of the Sheriff’s Office inmate population and the downtown jail’s inmate population. The current meal cost is \$1.78/meal. The respondent will pay the cost charged to the County based on the sliding population scale. An option for the respondent to self-contract these services can be discussed.

5. Include a maintenance cost sharing matrix for minor repairs to the Downtown Jail facility. Include possible contributions to capital projects directly related to the safe operation of the Jail as well as meeting Texas Jail Commission Standards.

6. Identify in detail the terms and conditions of all contracts, agreements or understandings between Respondent and all third-party sending jurisdictions from which you will procure, or from which you anticipate procuring, a source of non-high-risk prisoners to be confined in the Jail during the initial term of the Agreement and all renewal terms.

- a. With respect to all such agreements and understandings:
 - i. Is Jefferson County and/or Jefferson County Sheriff a necessary party to such agreement(s)?
 - ii. Have you complied with all statutes, rules and regulations of the sending jurisdiction in the procurement of a source of non-high-risk prisoners to be confined in the Jail during the term of the Agreement?

iii. Are all such contracts and agreements in compliance with 37 Texas Administrative Code §297.14?

- b. Provide the name(s), address(es) and phone number(s) of contact person(s) from the sending jurisdiction(s) which have contracted with you or, alternatively, have an understanding with you to supply a source of non-high-risk prisoners for confinement in the Jail during the term of the Agreement, including all renewal terms.
- c. Identify the extent to which you seek assistance from Jefferson County in procuring a supply of non-high-risk prisoners from other jurisdictions to be housed in the Jail during the term of this Agreement.

7. Include a current evacuation plan in the event of emergency, to include that pending a need to evacuate the Jefferson County Correctional Facility, the Jefferson County Sheriff's Office will hold priority on occupying the Downtown Jail on a temporary basis.

8. The Respondent hereby acknowledges receipt of all Addenda issued by Jefferson County, if any, subsequent to the issuance of the RFP.

9. In submitting this Proposal, I certify that:

- a. This Proposal constitutes a **firm offer** to Lease the Jail described in section 4.3 of the RFP and that I understand that said offer shall be irrevocable for the sixty (60) days for review of Proposals following the opening of Proposals, as specified in the Proposal Documents.
- b. The undersigned is authorized to bind the Respondent.
- c. The Respondent has engaged in no consultation, communication or agreement with any competitor regarding said price, or any matter relating to such price, the purpose of which is to restrict competition.
- d. The Respondent complies, or agrees to comply with all requirements set forth in the Proposal Documents.
- e. The Respondent understands that this Proposal will entitle it to be considered as a potential operator of the Jail subject to the terms and conditions of the proposal documents and that Jefferson County will determine, at its sole discretion, whether to accept all, part or none of Respondent's proposal.

10. The Respondent agrees, if this Proposal is accepted in whole or part on or before the end of the specified evaluation period, to fully comply in strict accordance with the Proposal Documents.

State of Incorporation or Primary Place of Business:

Company Name:	
Authorized Signature:	
Printed Name and Title:	

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

NON-DISCLOSURE AGREEMENT

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County’s written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____
Title: _____
Date: _____

REQUIRED FORM
Proposer:
Please complete this form and
include with proposal submission.

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 23-062/MR) Lease of Jefferson County Downtown Jail

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

VENDOR REFERENCES FORM

Proposer: 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
Proposer: Please complete this form and include with proposal 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 Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?**Yes** **No**

This Proposal/RFP Response shall remain in effect for **90 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal 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 Request for Statements of Qualification, Conditions of RFP Response, 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 RFP response in collusion with any other Respondent, and that the contents of this RFP response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. And further, that neither the Respondent 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 respond or not to respond thereon.

RFP Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM
Proposer:
Please complete this form and include with proposal 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>
--

<p>REQUIRED FORM</p> <p><u>Proposer:</u></p> <p>Please complete this form and include with proposal submission.</p>
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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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 (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: <input type="checkbox"/> a. contract <input 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	Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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 this 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: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

REQUIRED FORM
Proposer:
 Please complete this form and include with proposal submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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>	OFFICE USE ONLY Date Received	
<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; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Adopted 8/7/2015

REQUIRED FORM
Proposer:
 Please complete this form and include with proposal submission.

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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.		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	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). Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)	
6	AFFIDAVIT 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. <div style="text-align: right; margin-right: 100px;"> _____ Signature of Local Government Officer </div> AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. <div style="display: flex; justify-content: space-between; margin-top: 20px;"> _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath </div>	

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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 proposal. If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).

Yes No

Instructions for Prime Contractor/Consultant: Proposer 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/Sub-consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p 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/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Page 1 of 4

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants 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 SUCONTRACTOR 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
Proposer:
Please complete this form and
include with proposal 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
Proposer:
**Please complete this form and
include with proposal submission.**

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Page 3 of 4

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

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 Proposer 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 Proposer selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Proposer is the apparent low Proposer. 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
Proposer:
Please complete this form and include with proposal 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
Proposer:
Please complete this form and
include with proposal 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 RFP Respondent" refers to a person who is not a resident.
- (4) "Resident RFP Respondent" 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 Respondent of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Non-Resident Respondent 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/response:	
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
Proposer:
Please complete this form and include with proposal 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
Proposer:
Please complete this form and include with proposal 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

RESPONDENT'S AFFIDAVIT

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 90 days in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

Sworn to and subscribed before me
this _____ day of
_____, 2023

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

()
TELEPHONE NUMBER

REQUIRED FORM
Proposer:
Please complete this form and
include with proposal submission.

CONTRACT RENEWAL FOR RFP 22-038/MR EMERGENCY DEBRIS MONITORING SERVICES FOR JEFFERSON COUNTY

The County entered into a contract with Tetra Tech, Inc. for one (1) year, from October 18, 2022 to October 17, 2023, with an option to renew the contract for up to a three (3) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from October 17, 2023 to October 16, 2024.

ATTEST:



Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS



Jeff Branck, County Judge



CONTRACTOR:
Tetra Tech, Inc.



Jonathan Burgiel, Business Unit President



September 6, 2023

Sent via email to mistey.reeves@jeffcotx.us

Mistey Reeves, CTCD, CTCM
Assistant Purchasing Agent
Jefferson County, Texas
Office (409) 835-8693
Cell (409) 781-2368

RE: RFP No. 22-038/MR
Emergency Debris Monitoring Services
Request for Contract Renewal and Rate Change

Dear Mistey Reeves,

Jefferson County, TX entered into a contract for Emergency Debris Monitoring Services with Tetra Tech, Inc. (Tetra Tech) for a period beginning on October 18, 2022 through October 18, 2023 with the option to renew the contract term for up to two (2) additional one (1) year periods. Pursuant to Section 7 on page 2 of the contract, Tetra Tech is requesting Jefferson County, TX to exercise the second renewal option from October 19, 2023 through October 18, 2024 with an adjustment to the hourly rates for debris monitoring based on the CPI-U Base Price Adjustment Calculation below:

July 2022:	287.608
July 2023:	297.279
Increase Calculation:	$297.279 \text{ (July 2023)} - 287.608 \text{ (July 2022)} = 9.671$
	$9.671 / 287.608 \text{ (July 2022)} = \underline{\underline{3.36\% \text{ increase}}}$

As such, Tetra Tech requests Jefferson County, TX to consider increasing Tetra Tech's hourly rates by 3.36%. Please find enclosed the updated hourly rates for review and approval which includes the 3.36% increase (Attachment A) and a detailed calculation breakdown as well as the CPI-U Original Data Value for July 2022 to July 2023 (Attachment B).

Please contact me directly at TDR.Contracts@tetratech.com should you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kayla Lemaire'.

Kayla Lemaire
Contracts Administrator I

Tetra Tech, Inc.
2301 Lucien Way, Suite 120, Maitland, FL 32751
Tel (407) 735-6580 Fax (321) 441-8501 | tetratech.com

CPI for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUUR0300SA0
 Not Seasonally Adjusted
 Series Title: All items in South urban, all urban consumers, not
 Area: South
 Item: All items
 Base Period: 1982-84=100
 Years: 2012 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193	250.542	250.255
2021	252.067	253.386	255.319	257.207	259.343	261.668	263.013	263.728	264.593	267.160	268.360
2022	271.634	274.688	278.598	279.879	283.307	287.427	287.608	287.168	287.656	288.836	288.991
2023	290.438	292.285	293.358	295.315	295.889	296.789	297.279				

July 2022:

287.608

July 2023:

297.279

Increase Calculation:

297.279 (July 2023) - 287.608 (July 2022) = 9.671
 9.671 / 287.608 (July 2022) = 3.36% increase

Dec	Annual	HALF1	HALF2
223.109	223.242	222.708	223.776
227.082	226.721	226.012	227.429
228.451	230.552	230.302	230.802
229.581	230.147	229.501	230.793
234.204	232.692	231.469	233.915
238.512	237.456	236.424	238.487
242.150	242.737	242.004	243.470
247.289	246.265	245.331	247.199
250.693	248.639	247.288	249.990
269.263	261.259	256.498	266.020
288.205	283.666	279.256	288.077

TETRA TECH, INC.
UPDATED RATE SCHEDULE
Jefferson County, TX

Emergency Debris Monitoring Services

July 2022:	287.608
July 2023:	297.279
Increase Calculation:	297.279 (July 2023) - 287.608 (July 2022) = 9.671
	$9.671 / 287.608 \text{ (July 2022)} = \underline{3.36\% \text{ increase}}$

Positions	Current Hourly Rate	CPI Increase	CPI \$ Increase	Updated Hourly Rate w/ 3.36% CPI
Project Manager	\$85.00	3.36%	\$ 2.86	87.86
Operations Manager	\$65.00	3.36%	\$ 2.18	67.18
Data Manager	\$55.00	3.36%	\$ 1.85	56.85
GIS Analyst	\$55.00	3.36%	\$ 1.85	56.85
Field Supervisor	\$45.00	3.36%	\$ 1.51	46.51
Debris Site/Tower Monitors	\$37.00	3.36%	\$ 1.24	38.24
Collection Monitor	\$37.00	3.36%	\$ 1.24	38.24
Data Entry Clerk/Clerical	\$40.00	3.36%	\$ 1.34	41.34
Billing/Invoice Analysts	\$60.00	3.36%	\$ 2.02	62.02

CONTRACT RENEWAL FOR IFB 22-052/MR TERM CONTRACT FOR DUST SUPPRESSANT FOR JEFFERSON COUNTY

The County entered into a contract with Base-Seal International, Inc. for one (1) year, from October 11, 2022 to October 10, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from October 10, 2023 to October 9, 2024.

ATTEST:



Roxanne Acosta Hellberg, County Clerk

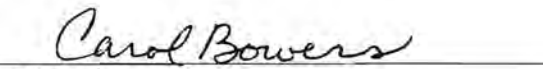
JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
Base-Seal International, Inc.



(Name)



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

AMENDMENT III TO CONTRACT

September 6, 2023

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

Dear Mr. Shea:

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

Amendment III (three) will terminate Sunday pick-up at Jefferson County Correctional Facility, 5030 Hwy 69 S, Beaumont, TX 77705 effective October 1, 2023. The monthly rate will be reduced to \$607.45.

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

Joseph W Shea
Rochester Armored Car Co., Inc.

9/6/23
Date

Joseph W Shea
Jeff R. Branick
Jefferson County Judge

Date

Attest:
Roxanne Acosta Hellberg
Roxanne Acosta Hellberg
Jefferson County Clerk

9-19-2023
Date





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www.freese.com

September 13, 2023

Michelle Falgout, PE
County Engineer
Jefferson County
1149 Pearl Street, 5th Floor
Beaumont, TX 77701

Re: Change Order No. 2

Dear Ms Falgout:

I am requesting a change to quantities for the following bid items for the reasons indicated:

- Item B3 "FLOWABLE FILL FOR NORTH RAMP." Add 54 cubic yards (CY) of quantity to bring the total to 64 CY (10 CY previous) from the re-estimation of volume we provided due to our omission of volume directly underneath the courtesy pier, and due to a greater amount that Brizo excavated to create access for the cast-in-place (CIP) retaining walls forming part of the north and south courtesy piers. The amount we calculated necessary for the sloughed area around the bridge column is not included as that is the Contractor's responsibility.
- Item E1 "SIDEWALK PAVING AND CONCRETE PAD AT RAMP (5000 PSI)." Add 138 square yards (SY) of quantity to bring the total to 190 SY. This was due to our inadvertent omission of the quantity revision on the County bid form. This revision was in the bid Plans, Sheet G-02, however.

Please see the attached Change Order No. 2 request form that details the net change in cost, which is a total of \$34,802, or a 2.2% increase.

Sincerely,

Carl Sepulveda, PE
Engineer of Record

cc: Nick Cecava, PE; Masoud Ghahremannejad, Ph.D., P.E.

Attachments: Change Order No. 2, dated 9/13/2023

JFF21789 T:/4.0 CONSTRUCTION/4.10 Correspondence and Memos/4.11 Letters

Change Order

Project	Mesquite Point Public Boat Ramp	Project Number
Owner	Jefferson County	22-071
Contractor	Brizo Construction, LLC.	
Construction Manager		
Design Professional	Freese and Nichols, Inc.	

Change Order No. 2 Date 09/13/2022

Make the following modifications to the Contract Documents:

Item	Description	Change Amount
1.	ADD: Item B3 "FLOWABLE FILL FOR NORTH RAMP" Additional quantity (54 CY) to bring total to 64 CY at \$280/CY	\$ 14,930.00
2.	ADD: Item E1 "SIDEWALK PAVING AND CONCRETE PAD AT RAMP (5000 PSI)" Additional quantity (138 SY) to bring total to 190 SY at \$144/CY	\$ 19,872.00
Net Change in Contract Price this Change Order		\$ 34,802.00
Net Change in Contract Times this Change Order		0 days

The compensation in this Change Order is the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Order. The changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Order.

a. Original Contract Price	\$ 1,558,404.00
b. Previously Approved Change Order/Contract Amendment Amounts	\$ N/A
c. Adjusted Contract Price (a + b)	\$ 1,558,404.00
d. Contract Amendment Amount	\$ 34,802.00
e. Revised Contract Price (c + d)	\$ 1,593,206.00
f. Percent Change in Contract Price to Date	2.2

	Original	Previous	Current
Substantial Completion Date	August 7, 2023	N/A	October 6, 2023
Final Completion Date	August 24, 2023	N/A	October 25, 2023

Recommended by Design Professional  Freese and Nichols, Inc. Date: 09/13/2023	Recommended by Construction Manager  Jefferson County - COUNTY ENG. Date
Approved by Contractor  Brizo Construction, LLC Date: 9/15/2023	Approved by Owner  Jefferson County Date: 9/19/23



JEFF R. BRANICK
JEFFERSON COUNTY JUDGE


ATTEST
DATE: 9-18-2023



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court
From: Deborah Clark *dc*
Purchasing Agent
Date: September 19, 2023
Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

September 19, 2023

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AUDITING	SHARP CALCULATOR	83001021	29381
<i>contact person: Katrena Theriot</i>			
CONSTABLE PCT. 1	TASER X26	X00226111	31135
CONSTABLE PCT. 1	TASER X26	X00225948	31136
CONSTABLE PCT. 1	TASER X26	X1300865R	36389
CONSTABLE PCT. 1	TASER X26	X00742850	36390
<i>contact person: Jennifer Vogel</i>			
J.P. PCT. 7	(3) LEATHER HIGHT BACK CHAIRS		
<i>contact person: Denise Roccaforte</i>			
TAX OFFICE - MID COUNTY OFFICE	SAMSUNG 50" TELEVISION	TU-8000	36933
<i>contact person: Pam Yates</i>			
SERVICE CENTER	CHAIR		10571
SERVICE CENTER	CHAIR		11851
SERVICE CENTER	CHAIR		11854
SERVICE CENTER	CHAIR		11857
SERVICE CENTER	CHAIR		12924
SERVICE CENTER	CHAIR		19722
SERVICE CENTER	CHAIR		19724
<i>contact person: Joe Zurita</i>			

ATTEST
 DATE 9-19-23



Approved by Commissioners' Court:

[Handwritten signature]

Jefferson County

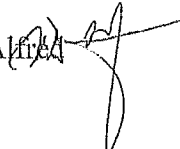


Precinct Four

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: September 8, 2023
RE: **Transfer Funds --Out Series**

Please make the following transfer as indicated. Thank you.

Transfer **\$15,000** from account # 114-0402-431.10-28 (Laborers) into account # 114-0402-431.30-01 (Asphalt) for additional cost of road materials.

EA/nr

**Jefferson County
District Clerk's Office**
1085 Pearl Street
Room 203
Beaumont, TX 77701
409-835-8580
Fax 409-835-8527



Family Law Division
409-835-8653

Child Support
P. O. Box 3586
Beaumont, TX 77704
409-835-8425

**Jamie Smith
District Clerk**

September 7, 2023

Dear Fran,

I am requesting to transfer \$3,000.00 from account 120-2031-414-50-62 (Travel) to 120-2031-414-30-78 (Office Supplies) for purchase of additional office supplies.

Respectfully,

A handwritten signature in cursive script that reads "Jamie Smith".

Jamie Smith
Jefferson County District Clerk

Re: Extra Help

Joe Zurita

Mon 9/11/2023 1:22 PM

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

Cc: Everette Bo Alfred <Everette.Alfred@jeffcotx.us>

I have \$2082.00 available in blanket PO#086863 I am in the process of transferring the funds to account 120-8095-417-40-11.

When that is complete i would like for you to ask commissioners court on the next agenda to transfer the remaining balance of \$2245.78 from account 120-8095-417-4011 to my extra help account 120-8095-417-10-05 Please and thank you?

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Patrick Swain
Jefferson County, Texas
1149 Pearl, 7th Floor
Beaumont, TX 77701 - 3635

Re: Grant No.EMW-2023-PU-00314

Dear Patrick Swain:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2023 Port Security Grant Program has been approved in the amount of \$235,803.00. As a condition of this award, you are required to contribute a cost match in the amount of \$70,768.00 of non-Federal funds, or 23 percent of the total approved project costs of \$306,571.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2023 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PAMELA SUSAN WILLIAMS

Agreement Articles

Fri Sep 01 00:00:00 GMT 2023

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: Jefferson County, Texas
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2023-PU-00314-S01

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Article I - Summary Description of Award

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Investment 1: Airboat Purchase is fully funded for \$186,428.

Investment 2: NASBLA Tactical Operators Refresher Course is fully funded for \$23,500.

Investment 3: Helicopter Asset Training is fully funded for \$25,875.

Article II - PSGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the capability gaps identified in their vulnerability assessments, relevant security plans (local or regional; FSP/AMSP/THIRA/etc.), or other relevant documentation or sustains existing capabilities per the FEMA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR Performance Narrative.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>, DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding [language access obligations](#), please refer to the [DHS Recipient Guidance](#): <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any 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 the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;

- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article LI - Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance

This award includes work that triggers an Environmental Planning and Historic Preservation (EHP) compliance review. A funding hold is placed on the following investments/projects, and the recipient is prohibited from obligating, expending, or drawing down funds under this award in the amount of \$49,375 in support of the following investments/projects, with a limited exception for any approved costs associated with the preparation, conduct, and completion of required EHP reviews. Please refer to the applicable NOFO and Preparedness Grants Manual (PGM) for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404.

Investment #2: NASBLA Tactical Operators Refresher Course: \$23,500

Investment #3: Helicopter Asset Training: \$25,875

To release this hold, the recipient is required to obtain the required FEMA EHP compliance approval for this project pursuant to the FY 2023 PSGP NOFO and PGM. Failure to comply with this condition may jeopardize your ability to access and expend federal funds for the investments/projects listed above. Please contact your FEMA GPD Headquarters Preparedness Officer or Program Analyst to receive specific guidance regarding EHP compliance.

If you have questions about this funding hold or believe it was placed in error, please contact the FEMA GPD Headquarters Preparedness Officer or Program Analyst.

BUDGET COST CATEGORIES

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$248,571.00
Supplies	\$0.00
Contractual	\$58,000.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

Obligating Document for Award/Amendment						
1a. AGREEMENT NO. EMW-2023-PU-00314-S01		2. AMENDMENT NO. ***		3. RECIPIENT NO. 746000291	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX05654N2023T
6. RECIPIENT NAME AND ADDRESS Jefferson County, Texas 1149 Pearl, 7th Floor Beaumont, TX, 77701 - 3635		7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603		
9. NAME OF RECIPIENT PROJECT OFFICER Patrick Swain		PHONE NO. 4098358500X860	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov			
11. EFFECTIVE DATE OF THIS ACTION 08/25/2023		12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement		14. PERFORMANCE PERIOD From: 09/01/2023 To: 08/31/2026 Budget Period 09/01/2023 08/31/2026	
1 5. DESCRIPTION OF ACTION						
a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2023-FA-GC01-P410- -4101-D	\$0.00	\$235,803.00	\$235,803.00	See Totals
			\$0.00	\$235,803.00	\$235,803.00	\$70,768.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)					DATE	
18. FEMA SIGNATORY OFFICIAL (Name and Title)					DATE	
PAMELA SUSAN WILLIAMS,					Fri Aug 25 02:21:46 GMT 2023	

NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES OF JEFFERSON COUNTY, TEXAS EFFECTIVE January 1, 2024

On the 19th day of September 2023, the Commissioners' Court of Jefferson County, Texas, pursuant to the provisions of Section 118.131, Local Government Code, hereby set the following fees to be charged by the offices of Sheriff and Constables of Jefferson County, TX to become effective January 1, 2024

<u>County and District Courts</u>	<u>Service Fee</u>
Bill of Review	\$75.00
Citations – All types	\$75.00
Constable's Deed of Sale (All Courts)	\$100.00
Ex-Parte Protective Order	\$75.00
Notice By Publication	\$75.00
Notice of An Application for A Protective Order	\$75.00
Notice of Garnishment	\$75.00
Notice of Hearing	\$75.00
Notice of Substitute Trustee Sale	\$75.00
Notice to Show Cause	\$75.00
Notice to Take Deposition (Oral/Written)	\$75.00
Notice/Precept to Serve	\$75.00
Posting Written Notice– All types	\$75.00
Precept to Serve/Ex Parte Order	\$75.00
Protective Order	\$75.00
Subpoena/Summons	\$75.00
Tax Warrant	\$75.00
Temporary Ex Parte Protective Order	\$100.00
Turnover Order (All Courts)	\$ 100.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Attachment (All Courts)	\$175.00
Writ of Certiorari (All Courts)	\$150.00
Writ of Execution * Commissions: 10% w/sale(No Maximum) 5% without sale(No Max	\$175 maximum 2 hours per deputy * \$ 50.00 per hour after 2 hours
Writ of Garnishment (All Courts)	\$175.00
Writ of Habeas Corpus (All Courts)	\$175.00
Writ of Injunction	\$150.00
Writ of Possession	\$175.00 \$ 50.00 per hour after 2 hours
Writ of Possession/(non- eviction) Personal Property	\$175.00
Writ of Re-Entry (All Courts)	\$175.00
Writ of Sequestration (All Courts)	\$200.00
Writ of Temporary Injunction/Restraining Order	\$150.00
Writ of Turnover Order	\$ 125.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Order of Sale (All Courts) *	\$175.00 *
Commissions: 10% with sale (no maximum)	
5% without sale (no maximum)	
Order of Sale/Tax	\$175.00
Without Order	
Commissions: 6% plus all cost	
6% without order (no maximum)	
Justice of the Peace Courts	
Eviction Citation (Forcible Entry/Detainer)	\$75.00
Justice Court Citation	\$75.00
Justice Court Subpoena	\$75.00
Magistrate Emergency Protective Order	\$75.00
Notice	\$75.00
Certified Mail	\$75.00
Writ of Retrieval	\$ 175.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Summons/Subpoenas	\$75.00
Writ of Assistance for Repossession of Aircraft	\$ 175.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Attachment	\$175.00
Writ of Execution	\$175 maximum 2 hours per deputy * \$ 50.00 per hour after 2 hours
* Commissions: 10% with sale (no maximum),	
5% without sale (no maximum)	
Writ of Possession	\$ 175.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Possession/(non- eviction) Personal Property	\$175.00
Writ of Sequestration	\$200.00
Writ of Re-entry	\$175.00
Notice of Substituted Trustee Sale	\$75.00
Turn Over Order	\$ 100.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Commission to take Oral Deposition	\$75.00
Warrants	
Criminal Subpoena	\$10.00 increase from \$5 - current postage \$8.53
Warrant -AFRS	\$50.00
Warrant for Arrest	\$50.00
Capias Pro Fine	\$60.00
Warrants (All Courts)	\$50.00
Distress Warrants	\$150.00
ALL OTHER WRITS NOT SPECIFICALLY LISTED	\$150.00

* With plaintiff to withhold or release levy, withhold collection, cancel or recall writ without Constable completing collection of judgment costs (except Tax Foreclosure Order of Sale) \$500

COUNTY OF JEFFERSON
STATE OF TEXAS

IN THE COMMISSIONERS COURT
OF JEFFERSON COUNTY, TEXAS

ORDER

On this 19th day of September, 2023, came on to be considered, the setting of the tax rate of Jefferson County, and the Court further finding that at least four members of the Commissioners' Court are now present, as required by law.

It is ORDERED, upon motion made by _____, Commissioner of Precinct No. __, seconded by _____, Commissioner of Precinct No. __ that the tax rate for 2023/2024 shall be:

(1) the debt service tax rate is hereby set at \$.018609 per one hundred dollars valuation for the County's 2023-24 debt service requirements; (2) the maintenance and operations tax rate is hereby set at \$.340391 per one hundred dollars valuation; (3) to maintain the residence homestead exemptions of 20% or \$5,000 and \$40,000 for over 65.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEARS'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 10.42 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$(2.88).

ORDERED and signed this 19th day of September, 2023.

JUDGE JEFF BRANICK
COUNTY JUDGE

COMMISSIONER VERNON PIERCE
PRECINCT NO. 1

COMMISSIONER MICHAEL SINEGAL
PRECINCT NO. 3

COMMISSIONER CARY ERICKSON
PRECINCT NO. 2

COMMISSIONER EVERETTE "BO" ALFRED
PRECINCT NO. 4

JEFFERSON COUNTY, TEXAS



ANNUAL BUDGET FISCAL YEAR 2023-2024

JEFF BRANICK
COUNTY JUDGE

VERNON PIERCE
COMMISSIONER, PCT. 1

CARY ERICKSON
COMMISSIONER, PCT. 2

**MICHAEL "SHANE"
SINEGAL**
COMMISSIONER, PCT. 3

EVERETTE "BO" ALFRED
COMMISSIONER, PCT. 4

PATRICK SWAIN
COUNTY AUDITOR



JEFFERSON COUNTY, TEXAS ANNUAL BUDGET

This budget will raise more revenue from property taxes than last year’s budget by an amount of \$11,339,401, which is an 11.95% increase from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is \$1,649,782.

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:



Property Tax Rate Comparison

	2022-2023	2022-2023
Property Tax Rate:	\$0.359000/100	\$0.363184/100
No-New Revenue Tax Rate:	\$0.323547/100	\$0.338172/100
No-New Revenue Maintenance & Operations Tax	\$0.308264/100	\$0.333011/100
Voter-Approval Tax Rate:	\$0.645212/100	\$0.476872/100
Debt Rate:	\$0.018609/100	\$0.019916/100

Total debt obligation for Jefferson County secured by property taxes is \$22,035,000.

FISCAL YEAR 2023-2024

HISTORY OF JEFFERSON COUNTY, TEXAS



Jefferson County Courthouse

Jefferson County is a 937 square mile County situated in the Coastal Plain or Gulf Prairie region of extreme southeastern Texas. The County is comprised of mainly grassy plains, though it has a dense forest belt, marshy saltgrass terrain, and coastal prairie within its boundaries. The area is low and flat with altitudes rising from sea level to approximately 50 feet above. The County has a subtropical humid climate with a mean annual temperature of 69 degrees and averages fifty-three inches of annual rainfall. The average growing season is 225 days a year. Several incorporated towns make up the County including: Beaumont, Bevil Oaks, China, Groves, Nederland, Nome, Port Arthur, Port Neches, and Taylor Landing.

Jefferson County was formed in 1836 and organized in 1837. It was one of the original counties in the Republic of Texas. The first County seat was Jefferson (named after Thomas Jefferson) on the east bank of Cow Bayou and was replaced by Beaumont in 1838. The first Jefferson County courthouse was built in 1854 and later became a Confederate hospital during the Civil War. The second courthouse was a 3-story building, built in 1893. It was the County's seat of justice until demolished to make room for the current building. The courthouse as it stands today was built in 1931 for \$1,000,000. Since the building of the original courthouse in 1931, there have been

several extensions. The "New Courthouse" was built in the 1980's, and is attached to the original structure. The County also has a sub-courthouse located in Port Arthur. Other County Buildings and Annexes that house the operations and offices of the government are located at optimal points within the County.

The area that is Jefferson County has been claimed by several different nations. The first inhabitants were the Atakapa Indians, which settled in the Lower Neches and Sabine rivers. The French and Spanish disputed ownership of the area during the eighteenth century, and when the United States acquired Louisiana, the area was under Spanish control as part of the Atascosito District. Anglo settlement began in the area around 1821 with encouragement by the Mexican government. With the formation of the Texas Republic in 1836, residents of the newly formed County sought to increase settlement.

Jefferson County was changed drastically by the discovery of oil at Spindletop in 1901. Almost overnight, the area became a booming economic base for oil exploration and refining. Jefferson County's economy to this day is still rooted in the oil industry. Currently the economy of the County is based primarily on petroleum refining; the production and processing of petrochemicals and other chemicals; the fabrication of steel and steel products; shipping activity; the manufacture of wood, pulp, food and feed products; agriculture; and health care services. The County continues to diversify its economic base.

Jefferson County is the location of one of the fastest-growing industrial areas of Texas. The County endeavors to offer its citizens everything they seek in the way of employment, entertainment, cultural activities, and educational facilities. Jefferson County not only seeks to increase economic development in the area, but also seeks to provide its residents with an enriching community life.

SOURCES:

"JEFFERSON COUNTY." *The Handbook of Texas Online*.

<<http://www.tsha.utexas.edu/handbook/online/articles/view/JJ/hcj5.htm>> [Accessed Thu Sep 7 8:52:03 US/Central 2000].

"A History of Jefferson County, Texas From Wilderness To Reconstruction." W. T. Block, A Master of Arts Thesis at Lamar University. =<http://block.dynip.com/wtblockjr/History%20of%20Jefferson%20County/Introduction.htm> [Accessed Thu Sep 7 8:52:03 US/Central 2000].

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BUDGET SUMMARY

PATRICK SWAIN
 COUNTY AUDITOR
 (409) 835-8500



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

September 19, 2023

Honorable Commissioners' Court:

Jeff Branick, County Judge
 Vernon Pierce, Commissioner, Precinct No. 1
 Cary Erickson, Commissioner, Precinct No. 2
 Michael "Shane" Sinegal, Commissioner, Precinct No. 3
 Everette "Bo" Alfred, Commissioner, Precinct No. 4

The Commissioners' Court of Jefferson County, Texas was committed to adopting a budget for fiscal year 2023-2024, which would not require an increase in the County's overall property tax rate. We are proud to present a budget for the general fund that has increased by 10.2% from the 2022-2023 fiscal year adjusted budget and slightly decreases the property tax rate. Therefore, in compliance with Section 111.033, Local Government Code, budget recommendations for fiscal year 2023-2024 are submitted for your consideration and approval.

This budget is prepared on the basis of \$31,401,879,065 of net taxable value, after exemptions, which is an increase of 9.7% over the previous year's net taxable value. The County's tax rate is \$.359000 per \$100 of assessed value, 10.9% above the No-new revenue tax rate. Net tax collections are estimated at 99% of the total levy.

The County's \$.359000 tax rate is allocated as follows:

General Fund	.340391
Debt Service	.018609

The fiscal year 2023-2024 budget provides for planned expenditures, net of contingency appropriations, for all operating funds totaling \$184,995,379. Contingencies in the amount of \$900,000 in the General Fund have also been appropriated. Such contingent appropriations are under the control of the Commissioners' Court and shall be distributed by that Court.

The Capital Projects for fiscal year 2023-2024, adopted independently of the operating budget, provides for planned expenditures of \$7,496,597.

Annual budgets are adopted for all funds except for enterprise funds, internal service funds, capital project funds, and certain special revenue funds where funds are designated for a specific purpose as identified in the grant award document, which adopts grant year or project length financial plans.

It is my opinion that the provisions of revenues and expenditures in this budget are adequate and that funds will be on hand to pay the obligations as set forth. All funds are expected to have sufficient resources to operate within the budgets as proposed. It is intended that each County department will operate within its total budget allocation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Swain', with a long horizontal flourish extending to the right.

Patrick Swain
County Auditor

BUDGET INITIATIVES, MAJOR GOALS AND ISSUES

The 2023-2024 budget year was a great challenge for the Commissioners' Court of Jefferson County. Commissioners' Court developed the current General Fund budget of \$171,364,700. In addition, Commissioners' Court was able to slightly decrease the property tax rate to .359000 cents per \$100 of taxable valuation, which is 10.9% above the No-new revenue tax rate. This property tax rate will enable Jefferson County to continue to provide services to its citizens and promote an atmosphere conducive to economic development within the County.

Budget initiatives for the current operating year include:

Provide a 3% salary increase for Sheriff Association union employees, Constable Association union employees, and all other employees. The increase in cost is approximately \$2.8 million including fringe benefits.

Commissioners' Court will make a \$5,000,000 transfer during the fiscal year and continue to utilize previously transferred funds and available grant funding to address necessary capital projects.

Maintain capital expenditures for durable goods to replace needed equipment to necessary levels.

On an on-going basis, County officials review and identify key issues facing the County and determine goals and objectives for the current operating year and the future. For the present and future years, the following represent the Commissioners' Court's list of major goals and issues:

- * Economic Development & Workforce Readiness
- * Transportation Infrastructure
- * Coastal Protection
- * Organizational Development & Improvement

Economic Development - *Enhance the economic development climate in the County for future growth by focusing on workforce training and education, by exploiting our industrial and transportation infrastructure to attract and retain business and industry and utilizing existing legislation to incentivize the attraction of businesses that bring diversification to the economic base.*

Local Industry – Jefferson County is the largest crude & LNG exporter in the U.S. Several large projects are in construction, permitting, and development for the area and the County continues to work with other taxing entities to create a business environment conducive to this growth. These include such notables as Lucite, Air Products, Vitol,

Golden Pass Products, OCI, Exxon Mobil, Phillips 66, Sempra Energy, Coastal Caverns, Energy Transfer Partners, and others that cannot be disclosed at present because of confidentiality agreements. Of late, numerous “green” energy projects have begun design and construction activities in the county and numerous large agricultural landowners have begun to enter into agreements for land use for solar, wind, and carbon sequestration projects.

Petrochemical expansions at the Motiva, Exxon Mobil, Total, and Valero facilities located in Jefferson County represent approximately \$22 billion in project improvements. In addition, hundreds of millions of dollars are being spent on terminal and pipeline facilities to support these projects. Recent rail terminal facility expansions and new construction has significantly increased the transportation of Canadian tar sands oil and bitumen to our area for processing by area refineries. In total, announced expansion projects in our county exceed \$65 billion.

Cheniere, one of two companies with Liquefied Natural Gas Terminals on the border of the Texas/Louisiana Coast, is in the latter stages of construction of a \$10 billion liquefaction facility. Golden Pass LNG opened their terminal in mid 2011. With their opening, our ship channel is now home to over 50% of the nation’s LNG capacity. Golden Pass LNG has received a permit allowing it to build a \$10 billion gas liquefaction export facility in Jefferson County which should begin operations in 2024. Sempra Energy has also begun permitting a multi-billion-dollar liquefaction facility to be built on 3,000 acres of land they currently own in Jefferson County and has entered into agreements for purchase of their LNG with foreign countries. Construction on the facility commenced in the 2nd quarter of 2023.

The County continues to work with industry leaders, the Texas Workforce Commission, Lamar Institute of Technology, Lamar University, Lamar State College, and non-profit groups to supply a workforce able to handle the growing labor needs of the County. This is critical given the interest of the international community in locating facilities in our county.

Hotel/Motel Tax – The County collects a 2% hotel occupancy tax from Jefferson County hotels. This tax enables the County to enhance tourism in the area by funding a variety of events and projects. The County funds the operational cost of the Ben J. Rogers Regional Visitors’ Center with revenue from the Hotel/Motel Tax.

Airport Development – The County continues to collaborate with American Airlines to provide direct flights to the Dallas area to enhance the Airport’s operations and link Jefferson County to worldwide destinations. Airport facility renovations are continual as part of the Airport’s master plan approved and funded by the FAA. The County has entered into several land lease contracts for economic development of the frontage road property in front of the Airport and construction of several projects are in process.

Transportation Infrastructure – *Provide adequate funding for County infrastructure.*

Highways – Texas Department of Transportation has allocated over \$1 billion in funding for highway transportation infrastructure projects in Jefferson County. Work has begun on both Interstate 10 and Highway 69 corridors and is expected to be completed in 2029.

Sabine-Neches Waterway - The County has participated in a study by the U.S. Army Corps of Engineers into the feasibility of deepening the Sabine-Neches waterway. This will allow ports in Southeast Texas, the third largest in the nation, to accommodate newer deep draft vessels and thus remain competitive with other ports on the Gulf Coast. A few years ago, the U.S. Army Corps of Engineers issued their “Chief’s Report” which paves the way for federal funding of this project. The U.S. House and Senate passed legislation, which was signed by the President authorizing the construction of the waterway improvements at a cost in excess of \$1 billion. Congressional appropriations have been approved for engineering and design of the project and construction dollars have been appropriated and construction began in July 2020. The first “useable increment” of the deepened ship channel was completed in the fall of 2020. Work is ongoing and is anticipated to last six years. The waterway is expected to add more than 650 ships a year to current numbers with industrial construction currently in progress.

Coastal Protection – *Provide protection of the County’s natural resources.*

Protection measures – Hurricane Ike destroyed the beach dune system along the 20 miles of Jefferson County coastline. As a result, the 138,000 acres of marsh in Jefferson County are being continually assaulted by normal saltwater tidal changes, which will destroy the marshes’ regenerative growth. This marsh area is critical economically, environmentally, and recreationally, and acts as a significant buffer against hurricane related tidal surges. Jefferson County has collaborated with the U.S. Fish & Wildlife service, the Texas General Land office, Texas Commission on Environmental Quality, and Texas Parks & Wildlife department to address dune restoration issues. Jefferson County is currently working with State and Federal officials to leverage BP Oil Spill funding for coastal restoration projects. Thus far, state and federal resources in excess of \$200 million are currently being employed to address the issue and both state and federal officials are committed to further funding. Construction has begun on restoration projects and restoration of the beach dune system has begun and is anticipated to be completed in the first quarter of 2024. Other projects associated with coastal restoration and protection, including saltwater barriers and siphons that restore freshwater inflows, have recently been completed utilizing BP Oil Spill settlement proceeds, North American Wetlands Conservation Act funds, and other funding.

Organizational Development & Improvement - *Improve services to our citizens through development of employees within the County.*

Services – The County also intends to continue examining our business processes and use of technology to ensure that citizen’s needs are addressed in the most efficient and cost-effective manner possible. We are currently updating all document and records handling software programs to improve the efficiency of all departments.

Strategic Planning and Performance Measures – The County continues with development of a strategic plan for enhanced long term budget planning, including long range capital projects planning and a model to help identify performance measures to assist with the budget process.

BUDGET HIGHLIGHTS

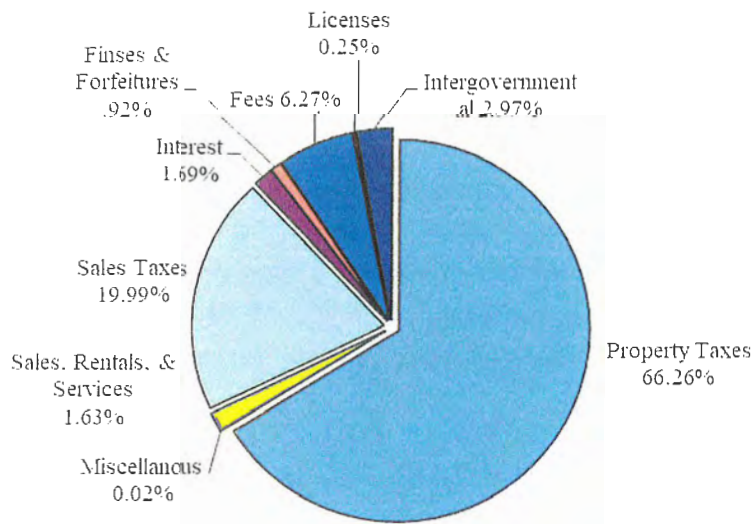
REVENUES

Jefferson County’s budgeted revenues for the General Fund, Debt Service Fund, and Special Revenue Funds are derived as follows (excluding other sources):

Revenues by Source - All Funds Summary

	Approved 2022-2023	Approved 2023-2024	Percentage Change
Property Taxes	\$ 101,866,087	\$ 110,285,337	8.27%
Sales Taxes	31,175,000	33,280,000	6.75%
Fees	10,375,818	10,440,404	0.62%
Licenses	434,000	409,800	-5.58%
Sales, Rentals, & Services	1,901,700	2,710,800	42.55%
Intergovernmental	4,586,736	4,945,208	7.82%
Fines & Forfeitures	1,630,000	1,525,000	-6.44%
Interest	865,896	2,817,217	225.35%
Miscellaneous	30,000	30,000	0.00%
Contributions	4,000	100	-97.50%

Revenues by Source - All Funds Summary
Fiscal Year 2023-2024



Property taxes are expected to increase by about \$8.3 million for 2023-2024. This amount is based on a net taxable value of \$31,401,879,065 and an adopted tax rate of \$.359000. The County is anticipating a 99% collection rate for this budget year. This increase is mainly due to the increase in valuations for residential and commercial properties. Industrial values continue to be a challenge in association with the uniform and equal provision of the Texas Constitution. The County is hopeful that legislation will be passed to help bridge the gap between market values and appraised values for these commercial and industrial properties. Overall, net taxable values have increased by about 24% from values from ten years ago as a result.

Sales taxes collections are budgeted at \$33,280,000. The County collects ½-cent on all taxable sales within the County. The ½-cent sales tax was adopted in 1989. In addition, the County collects sales tax on alcoholic beverages. The County collects a 2% hotel occupancy tax from area hotels. This tax is used to fund the Ben J. Rogers Regional Visitors' Center, as well as, tourism grants. Voters adopted a 1-cent sales tax in November 2018 for a special assistance district.

Taxes typically make up about 85% of all revenues for the County. Please refer to page 23 for a ten-year historical account of Tax Revenues by Source.

Fees represent the third largest source of revenue for the County. Fees are anticipated to increase slightly by .62%. Fees include all departmental fees. Fees depend on the provisions of state law, and are usually mandatory, but occasionally are optional with the approval of Commissioners' Court. Revenues from this source depend on collections by departments, the actions of courts, incidence of offenses, and various other external factors. The County uses historical trends of actual revenue collections to estimate for the current year with making adjustments for any changes in the fee schedules.

Road and Bridge Fees are generated from a \$10 annual assessment at the time of license tag renewal. The Road and Bridge precincts utilize these funds for road construction and maintenance of roads as stipulated by the Texas statutes.

Auto registration fees represent the County's portion of the annual renewal fees for State auto registration. Based upon Chapter 152 of the State Tax Code this fee provides funding for construction, maintenance, bridge construction, purchases of right-of-way, and for relocation of utilities.

Other revenues are made up of licenses, sales, intergovernmental revenue, fines and forfeitures, interest, and other miscellaneous items. The County uses historical trends of

actual revenue collections to estimate for the current year, while making adjustments for any changes in circumstances or rates such as interest rates.

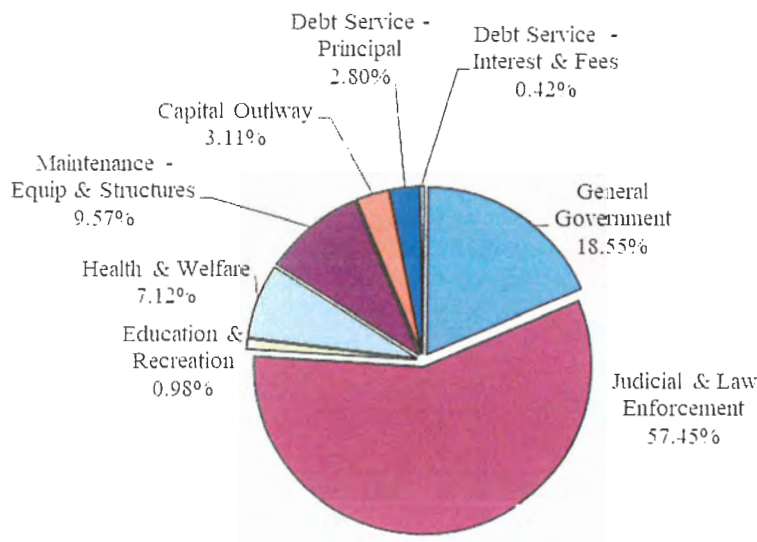
EXPENDITURES

Jefferson County’s budgeted expenditures for the General Fund, Debt Service Fund, and Special Revenue Funds are derived as follows (excluding other uses):

Expenditures - All Funds Summary by Function

	Approved 2022-2023	Approved 2023-2024	Percentage Change
General Government	\$30,940,164	\$32,669,931	5.59%
Judicial & Law Enforcement	96,184,017	101,201,368	5.22%
Education & Recreation	1,665,938	1,721,636	3.34%
Health & Welfare	12,318,583	12,540,610	1.80%
Maintenance - Equipment & Structures	16,057,086	16,861,796	5.01%
Capital Outlay	3,695,222	5,491,103	48.60%
Debt Service - Principal	4,745,000	4,930,000	3.90%
Debt Service - Interest and Commission	965,100	727,850	-24.58%
Debt Service - Transaction Fees	5,000	5,000	0.00%

Expenditures - All Funds Summary
Budgeted for Fiscal Year 2023-2024



General Fund expenditures make up 92.18% of total budgeted expenditures, while Debt Service makes up 3.05% and Special Revenue funds make up 4.77% percent. The overall change to the budget was an increase of \$15,424,355 from the 2022-2023 approved budget year. This includes a \$15,868,485 increase related to the General Fund. The increase from the 2022-2023 approved budget year to 2023-2024 related to the General Fund and will be discussed below. Debt Service and Special Revenue funds had small decreases.

GENERAL FUND

The General Fund is used to account for the general governmental operations of the County. Included in these activities are budgets for the general government, judicial and law enforcement, education and recreation, health and welfare, maintenance of buildings and structures, capital outlay, and special purpose funding. Expenditures for fiscal year 2023-2024 including “transfers out” and contingency appropriation are approved at \$171,364,700. Revenues including “transfers in” are estimated at \$153,507,018.

Property Taxes represent 68% of the revenues generated by the General Fund. In 2023-2024 the budgeted property taxes for the General Fund is expected to increase approximately \$8.3 million dollars from the prior year’s budget. This increase is mainly due to the increase in valuations for residential and commercial properties. Budgeted property tax revenue for 2023-2024 is \$104,705,808 for the General Fund.

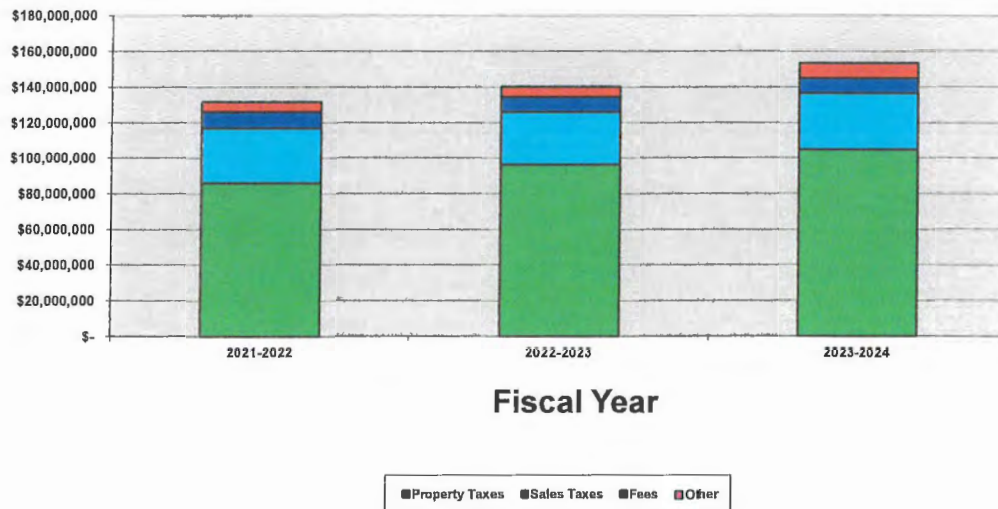
Budgeted sales tax revenue for 2023-2024 is \$31,800,000, which represents 21% of the revenues generated by the General Fund. Revenue from Sales taxes have seen an influx from industrial expansions. The County anticipates revenue from Sales taxes to remain relatively stable to current collections during the 2023-2024 budget year.

Fees collected by the County account for 6% of the General Fund revenues. Estimated revenues for fees are budgeted at \$8,552,510. Fees are expected to remain relatively level during the 2023-2024 budget year.

Other revenue sources include intergovernmental revenue, contractual payments on the housing of inmates for area cities, and interest revenue. Other revenue sources accounts for 5% of the budgeted General Fund revenues. Estimated revenues from other revenue sources are budgeted at \$8,448,700. Other revenue sources are expected to increase about 43% from the prior year’s budget. A large portion of the increase is due to additional interest revenue because of a rise in interest rates.

The following graph shows the relationship of the major revenue sources for fiscal year 2021-2022 through 2023-2024:

General Fund (Revenues)



Expenditures budgeted for the 2023-2024 fiscal year total \$171,364,700, including contingency appropriations, and “transfers out”.

General Fund Expenditures by Category

	Percentage of Budget	Approved 2022-2023	Approved 2023-2024	Percentage Change
Personnel Services	63.54%	\$ 104,850,943	\$ 108,886,502	3.85%
Operating Expenditures	28.29%	44,988,236	48,469,966	7.74%
Capital Outlay	2.53%	1,782,122	4,338,797	143.46%
Special Purpose Funding	5.64%	3,874,914	9,669,435	149.54%

Personnel services include salaries, wages, and fringe benefits of Jefferson County employees. The increase is due to a 3% salary increase for Sheriff Association union employees, Constable Association union employees, and all other employees and an increase in the employees’ retirement rate as set by TCDRS. The total number of positions had two positions added and one position was transferred to be funded from a Special Revenue fund for a net increase of one position over the previous year.

Operating expenditures include all materials and supplies, maintenance and utilities, and miscellaneous services. Departments were diligent in maintaining their budgets as closely to current levels as possible. A large part of the 7.74% increase is associated with an increase in the jail medical contractual payments, additional cost for food for inmates, fuel, road materials, increase in retirees’ health insurance, and increases in other contractual payments.

Capital outlay, which includes all capital equipment purchases over \$5,000 made by the County, increased by \$2,556,675. The County will be replacing or purchasing necessary vehicles and equipment, including equipment purchases in the Road & Bridge

departments, and other offices as needed along with some building improvements. Other capital outlay needs will be purchased with other funding including grants, where available.

Special Purpose Funding is used to account for expenditures that are non-operational in nature or do not specifically belong to a department. It consists of contingency appropriations and “transfers out”. This budget year the following transfers are budgeted: Airport - \$441,517, Ford Park - \$2,000,261, Capital Projects - \$5,000,000 and County match for Grant funds - \$1,327,657. Contingency appropriations are budgeted at \$900,000.

In 2023-2024, the County will anticipate utilizing \$17,857,682 of the General Fund reserves to balance the operating requirements of the County. The County’s ending available fund balance will be 28.67% of budgeted expenditures, which complies with the County’s fund balance policy. The amount that the County will utilize of the General Fund reserves will be used to fund capital outlay and special purpose funding.

General Fund Expenditures by Function

	Percentage of Budget	Approved 2022-2023	Approved 2023-2024	Percentage Change
General Government	20.32%	\$ 30,275,031	\$ 31,981,457	5.64%
Judicial & Law Enforcement	60.79%	90,892,495	95,655,046	5.24%
Education & Recreation	0.32%	473,330	495,615	4.71%
Health & Welfare	7.97%	12,318,583	12,540,610	1.80%
Maintenance - Equipment & Structures	10.60%	15,879,740	16,683,740	5.06%

The General Government increase is mainly due to a 3% salary increase for employees, an increase in employees’ retirement rate, and one position added to the Auditor’s Office. General Government is made up of the administrative functions of the County including the Tax Office, Auditor’s Office, County Clerk, County Treasurer, Purchasing, MIS, and others.

Judicial and Law Enforcement increases are in large part due to 3% salary increase for Sheriff Association union employees, Constable Association union employees, and for all other employees. Increases in the employees’ retirement rate, Jail medical contract cost, and an increase in food cost of County inmates have also caused increases to this category. One position was added to the District Clerk’s office and one position was transferred from Court Master to a Special Revenue fund.

The Education and Recreation Division increase is due to a 3% salary increase to all employees and an increase in the employees’ retirement rate. The only department for this division is the Agriculture Extension Service, which offers the citizens of Jefferson County access to a wealth of knowledge and experience on agricultural topics.

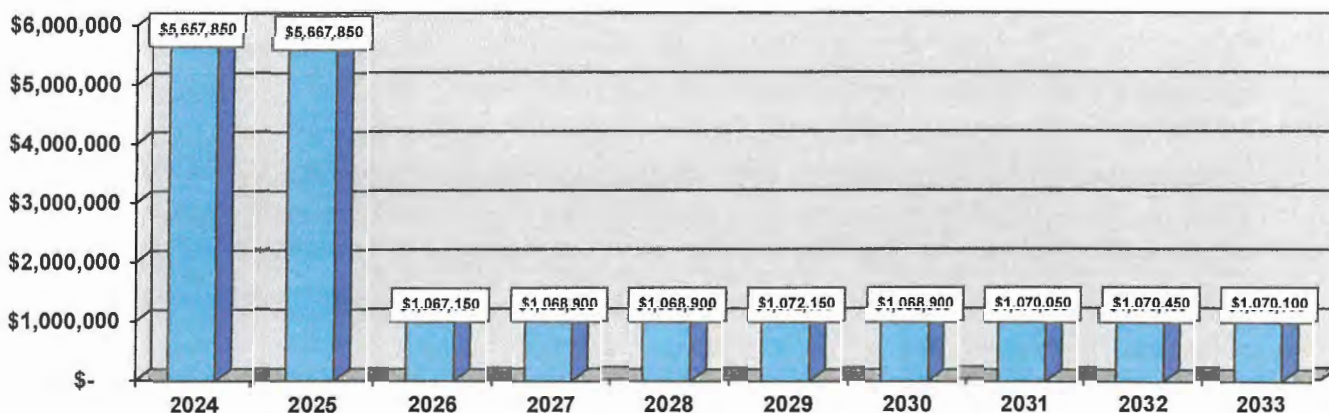
Health & Welfare increase is due to a 3% salary increase to all employees and an increase in the employees' retirement rate. This division provides health care for the indigent citizens of the County, support of the Child Protective Services of the State of Texas, mosquito control practices throughout the County, emergency management, and environmental control functions for the County.

Maintenance – Equipment & Structures increase is due to a 3% salary increase to all employees, an increase in the employees' retirement rate, and increase in cost of road materials and fuel. This division is responsible for the maintenance and operation of all County facilities and roadways.

DEBT SERVICE FUND

The Debt Service Fund is a legally restricted fund utilized to account for revenues recognized to liquidate the debt service requirements for the County's debt. This income is primarily earned through the allocation of property taxes to the fund.

Debt Service Requirements Next 10 Years



On October 1, 2023, the County has debt issues outstanding of \$22,035,000. Revenues are budgeted at \$5,643,029 for 2023-2024, of which 98.9% comes from the allocation of property taxes. The remaining portion of funding to debt service is interest. Expenditures of \$5,662,850 are budgeted to meet the current debt service requirements. The County does not have any plans to issue additional debt for 2023-2024 fiscal year.

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for revenues allocated for restricted purposes as specified by statute. The County's funds are comprised of revenues generated from road fees, confiscated goods, security fees, contributions, and other sources. Revenues for 2023-2024 are budgeted at \$7,961,136 and expenditures are budgeted at \$8,867,829. In the Justice Court Support Fund, one position was transferred from the General Fund

and one position added to provide magistrate and other judicial support to the Courts. The Marine Division is classified as a Special Revenue Fund since it is fully funded by the Sabine Neches Navigation District. The Marine Division provides law enforcement presence on the navigable waterways, terminals, and ship channels of the County. In addition, Courthouse security will continue to be a high priority. Finally, the Ben J. Rogers Regional Visitors' Center is fully functioning and the Hotel Occupancy Tax Fund will continue to partially fund the operations and improvements to Ford Park.

CAPITAL PROJECTS

The County maintains an ongoing capital improvement program. General government capital improvements have been funded by a combination of bond proceeds, general fund transfers, and grant funding. The focus of the County's capital improvement program is related to Transportation, Environmental Infrastructure, Equipment Upgrades and Asset Protection.

Expenditures of \$7,496,597 are estimated for projects in the 2023-2024 fiscal year. Funding for these expenditures includes a \$5,000,000 planned transfer and previous transfers from prior budget years. As other projects are identified, the County could use available fund balance above the minimum fund balance policy to budget transfers in futures years in order to minimize debt issuances. The current expenditures will affect the County on several levels including:

Transportation Infrastructure –The County is estimating to spend \$4,400,000 in 2023-2024 to repair road damage on the Major Drive Extension between Hwy 124 and Labelle Road and provide engineering studies for improvements for Garth Road & Erie Street. The proposed repairs and engineering studies are designed to handle heavy truck traffic along these roadways.

Environmental Infrastructure –As part of this long-term project, the County has funded various environmental studies regarding shoreline erosion, sand source feasibility, and wetlands mitigation. The County is estimating to spend \$43,738 in 2023-2024 to assist the County with Federal or State funding for the shoreline project along McFaddin Beach.

Equipment Upgrades and Asset Protection – The County has allocated \$3,052,859 in 2023-2024 to provide building improvements for the Courthouse complex, Justice of the Peace building, upgrade the County's phone system, and Courthouse waterproofing. These enhancements are expected to provide the citizens and employees with more efficient and safer operations.

ACKNOWLEDGMENTS

Acknowledgments The dedicated service and hard work of the entire staff of the Auditor's Office achieved the preparation of the 2023-2024 Annual Operating Budget. Sincere appreciation to the elected and appointed officials for their cooperation in completing this budget in a timely manner is also warranted. Commissioners' Court is also commended for exercising fiscal responsibility in their deliberations in setting the expenditures for the proposed fiscal year.

BUDGET POLICY & PROCEDURES

The overall goal of the County's budget policy and procedures are to establish and maintain effective management of the County's financial resources. Formal policy statements and major objectives provide the foundation for achieving this goal. Accordingly, this section outlines the policies and procedures used in guiding the preparation and management of the County's overall budget and the major objectives to be accomplished.

The County follows the policies below in establishing the budget.

Guidelines

- ⌘ The budget will be prepared in such a manner as to facilitate its understanding by citizens of the County, elected officials, and employees.
- ⌘ Financial information systems will be maintained to monitor operations of the County on an ongoing basis. Also, the accounting and financial reporting systems will be maintained in compliance with current generally accepted accounting principles.
- ⌘ The Auditors' Office will review all departmental budgets to identify possible increases or reductions, and will analyze all budget requests in detail.

Interim Financial Reporting

- ⌘ Commissioners Court and all Departments will be provided with monthly budget reports comparing actual versus budgeted revenue and expense activity.

Balanced Budget

- ⌘ The budget will be structurally balanced; total expenditures do not exceed total resources, or total estimated revenues plus reserves. The County will avoid budgetary procedures that balance current expenditures at the expense of meeting future years' expenses, such as postponing expenditures or accruing future year's revenues.

Capital Improvement Policies

- ⌘ The budget will provide for adequate maintenance of capital, infrastructure, equipment, and for their logical replacement. No “carryover” capital outlay will be budgeted unless specifically approved by Commissioners’ Court during the current year’s budget hearings.
- ⌘ The County will establish an appropriate mix of general fund transfers, state grant funds, and general obligation debt in the funding of capital projects.

Debt Management Policies

- ⌘ The County will confine long-term debt to capital improvements or projects that cannot be financed from current revenues.
- ⌘ The County will not use long-term debt for current operations.
- ⌘ The County will strive to have the final maturity of general obligation bonds at, or below thirty years, and within a period not to exceed the estimated useful life of the project.

Fund Balance Policies

- ⌘ The County will strive to maintain an unreserved, available fund balance of approximately 15% of budgeted expenditures for the General Fund. Fund balance for Debt Service funds will be maintained according to debt covenants, usually 1/12th of the next year’s debt principle payment requirements. Fund balance for Special Revenue funds will be maintained to ensure a positive fund balance for the individual funds.
- ⌘ It is the intent of the County to use excess available fund balances above the 15% to help fund capital replacement and capital projects in order to reduce the need for future debt.

Investment Policies

- ⌘ These Investment Policies apply to the investment of short-term operating funds of the County in excess of those funds required to meet current expenditures. Topics included in the investment policy are quite detailed and include information of Strategy, Scope, Objectives and Priorities, Responsibility and Control, Reporting, Institutions, Instruments, Procedures, Collateral and Safekeeping, and Policy Review and Amendments. The

complete policy can be reviewed in the separate Investment Policy Manual maintained by the Treasurer's office.

Capital Asset Procedures

- ⌘ Capital assets include buildings, roads, bridges, equipment, computers, furniture, and vehicles. Jefferson County's monetary criteria is \$10,000 or more and with a useful life of more than one year. Once purchased, all capital assets are maintained in the physical inventory until disposed.

The County follows the procedures below in establishing the budget.

- ⌘ Jefferson County's fiscal year begins on October 1st each year and ends on September 30th. The budget process for each upcoming fiscal year begins in May with the preparation of Budget Workpapers which are distributed to all County Departments. Each department is asked to project their financial requirements for the upcoming year. The Budget Workpapers are a guide for initial budget requests.
- ⌘ Departmental annual budget requests are then submitted by the Department or Agency Head to the County Auditor in June. The County Auditor compiles the initial requests and in July, budget hearings are held for each department. Commissioners' Court, which includes the County Judge and the four County Commissioners oversee the Budget Hearings. These hearings give Department Heads the opportunity to discuss with Commissioners' Court any changes in their budget, and items that are a priority. The public is invited to attend all budget hearings, which are posted according to the Open Meetings Act.
- ⌘ In conjunction with compiling departmental budget requests, the County Auditor prepares an estimate of available resources in each fund for the upcoming fiscal year. Expenditures budgeted in the various funds may not exceed the fund balances as of the first day of the fiscal year plus the anticipated revenue for the year as estimated by the County Auditor.
- ⌘ In September, the County Auditor prepares the proposed annual operating budget to be presented to the Commissioners' Court for their consideration. The budget represents the financial plan for the new fiscal year. Public hearings are held on the proposed budget.
- ⌘ The Commissioners' Court must adopt an annual operating budget by a majority vote of the Commissioners' Court before October 1. The adopted budget must be balanced; that is, available resources must be sufficient to

support annual appropriations. Accountability is then required for operations to remain within available resources.

- ⌘ The department is the legal level of budgetary control. Total expenditures cannot exceed the final appropriation once the budget has been adopted. Commissioners' Court can amend the total appropriations for an individual department. To comply with expenditure limitations, when one department's total appropriation is increased, another department's appropriation must be reduced by an equal amount. Commissioners' Court may also approve the transfer of appropriations within funds. All such amendments require Commissioners' Court approval.
- ⌘ The County uses funds to report its financial position and results of its operations. Funds for budget purposes are classified as Governmental and Fiduciary. Governmental Funds are used to account for the majority of the County's general activities, including the collection and disbursement of earmarked monies (Special Revenue Funds), the acquisition or construction of general fixed assets (Capital Projects Funds), and the servicing of general long-term debt (Debt Service Funds). The General Fund is used to account for all activities of the County not accounted for in any other fund. Proprietary Funds are used to account for activities similar to those found in the private sector (Enterprise Funds), where the determination of net income (loss) is necessary and/or useful to sound financial management.
- ⌘ Annual budgets are legally adopted for the General Fund and Debt Service Fund. Budgets for Special Revenue Funds are established pursuant to statute guidelines, and budgets for Capital Projects are established on a project basis. Enterprise funds have submitted an estimated net loss. The amount of the annual subsidy needed for the Enterprise funds are budgeted in the General Fund as a transfer.
- ⌘ All transactions affecting the acquisition and disposition of anything of value by the County are recorded in detail in the accounting system adopted by the Jefferson County Auditor.
- ⌘ The budgets of general government type funds (i.e. General Fund and Special Revenue Funds) are prepared on the modified accrual basis. Briefly, this means that obligations of the County are budgeted as expenditures, but revenues are recognized only when they are measurable and available.
- ⌘ Encumbrance accounting is used for all funds. Encumbrance accounting means that an estimated cost is recorded on the books at the time of an order of goods and services so that all obligations are booked. When the actual

cost is known, it is booked, and the encumbrance is reversed.¹⁸⁰ All encumbrances lapse at year-end for all budgeted funds.

- ⌘ The Comprehensive Annual Financial Report shows the status of the County's finances on the basis of "generally accepted accounting principles" (GAAP). The Annual Report and the budget are prepared on a basis consistent with GAAP using the modified accrual basis.
- ⌘ The budget document does not include Enterprise Funds, Internal Service Funds, and Special Revenue Funds that are grants. Grants are restricted for specific purposes. Since these grants are presented to Commissioners' Court throughout the year and some run on different fiscal years, the grant budgets and accountings are maintained separately from this document.

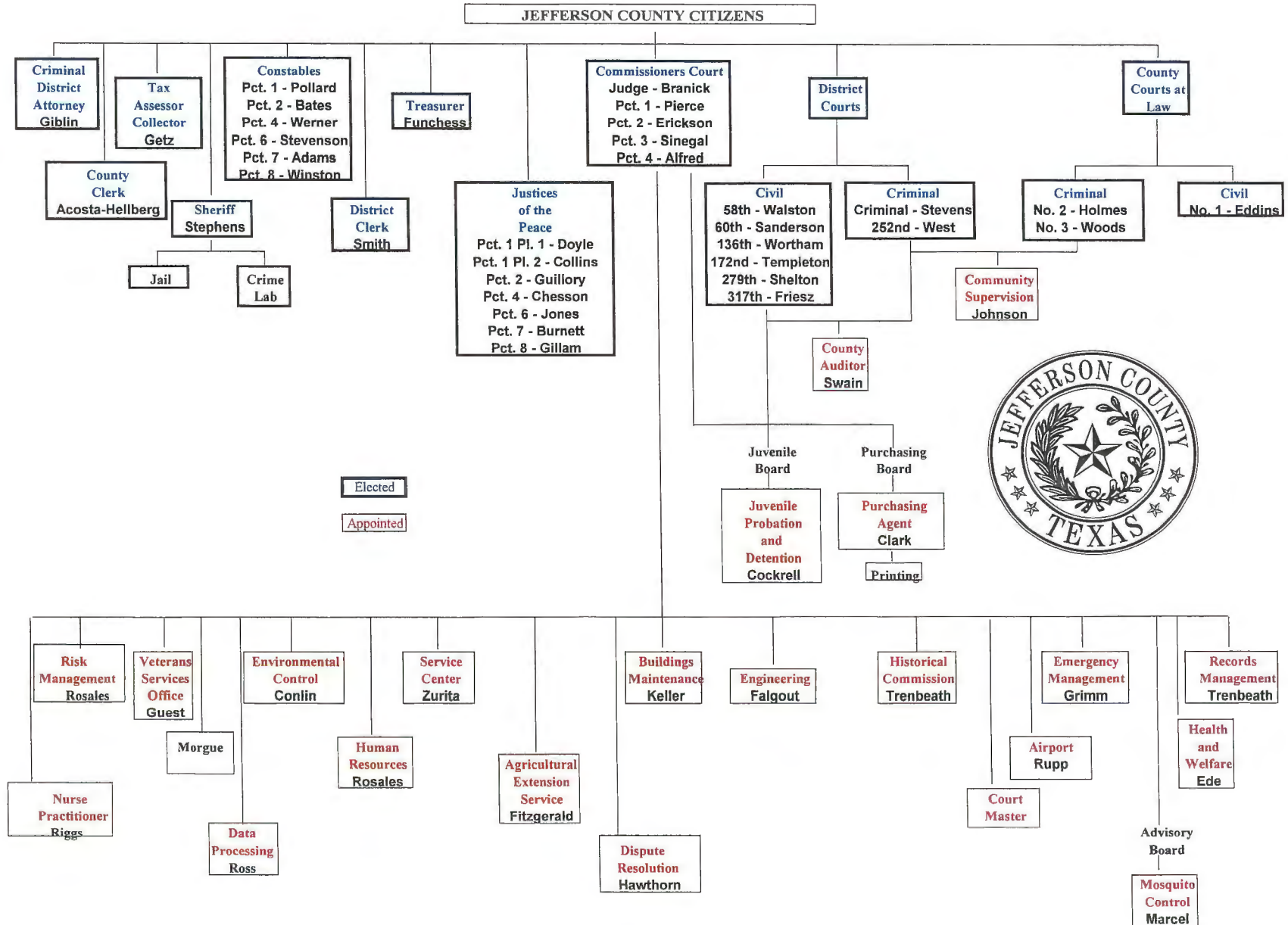
JEFFERSON COUNTY, TEXAS

CALENDAR FOR BUDGET PREPARATION

Dates are approximate

- APRIL 27** – Budget preparation packets sent to all County departments by County Auditor.
- MAY 31** – Budget preparation packets are due back to the County Auditor’s office.
- JUNE 1 – JULY 9** – Compile initial budget requests and estimate of available resources.
- JULY 10 – 23** – Budget Hearings.
- AUGUST 1** – Publish notice of public hearing on annual compensation of County Auditor, Assistant Auditors, and Court Reporters. (Section 152.905 LGC)
- AUGUST 8** – Budget Workshop to discuss pending items for budget.
- AUGUST 15** – Commissioner Court Meeting to discuss tax rate and schedule public hearing and call for election if needed, including record of vote.
- AUGUST 18** – Public hearings on Auditors and Court Reporters budget with District Judges. (Section 152.905 LGC)
- SEPTEMBER 7** – Notify Elected officials of salaries and allowances. (Section 152.013 LGC)
- SEPTEMBER 8** – Notice of proposed increases in elected officials’ salaries and allowances published in local newspaper. (Section 152.013 LGC)
- SEPTEMBER 8**– Publish notice for budget public hearing. (Section 111.0385 LGC)
- SEPTEMBER 8**– File budget with County Clerk. (Section 111.037 LGC)
- SEPTEMBER 8** – Notice of Public hearing for Tax Rate.
- SEPTEMBER 19** – Public hearing on tax rate.
- SEPTEMBER 19** – Adopt tax rate.
- SEPTEMBER 19** – Public hearing and adopt budget. (Section 111.039 LGC)
- SEPTEMBER 26** – Receive & file budget.

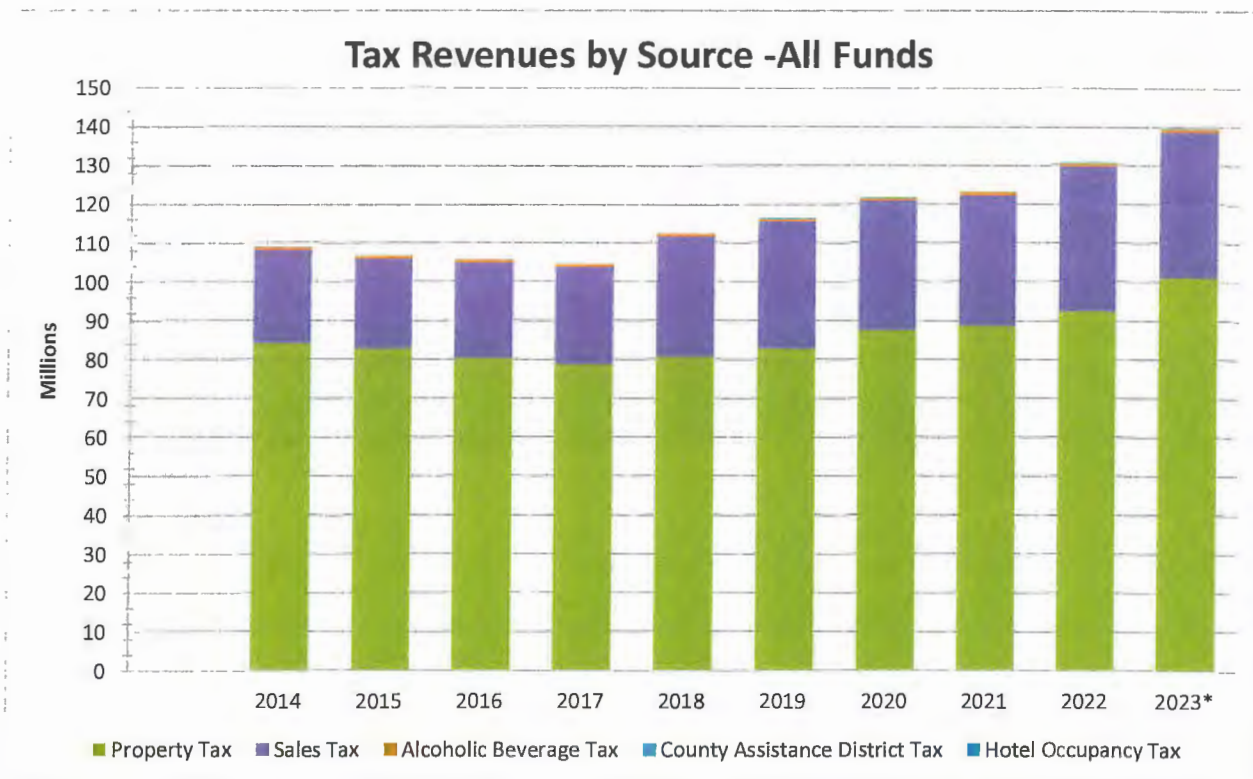
ORGANIZATION CHART OF JEFFERSON COUNTY As of September 30, 2023



TAX REVENUES BY SOURCE - ALL FUNDS
LAST TEN FISCAL YEARS

Fiscal Year	Property Tax	Sales Tax	Alcoholic Beverage Tax	Hotel Occupancy Tax	County Assistance District Tax	Total
2014	\$84,262,722	\$24,064,857	\$614,384	\$1,150,383	\$ -	\$110,092,346
2015	82,850,758	23,047,286	656,678	1,291,716	-	107,846,438
2016	80,400,650	24,595,048	673,135	1,211,569	-	106,880,402
2017	78,856,965	24,984,470	689,240	1,187,625	-	105,718,300
2018	80,704,782	30,911,766	743,739	1,696,852	-	114,057,139
2019	82,794,242	32,759,242	753,954	1,422,345	48,980	117,778,763
2020	87,564,321	33,497,873	590,925	1,537,054	95,332	123,285,505
2021	88,722,128	33,621,425	755,519	1,507,187	76,404	124,682,663
2022	92,517,279	37,288,969	912,052	1,452,286	80,676	132,251,262
2023*	101,187,652	37,500,000	878,676	1,457,916	86,232	141,110,476

* Estimate for current year



**RATIO OF ANNUAL DEBT SERVICE EXPENDITURES
FOR GENERAL BONDED DEBT TO TOTAL GENERAL
EXPENDITURES**

LAST TEN FISCAL YEARS

Fiscal Year	Debt Service			General Expenditures	Ratio of Debt Service To General Expenditures
	Principal	Interest	Total Debt Service		
2013	\$ 3,965,000	\$ 1,960,536	\$ 5,925,536	\$ 142,672,765	4.15%
2014	4,280,000	1,837,099	6,117,099	141,963,383	4.31%
2015	4,420,000	1,691,644	6,111,644	147,375,682	4.15%
2016	4,590,000	1,534,121	6,124,121	142,043,535	4.31%
2017	4,690,000	1,410,930	6,100,930	143,919,630	4.24%
2018	3,640,000	1,264,258	4,904,258	148,191,679	3.31%
2019	3,450,000	1,236,395	4,686,395	157,519,701	2.98%
2020	4,120,000	1,590,578	5,710,578	167,091,311	3.42%
2021	4,270,000	1,404,350	5,674,350	155,567,512	3.65%
2022	4,515,000	1,190,850	5,705,850	170,813,452	3.34%

ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN TAX YEARS

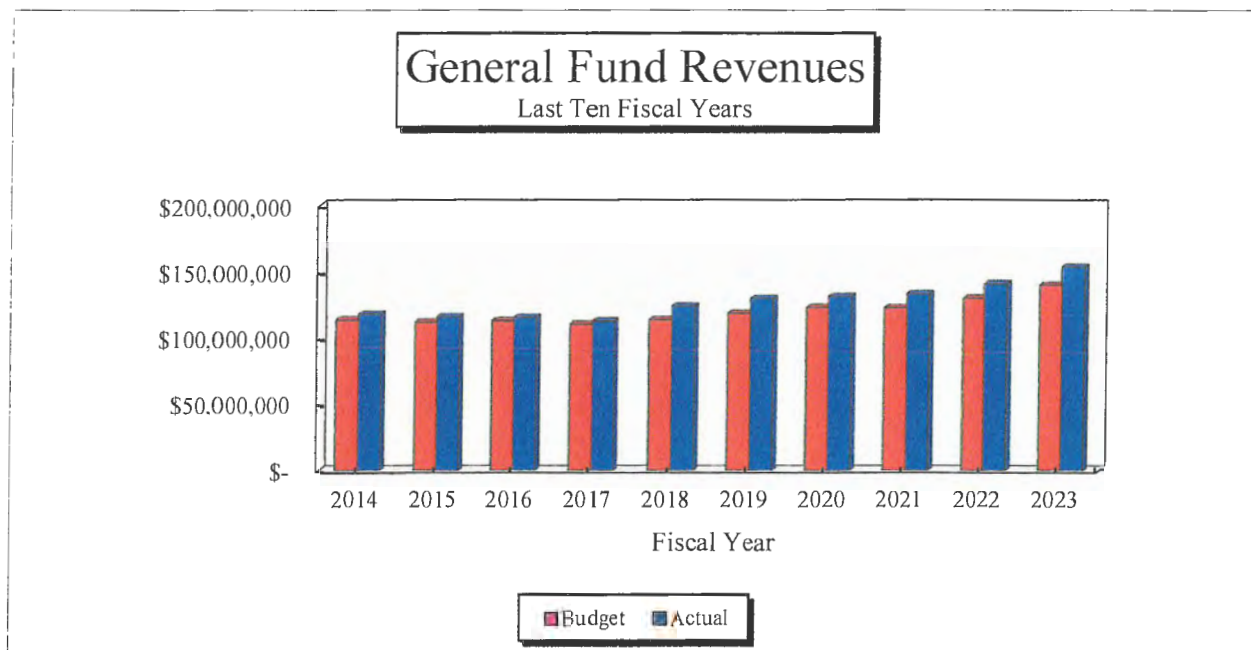
Tax Year	Assessed Value					Assessment Ratio	Estimated Actual Value
	Real Property	Less (a) Exemptions	Real Property (Net)	Personal Property	Total (b)		
2013	25,832,370,800	6,667,443,764	19,164,927,036	6,742,185,740	25,907,112,776	100%	32,574,556,540
2014	24,783,401,488	6,385,170,071	18,398,231,417	6,995,371,050	25,393,602,467	100%	31,778,772,538
2015	25,362,781,856	6,399,625,866	18,963,155,990	5,942,276,123	24,905,432,113	100%	31,305,057,979
2016	24,934,838,353	6,033,364,824	18,901,473,529	5,443,263,208	24,344,736,737	100%	30,378,101,561
2017	26,292,511,780	7,709,373,774	18,583,138,006	5,804,730,594	24,387,868,600	100%	32,097,242,374
2018	25,859,294,809	7,921,774,579	17,937,520,230	6,380,436,697	24,317,956,927	100%	32,239,731,506
2019	27,633,568,872	8,807,616,190	18,825,952,682	6,723,174,842	25,549,127,524	100%	34,356,743,714
2020	27,578,075,911	9,328,538,631	18,249,537,280	6,547,102,115	24,796,639,395	100%	34,125,178,026
2021	29,090,791,892	8,934,010,700	20,156,781,192	5,766,438,643	25,923,219,835	100%	34,857,230,535
2022	31,367,686,933	9,802,337,309	21,565,349,624	7,048,598,061	28,613,947,685	100%	38,416,284,994

- (a) Exemptions are evenly divided between regular homesteads, homestead property of person 65 years or older, veteran, abatements, charitable organizations, agriculture, and pollution control.
- (b) Net of exemptions.

GENERAL FUND REVENUES & TRANSFERS

LAST TEN FISCAL YEARS

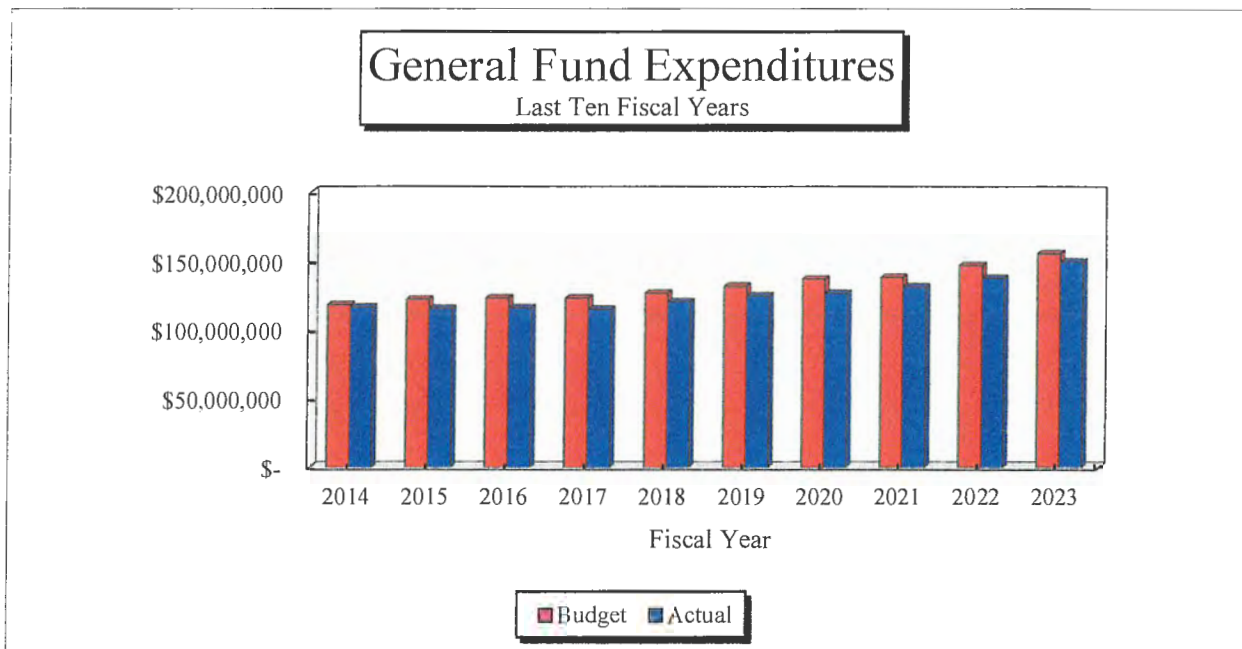
Fiscal Year	Adjusted Budget	Actual
2014	\$ 114,209,840	\$ 118,381,543
2015	112,399,235	116,326,116
2016	113,455,177	115,827,182
2017	110,906,958	113,123,519
2018	114,110,807	124,545,505
2019	119,007,589	129,940,900
2020	123,540,366	131,514,349
2021	123,274,642	133,381,810
2022	130,251,466	141,136,652
2023	140,354,558	153,943,234 *



* Estimate for current year.

GENERAL FUND EXPENDITURES & TRANSFERS LAST TEN FISCAL YEARS

Fiscal Year	Adjusted Budget	Actual
2014	\$ 118,522,516	\$ 116,658,252
2015	122,481,618	115,709,659
2016	123,408,154	116,198,012
2017	123,384,980	115,155,856
2018	127,033,326	120,727,104
2019	131,666,480	125,025,840
2020	137,034,870	126,955,786
2021	138,212,956	131,188,268
2022	147,060,513	137,642,517
2023	155,496,215	149,860,212 *



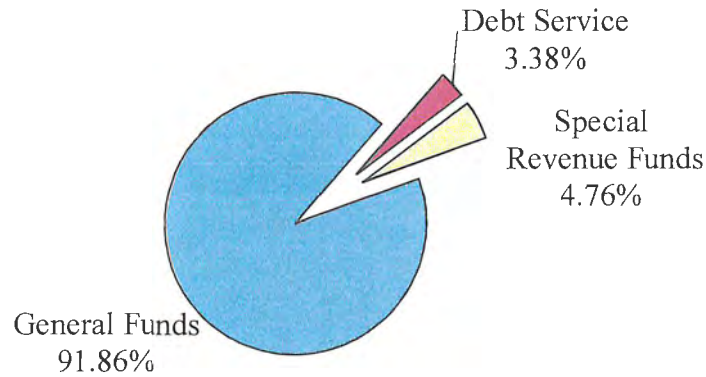
* Estimate for current year.

JEFFERSON COUNTY, TEXAS
ALL FUNDS SUMMARY

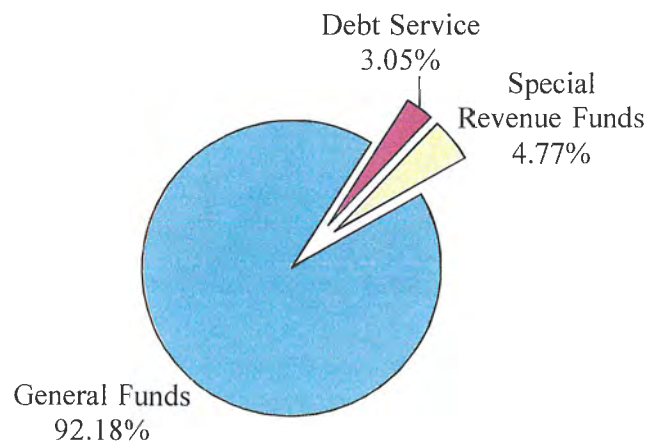
	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
REVENUES			
Property Taxes	\$ 92,517,279	\$ 101,187,652	\$ 110,285,337
Sales Taxes	39,733,983	39,922,824	33,280,000
Fees	12,349,447	10,817,481	10,440,404
Licenses	455,206	468,104	409,800
Sales, Rentals & Services	2,106,535	2,939,158	2,710,800
Intergovernmental	4,703,622	4,328,423	4,945,208
Fines & Forfeitures	1,731,853	1,588,040	1,525,000
Interest	778,042	5,583,750	2,817,217
Miscellaneous	33,841	29,916	30,000
Contributions	215	60	100
	<u>154,410,023</u>	<u>166,865,408</u>	<u>166,443,866</u>
Total Revenues	\$	\$	\$
OTHER SOURCES			
Transfers In	\$ 652,319	\$ 661,335	\$ 667,317
Total Other Sources	\$ 652,319	\$ 661,335	\$ 667,317
Total Revenues & Other Sources	\$ 155,062,342	\$ 167,526,743	\$ 167,111,183
EXPENDITURES			
General Government	\$ 27,656,334	\$ 29,692,309	\$ 32,669,931
Judicial & Law Enforcement	84,368,878	93,618,645	101,201,368
Education & Recreation	1,371,749	1,532,430	1,721,636
Health & Welfare	10,381,538	11,399,567	12,540,610
Maintenance - Equipment & Structures	13,445,956	14,571,647	16,861,796
Capital Outlay	4,671,804	3,208,638	5,491,103
Debt Service -			
Principal	4,515,000	4,745,000	4,930,000
Interest and Commission	1,190,850	965,100	727,850
Transaction Fees	3,550	3,550	5,000
Total Expenditures	\$ 147,605,659	\$ 159,736,886	\$ 176,149,294
OTHER USES			
Transfers Out	\$ 2,740,620	\$ 2,994,914	\$ 8,846,085
Contingency Appropriation	-	-	900,000
Total Other Uses	\$ 2,740,620	\$ 2,994,914	\$ 9,746,085
Total Appropriations	\$ 150,346,279	\$ 162,731,800	\$ 185,895,379
BEGINNING FUND BALANCE	\$ 73,569,565	\$ 78,285,628	\$ 83,080,571
ENDING FUND BALANCE	\$ 78,285,628	\$ 83,080,571	\$ 64,296,375
RESERVED FUND BALANCE	2,021,588	1,999,754	1,979,933
ENDING AVAILABLE FUND BALANCE	\$ 76,264,040	\$ 81,080,817	\$ 62,316,442

JEFFERSON COUNTY, TEXAS
ALL FUNDS SUMMARY

FY 2024 - Revenues and Other Sources



FY 2024 - Expenditures and Other Uses





GENERAL FUND

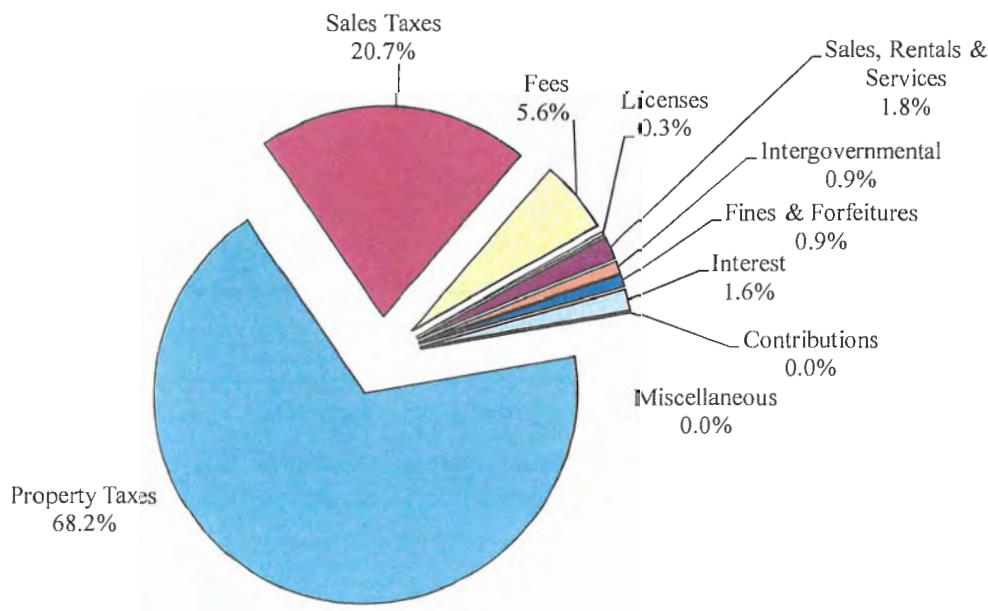
GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
REVENUES			
Property Taxes	\$ 86,779,225	\$ 95,622,836	\$ 104,705,808
Sales Taxes	38,201,021	38,378,676	31,800,000
Fees	10,000,288	8,853,723	8,552,510
Licenses	455,206	468,104	409,800
Sales, Rentals & Services	2,057,072	2,800,325	2,688,800
Intergovernmental	1,537,245	1,422,614	1,442,000
Fines & Forfeitures	1,414,395	1,450,980	1,400,000
Interest	662,067	4,916,000	2,478,000
Miscellaneous	29,918	29,916	30,000
Contributions	215	60	100
	<u>141,136,652</u>	<u>153,943,234</u>	<u>153,507,018</u>
Total Revenues	\$	\$	\$
EXPENDITURES			
General Government	\$ 27,169,470	\$ 29,242,227	\$ 31,981,457
Judicial & Law Enforcement	80,495,299	89,332,361	95,655,046
Education & Recreation	360,473	403,660	495,615
Health & Welfare	10,381,538	11,399,567	12,540,610
Maintenance - Equipment & Structures	13,379,134	14,541,730	16,683,740
Capital Outlay	3,240,589	1,965,753	4,338,797
	<u>135,026,503</u>	<u>146,885,298</u>	<u>161,695,265</u>
Total Expenditures	\$	\$	\$
OTHER USES			
Transfers Out	\$ 2,616,014	\$ 2,974,914	\$ 8,769,435
Contingency Appropriation	-	-	900,000
	<u>2,616,014</u>	<u>2,974,914</u>	<u>9,669,435</u>
Total Other Uses	\$	\$	\$
Total Appropriations	\$ 137,642,517	\$ 149,860,212	\$ 171,364,700
BEGINNING FUND BALANCE	\$ 60,963,256	\$ 64,457,391	\$ 68,540,413
ENDING FUND BALANCE	\$ 64,457,391	\$ 68,540,413	\$ 50,682,731
RESERVED FUND BALANCE	<u>1,544,576</u>	<u>1,544,576</u>	<u>1,544,576</u>
ENDING AVAILABLE FUND BALANCE	<u>\$ 62,912,815</u>	<u>\$ 66,995,837</u>	<u>\$ 49,138,155</u>

**GENERAL FUND
SUMMARY OF REVENUES**

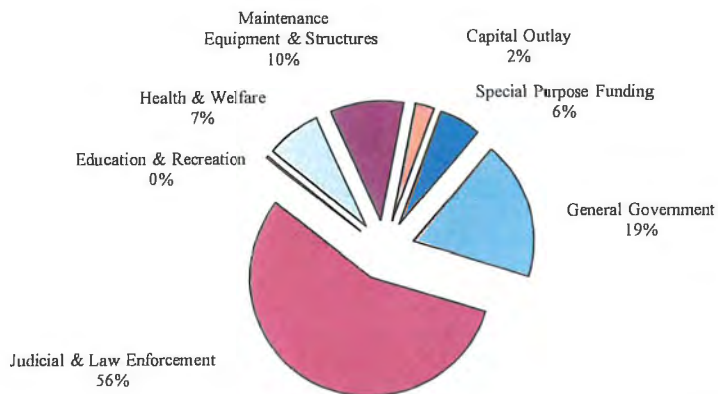
REVENUES	ACTUAL 2021-2022	ESTIMATED 2022-2023	APPROVED 2023-2024
Property Taxes	\$ 86,779,225	\$ 95,622,836	\$ 104,705,808
Sales Taxes	38,201,021	38,378,676	31,800,000
Fees	10,000,288	8,853,723	8,552,510
Licenses	455,206	468,104	409,800
Sales, Rentals & Services	2,057,072	2,800,325	2,688,800
Intergovernmental	1,537,245	1,422,614	1,442,000
Fines & Forfeitures	1,414,395	1,450,980	1,400,000
Interest	662,067	4,916,000	2,478,000
Miscellaneous	29,918	29,916	30,000
Contributions	215	60	100
Total	\$ 141,136,652	\$ 153,943,234	\$ 153,507,018

Approved 2023-2024

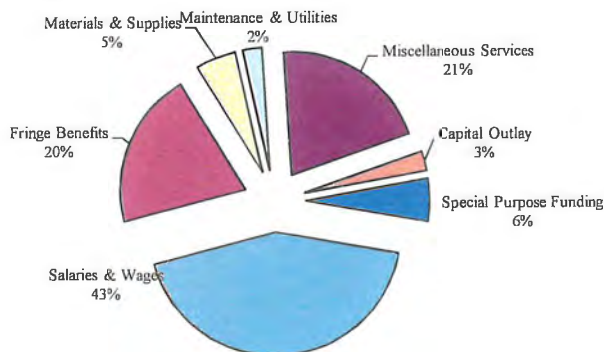


GENERAL FUND SUMMARY OF EXPENDITURES

<u>Department</u>	<u>APPROVED 2023-2024 BUDGET</u>	<u>% OF TOTAL</u>
General Government	\$ 31,981,457	18.66%
Judicial & Law Enforcement	95,655,046	55.82%
Education & Recreation	495,615	0.29%
Health & Welfare	12,540,610	7.32%
Maintenance - Equipment Structures	16,683,740	9.74%
Capital Outlay	4,338,797	2.53%
Special Purpose Funding	9,669,435	5.64%
Total	\$ 171,364,700	100.00%



<u>Category</u>	<u>APPROVED 2023-2024 BUDGET</u>	<u>% OF TOTAL</u>
Salaries & Wages	\$ 73,787,266	43.07%
Fringe Benefits	35,099,236	20.48%
Materials & Supplies	8,844,429	5.16%
Maintenance & Utilities	4,218,903	2.46%
Miscellaneous Services	35,406,634	20.66%
Capital Outlay	4,338,797	2.53%
Special Purpose Funding	9,669,435	5.64%
Total	\$ 171,364,700	100.00%



**GENERAL FUND
SUMMARY OF EXPENDITURES BY DIVISION**

<u>Department / Division</u>	<u>ACTUAL 2021-2022</u>	<u>ESTIMATED 2022-2023</u>	<u>APPROVED 2023-2024</u>
General Government			
Tax Assessor-Collector	\$ 4,000,319	\$ 4,320,938	\$ 4,841,597
Human Resources	479,015	448,121	547,137
County Auditor	1,646,116	1,679,113	1,961,550
County Clerk	2,090,370	2,259,208	2,715,659
County Judge	956,300	931,570	1,132,850
Risk Management	273,950	314,830	376,313
County Treasurer	426,476	453,238	473,200
Printing	137,587	148,605	169,513
Purchasing Agent	630,506	628,966	694,102
General Services	13,031,188	14,553,735	15,051,647
Management Information Systems	2,105,745	2,263,527	2,334,852
Voters Registration Department	155,656	144,162	226,800
Elections Department	900,781	744,097	1,077,497
Veterans Services	335,461	352,117	378,740
Total General Government	\$ 27,169,470	\$ 29,242,227	\$ 31,981,457
Judicial & Law Enforcement			
District Attorney	\$ 7,446,203	\$ 7,675,275	\$ 8,435,882
District Clerk	2,194,069	2,285,557	2,488,629
District Courts	5,384,865	5,762,825	6,056,991
Jury	414,282	443,011	620,291
Justice of the Peace	2,707,908	2,946,098	3,229,722
County Courts at Law	1,989,476	2,020,492	2,241,266
Court Master	461,184	665,388	592,556
Dispute Resolution Center	276,934	297,745	326,041
Community Supervision	7,779	14,390	17,420
Sheriff	15,028,574	16,134,487	17,468,096
Crime Laboratory	1,406,185	1,560,790	1,819,815
Jail	34,998,816	40,571,082	42,277,806
Juvenile Probation	1,345,006	1,595,384	1,921,977
Juvenile Detention Home	2,083,639	2,241,351	2,666,430
Constables	3,393,911	3,579,268	3,892,124
County Morgue	1,356,468	1,539,218	1,600,000
Total Judicial & Law Enforcement	\$ 80,495,299	\$ 89,332,361	\$ 95,655,046
Education & Recreation			
Agricultural Extension Service	\$ 360,473	\$ 403,660	\$ 495,615
Total Education & Recreation	\$ 360,473	\$ 403,660	\$ 495,615

GENERAL FUND
SUMMARY OF EXPENDITURES BY DIVISION

<u>Department / Division</u>	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
Health & Welfare			
Health & Welfare Unit 1	\$ 1,273,136	\$ 1,388,359	\$ 1,578,752
Health & Welfare Unit 2	1,156,501	1,282,267	1,439,609
Nurse Practitioner	350,773	375,935	421,107
Child Welfare	97,960	100,608	120,000
Environmental Control	350,457	433,056	498,369
Indigent Medical Service	4,855,322	5,001,152	5,185,244
Mosquito Control	1,868,373	2,364,632	2,753,964
Emergency Management	229,016	233,558	293,565
Tobacco Settlement	200,000	220,000	250,000
Total Health & Welfare	<u>\$ 10,381,538</u>	<u>\$ 11,399,567</u>	<u>\$ 12,540,610</u>
Maintenance - Equipment & Structures			
Courthouse & Annexes	\$ 2,534,681	\$ 2,813,885	\$ 3,091,856
Port Arthur Buildings	799,098	879,025	969,825
Mid-County Buildings	241,025	237,655	270,282
Road & Bridge Pct. #1	1,717,771	1,823,355	2,397,574
Road & Bridge Pct. #2	1,702,565	1,880,487	2,107,116
Road & Bridge Pct. #3	1,923,644	2,070,680	2,410,445
Road & Bridge Pct. #4	1,748,436	2,047,446	2,409,562
Engineering	840,606	913,016	1,080,260
Parks & Recreation	155,506	130,790	231,096
GIS	209,188	227,360	240,499
Service Center	1,506,614	1,518,031	1,475,225
Total Maintenance - Equipment & Structures	<u>\$ 13,379,134</u>	<u>\$ 14,541,730</u>	<u>\$ 16,683,740</u>
Capital Outlay	<u>\$ 3,240,589</u>	<u>\$ 1,965,753</u>	<u>\$ 4,338,797</u>
Special Purpose Funding			
Contingency Appropriation	\$ -	\$ -	\$ 900,000
Transfers Out	2,616,014	2,974,914	8,769,435
Total Special Purpose Funding	<u>\$ 2,616,014</u>	<u>\$ 2,974,914</u>	<u>\$ 9,669,435</u>
Total General Fund Expenditures	<u>\$ 137,642,517</u>	<u>\$ 149,860,212</u>	<u>\$ 171,364,700</u>

GENERAL GOVERNMENT

General Government includes the Tax Assessor-Collector, Human Resources, County Auditor, County Clerk, County Judge, Risk Management, County Treasurer, Printing, Purchasing Agent, General Services, Management Information Systems, Voters Registration Department, Elections Department, and Veterans Services.

Tax Assessor Collector – main duties are to assess and collect property taxes; to issue certificates of title and license plates for motor vehicles and trailers. Elected for a four-year term by the voters of the County.

Human Resources – main duties are to provide staff support services for personnel administration. The personnel administration function includes obtaining qualified applicants to fill various job vacancies, maintaining equitable and competitive compensation practices, providing consultation to all departments on personnel related issues, reviewing and/or resolving employee concerns, grievance and appeals, ensuring compliance with federal and state laws, and developing/interpreting policy.

County Auditor – main duties are to act as the chief financial officer of the County; responsible for substantially all County finance and accounting control functions. Such functions include auditing, accounting systems design, financial planning, financial relations, and payroll.

County Clerk – main duties are to serve as clerk for both Commissioners' Court and County Courts; responsible for filing, indexing, and recording all legal instruments affecting real property titles; recording security instruments, births and deaths, and issuing marriage licenses. Elected for a four-year term by the voters of the County.

County Judge – main duties are: presiding officer of the Commissioners' Court; judge of the Probate Court; handles hearings on admittance to state hospital for the mentally ill and mentally challenged; and is head of civil defense and disaster relief. Elected for a four-year term by the voters of the County.

Risk Management – provides staff support services for benefits and risk administration. The benefits function includes administering the health and dental plan for the County, workers' compensation program, safety program, and retirement program.

County Treasurer – duties include receiving all money collected by the County, investing County revenue, paying and applying County funds as directed by the Commissioners' Court, and signing all County checks. Elected for a four-year term by the voters of the County.

Printing – provides support in the printing of all stationery, court dockets, Comprehensive Annual Financial Report, and the Annual Budget of the County.

Purchasing Agent – responsible for the procurement of goods, materials, and services for all departments and offices of the County. The department recommends award of bids to Commissioners' Court and administers bids and various contracts. The Purchasing Agent is also in charge of reviewing all requisitions, making proper buying decisions and processing purchase orders for same.

General Services – provides accounting control for expenditures of the County that are not allocated to specific departments.

Management Information Systems (M.I.S.) – provides all County departments with computer based systems support. This includes analysis of manual and automated procedures and the feasibility of implementing data and word processing systems. M.I.S. is also the interface between departments and users in the operation of systems. The department is responsible for the ongoing evolution of Countywide data systems.

Voters Registration Department – provides accounting for expenditures associated with the Tax Assessor Collector's responsibility to issue voter registration applications and certificates; and to compile election poll lists.

Elections Department – provides accounting for expenditures associated with the County Clerk's duties to provide general supervisory authority over all elections held within the County.

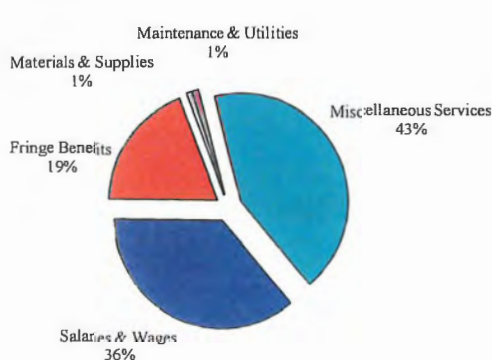
Veterans Services Office – develops and submits claims for benefits to the Department of Veterans Affairs for disability compensation, pension, death pension, medical benefits, burial benefits, insurance, education, home loans, records requests, and various benefits through other government agencies.

**GENERAL GOVERNMENT
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>DEPARTMENTS</u>			
Tax Assessor-Collector	\$ 4,000,319	\$ 4,320,938	\$ 4,841,597
Human Resources	479,015	448,121	547,137
County Auditor	1,646,116	1,679,113	1,961,550
County Clerk	2,090,370	2,259,208	2,715,659
County Judge	956,300	931,570	1,132,850
Risk Management	273,950	314,830	376,313
County Treasurer	426,476	453,238	473,200
Printing	137,587	148,605	169,513
Purchasing Agent	630,506	628,966	694,102
General Services	13,031,188	14,553,735	15,051,647
Management Information Systems	2,105,745	2,263,527	2,334,852
Voters Registration Department	155,656	144,162	226,800
Elections Department	900,781	744,097	1,077,497
Veterans Services	335,461	352,117	378,740
Total	\$ 27,169,470	\$ 29,242,227	\$ 31,981,457

APPROPRIATIONS CATEGORY

Salaries & Wages	\$ 11,613,226
Fringe Benefits	6,102,611
Materials & Supplies	257,001
Maintenance & Utilities	273,831
Miscellaneous Services	13,734,788
Total	\$ 31,981,457



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Tax Assessor-Collector	1	54	-	-	-	-	-	55
Human Resources	-	4	-	-	-	-	-	4
County Auditor	-	16	-	-	-	-	-	16
County Clerk	1	30	-	-	-	-	-	31
County Judge	1	6	-	-	-	-	1	8
Risk Management	-	3	-	-	-	-	-	3
County Treasurer	1	3	-	-	-	-	-	4
Printing	-	-	-	1	-	-	-	1
Purchasing Agent	-	6	-	-	-	-	-	6
General Services	4	-	-	-	-	-	-	4
Management Information Systems	-	19	-	-	-	-	-	19
Voters Registration Department	-	1	-	-	-	-	-	1
Elections Department	-	5	-	-	-	-	-	5
Veterans Services	-	2	-	-	-	2	-	4
Total	8	149	-	1	-	2	1	161

**GENERAL GOVERNMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>Tax Assessor-Collector</u>			
Salaries & Wages	\$ 2,507,968	\$ 2,702,017	\$ 3,024,752
Fringe Benefits	1,291,584	1,416,225	1,570,402
Materials & Supplies	44,382	44,899	45,100
Maintenance & Utilities	91,970	82,593	111,253
Miscellaneous Services	64,415	75,204	90,090
Total	<u>\$ 4,000,319</u>	<u>\$ 4,320,938</u>	<u>\$ 4,841,597</u>
<u>Human Resources</u>			
Salaries & Wages	\$ 300,011	\$ 275,805	\$ 346,611
Fringe Benefits	145,211	131,459	155,752
Materials & Supplies	3,128	4,361	3,224
Maintenance & Utilities	344	209	1,000
Miscellaneous Services	30,321	36,287	40,550
Total	<u>\$ 479,015</u>	<u>\$ 448,121</u>	<u>\$ 547,137</u>
<u>County Auditor</u>			
Salaries & Wages	\$ 1,084,339	\$ 1,109,928	\$ 1,284,674
Fringe Benefits	478,621	479,931	576,526
Materials & Supplies	7,074	8,657	10,700
Maintenance & Utilities	2,392	2,459	2,800
Miscellaneous Services	73,690	78,138	86,850
Total	<u>\$ 1,646,116</u>	<u>\$ 1,679,113</u>	<u>\$ 1,961,550</u>
<u>County Clerk</u>			
Salaries & Wages	\$ 1,359,315	\$ 1,484,625	\$ 1,747,760
Fringe Benefits	685,416	723,425	902,480
Materials & Supplies	12,255	10,936	17,095
Maintenance & Utilities	15,597	17,350	18,500
Miscellaneous Services	17,787	22,872	29,824
Total	<u>\$ 2,090,370</u>	<u>\$ 2,259,208</u>	<u>\$ 2,715,659</u>
<u>County Judge</u>			
Salaries & Wages	\$ 576,421	\$ 565,969	\$ 683,459
Fringe Benefits	291,034	282,296	364,770
Materials & Supplies	4,263	4,489	5,171
Maintenance & Utilities	763	456	1,150
Miscellaneous Services	83,819	78,360	78,300
Total	<u>\$ 956,300</u>	<u>\$ 931,570</u>	<u>\$ 1,132,850</u>
<u>Risk Management</u>			
Salaries & Wages	\$ 184,709	\$ 209,736	\$ 237,994
Fringe Benefits	81,148	94,836	104,438
Materials & Supplies	2,044	4,014	4,221
Maintenance & Utilities	1,307	1,641	2,500
Miscellaneous Services	4,742	4,603	27,160
Total	<u>\$ 273,950</u>	<u>\$ 314,830</u>	<u>\$ 376,313</u>

**GENERAL GOVERNMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>County Treasurer</u>			
Salaries & Wages	\$ 274,444	\$ 286,512	\$ 295,441
Fringe Benefits	137,070	146,424	157,001
Materials & Supplies	3,071	4,961	3,650
Maintenance & Utilities	6,984	7,976	10,000
Miscellaneous Services	4,907	7,365	7,108
Total	<u>\$ 426,476</u>	<u>\$ 453,238</u>	<u>\$ 473,200</u>
<u>Printing</u>			
Salaries & Wages	\$ 62,766	\$ 64,608	\$ 73,811
Fringe Benefits	33,706	35,208	38,702
Materials & Supplies	25,781	31,538	37,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	15,334	17,251	20,000
Total	<u>\$ 137,587</u>	<u>\$ 148,605</u>	<u>\$ 169,513</u>
<u>Purchasing Agent</u>			
Salaries & Wages	\$ 401,570	\$ 389,855	\$ 431,581
Fringe Benefits	191,729	197,078	220,226
Materials & Supplies	2,852	4,727	3,150
Maintenance & Utilities	1,199	1,850	1,600
Miscellaneous Services	33,156	35,456	37,545
Total	<u>\$ 630,506</u>	<u>\$ 628,966</u>	<u>\$ 694,102</u>
<u>General Services</u>			
Salaries & Wages	\$ 1,269,798	\$ 1,444,476	\$ 1,278,928
Fringe Benefits	939,678	989,968	971,444
Materials & Supplies	36,640	54,728	60,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	10,785,072	12,064,563	12,741,275
Total	<u>\$ 13,031,188</u>	<u>\$ 14,553,735</u>	<u>\$ 15,051,647</u>
<u>Management Information Systems</u>			
Salaries & Wages	\$ 1,373,986	\$ 1,504,158	\$ 1,533,339
Fringe Benefits	629,931	659,516	700,661
Materials & Supplies	24,543	27,196	30,440
Maintenance & Utilities	55,463	47,386	50,778
Miscellaneous Services	21,822	25,271	19,634
Total	<u>\$ 2,105,745</u>	<u>\$ 2,263,527</u>	<u>\$ 2,334,852</u>
<u>Voters Registration Department</u>			
Salaries & Wages	\$ 57,694	\$ 64,608	\$ 69,025
Fringe Benefits	32,248	35,172	37,363
Materials & Supplies	2,854	7,010	20,000
Maintenance & Utilities	22,301	17,000	55,000
Miscellaneous Services	40,559	20,372	45,412
Total	<u>\$ 155,656</u>	<u>\$ 144,162</u>	<u>\$ 226,800</u>

**GENERAL GOVERNMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>Elections Department</u>			
Salaries & Wages	\$ 295,932	\$ 334,524	\$ 377,828
Fringe Benefits	147,117	76,704	166,336
Materials & Supplies	7,469	9,737	13,000
Maintenance & Utilities	6,514	8,893	18,000
Miscellaneous Services	443,749	314,239	502,333
Total	<u>\$ 900,781</u>	<u>\$ 744,097</u>	<u>\$ 1,077,497</u>
<u>Veterans Services</u>			
Salaries & Wages	\$ 209,689	\$ 219,108	\$ 228,023
Fringe Benefits	118,323	125,508	136,510
Materials & Supplies	4,159	4,343	4,250
Maintenance & Utilities	1,216	1,084	1,250
Miscellaneous Services	2,074	2,074	8,707
Total	<u>\$ 335,461</u>	<u>\$ 352,117</u>	<u>\$ 378,740</u>

JUDICIAL & LAW ENFORCEMENT

Judicial & Law Enforcement includes District Attorney, District Clerk, District Courts, Jury, Justices of the Peace, County Courts at Law, Court Master, Dispute Resolution Center, Community Supervision, Sheriff, Crime Laboratory, Jail, Juvenile Correctional Probation, Juvenile Detention Home, Constables, and County Morgue.

District Attorney – responsible for the prosecution of felony and misdemeanor criminal cases in the County; serves as legal advisor to Commissioners' Court and other County officials. Elected for a four-year term by the voters of the County.

District Clerk – duties revolve around the District Courts; specifically serves as legal record keeper for all documents filed in District Courts. Elected for a four-year term by the voters of the County.

District Courts – serve as trial courts of general jurisdiction of Texas. The geographical area served by each court is established by the Legislature, but each County must be served by at least one District Court. District Courts have original jurisdiction in all felony criminal cases, divorce cases, cases involving title to land, election contest cases, civil matters in which the amount in controversy (the amount of money or damages involved) is \$200 or more, and any matters in which jurisdiction is not placed in another trial court. There are eight District Courts in Jefferson County: Criminal, 58th, 60th, 136th, 172nd, 252nd, 279th, and the 317th. Elected for a four-year term by the voters of the County.

Jury – department responsible for expenditures related to selection of the petit and grand juries seated in Jefferson County.

Justice of the Peace – presiding officer over the Justice and Small Claims Court; courts have original jurisdiction in Class C misdemeanor criminal cases, which are less serious minor offenses; courts have jurisdiction over minor civil matters; may issue search or arrest warrants; serve as the coroner in Jefferson County. There are seven Justice of the Peace Courts in Jefferson County. Justices of the Peace are elected for a four-year term by the voters of the County.

County Courts at Law – legal jurisdiction varies considerably and is established by statute, which creates the particular court. The jurisdiction of statutorily created County Courts at Law is concurrent with the jurisdiction of the County and District Courts in the County. There are three County Courts at Law in Jefferson County. Judges are elected for a four-year term by the voters of the County.

Court Master – is allocated all expenditures associated with the Drug Impact Court of Jefferson County.

Dispute Resolution Center – responsible for working with individuals, families, community groups, government agencies, and businesses to assist them in resolving conflict. Through the use of constructive means like mediation and facilitation, the Center has helped in thousands of matters to prevent the need for costly litigation, or escalation to the point of violence.

Sheriff's Office – diversified in its responsibilities by statute. The Sheriff provides security for the Courthouse. The Sheriff is responsible for prisoner transportation. Civil Warrants, Writs of Execution, Levies on and Posting of Property, and the sale of Real Property after foreclosure proceedings are functions which most people associate with the Office of the Sheriff. The Sheriff also oversees the following: The **Crime Lab** is allocated all expenditures associated with the examination of crime scene evidence in Jefferson County. The **Jail** is allocated all expenditures associated with the operation of the Jefferson County Correctional Facility. Elected for a four-year term by the voters of the County.

Community Supervision – represents maintenance and equipment expenditures mandated by the state to be provided to the Adult Probation Department.

Juvenile Probation and Juvenile Detention Home – represents all operating expenditures for the Jefferson County Juvenile Probation Department and Detention Facility.

Constables – are constitutionally authorized peace officers elected by precinct. While they may perform patrol functions and make criminal investigations, the main duty of most Constables is to serve as executive officer of the Justice of the Peace Courts. Constables serve subpoenas and other papers. Elected for a four-year term by the voters of the County.

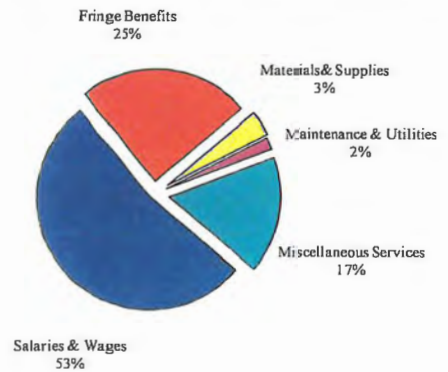
County Morgue – responsible for costs of laboratory and pathological services (autopsies) in Jefferson County.

**JUDICIAL & LAW ENFORCEMENT
DEPARTMENT SUMMARY**

	<u>ACTUAL 2021-2022</u>	<u>ESTIMATED 2022-2023</u>	<u>APPROVED 2023-2024</u>
<u>DEPARTMENTS</u>			
District Attorney	\$ 7,446,203	\$ 7,675,275	\$ 8,435,882
District Clerk	2,194,069	2,285,557	2,488,629
District Courts	5,384,865	5,762,825	6,056,991
Jury	414,282	443,011	620,291
Justice of the Peace	2,707,908	2,946,098	3,229,722
County Courts at Law	1,989,476	2,020,492	2,241,266
Court Master	461,184	665,388	592,556
Dispute Resolution Center	276,934	297,745	326,041
Juvenile Alternative School	-	-	-
Community Supervision	7,779	14,390	17,420
Sheriff	15,028,574	16,134,487	17,468,096
Crime Laboratory	1,406,185	1,560,790	1,819,815
Jail	34,998,816	40,571,082	42,277,806
Juvenile Probation	1,345,006	1,595,384	1,921,977
Juvenile Detention Home	2,083,639	2,241,351	2,666,430
Constables	3,393,911	3,579,268	3,892,124
County Morgue	1,356,468	1,539,218	1,600,000
Total	\$ 80,495,299	\$ 89,332,361	\$ 95,655,046

APPROPRIATIONS CATEGORY

Salaries & Wages	\$ 50,673,681
Fringe Benefits	23,645,300
Materials & Supplies	3,512,912
Maintenance & Utilities	1,629,450
Miscellaneous Services	16,193,703
Total	\$ 95,655,046



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Unclassified or Contract	TOTAL
District Attorney	1	24	-	-	-	-	36	61
District Clerk	1	27	-	-	-	-	-	28
District Courts	8	18	-	-	-	1	10	37
Jury	-	1	-	-	-	-	1	2
Justice of the Peace	7	21	-	-	-	-	-	28
County Courts at Law	3	9	-	-	-	-	3	15
Court Master	-	3	-	-	-	-	1	4
Dispute Resolution Center	-	-	-	-	-	3	-	3
Sheriff	1	19	12	-	-	-	104	136
Crime Laboratory	-	-	11	-	-	-	-	11
Jail	-	11	2	6	-	-	240	259
Juvenile Probation	-	2	-	-	-	15	-	17
Juvenile Detention Home	-	1	19	-	-	1	-	21
Constables	6	8	-	-	-	-	14	28
County Morgue	-	-	-	-	-	-	-	-
Total	27	144	44	6	-	20	409	650

**JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>District Attorney</u>			
Salaries & Wages	\$ 5,034,862	\$ 5,164,805	\$ 5,608,847
Fringe Benefits	2,222,375	2,297,694	2,539,128
Materials & Supplies	36,780	42,034	46,735
Maintenance & Utilities	8,648	9,080	12,000
Miscellaneous Services	143,538	161,662	229,172
Total	<u>\$ 7,446,203</u>	<u>\$ 7,675,275</u>	<u>\$ 8,435,882</u>
<u>District Clerk</u>			
Salaries & Wages	\$ 1,446,795	\$ 1,503,984	\$ 1,627,378
Fringe Benefits	702,436	723,420	797,931
Materials & Supplies	18,731	21,099	22,200
Maintenance & Utilities	18,297	18,656	18,725
Miscellaneous Services	7,810	18,398	22,395
Total	<u>\$ 2,194,069</u>	<u>\$ 2,285,557</u>	<u>\$ 2,488,629</u>
<u>Criminal District Court</u>			
Salaries & Wages	\$ 544,995	\$ 572,028	\$ 603,710
Fringe Benefits	252,549	269,748	290,461
Materials & Supplies	1,817	4,420	7,585
Maintenance & Utilities	163	228	1,200
Miscellaneous Services	783,709	964,532	971,445
Total	<u>\$ 1,583,233</u>	<u>\$ 1,810,956</u>	<u>\$ 1,874,401</u>
<u>58th District Court</u>			
Salaries & Wages	\$ 219,494	\$ 231,444	\$ 244,414
Fringe Benefits	89,049	94,152	108,742
Materials & Supplies	4,348	1,243	2,000
Maintenance & Utilities	118	62	150
Miscellaneous Services	4,800	4,498	7,375
Total	<u>\$ 317,809</u>	<u>\$ 331,399</u>	<u>\$ 362,681</u>
<u>60th District Court</u>			
Salaries & Wages	\$ 225,244	\$ 237,384	\$ 244,188
Fringe Benefits	105,212	111,252	124,918
Materials & Supplies	1,697	1,349	2,250
Maintenance & Utilities	283	398	500
Miscellaneous Services	3,367	2,569	7,450
Total	<u>\$ 335,803</u>	<u>\$ 352,952</u>	<u>\$ 379,306</u>
<u>136th District Court</u>			
Salaries & Wages	\$ 223,958	\$ 236,136	\$ 243,062
Fringe Benefits	108,081	114,300	128,333
Materials & Supplies	1,326	687	1,500
Maintenance & Utilities	119	146	300
Miscellaneous Services	3,649	3,862	7,800
Total	<u>\$ 337,133</u>	<u>\$ 355,131</u>	<u>\$ 380,995</u>

**JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>172nd District Court</u>			
Salaries & Wages	\$ 222,254	\$ 237,564	\$ 244,263
Fringe Benefits	94,791	105,780	108,699
Materials & Supplies	4,740	1,836	1,500
Maintenance & Utilities	36	11	300
Miscellaneous Services	4,393	3,978	6,620
Total	<u>\$ 326,214</u>	<u>\$ 349,169</u>	<u>\$ 361,382</u>
<u>252nd District Court</u>			
Salaries & Wages	\$ 232,343	\$ 244,932	\$ 258,503
Fringe Benefits	113,905	120,420	126,260
Materials & Supplies	3,484	5,672	8,576
Maintenance & Utilities	1,536	702	1,800
Miscellaneous Services	818,054	980,533	994,687
Total	<u>\$ 1,169,322</u>	<u>\$ 1,352,259</u>	<u>\$ 1,389,826</u>
<u>279th District Court</u>			
Salaries & Wages	\$ 177,833	\$ 291,144	\$ 302,369
Fringe Benefits	89,116	122,667	135,032
Materials & Supplies	1,606	1,502	2,750
Maintenance & Utilities	118	55	250
Miscellaneous Services	260,738	267,474	257,950
Total	<u>\$ 529,411</u>	<u>\$ 682,842</u>	<u>\$ 698,351</u>
<u>317th District Court</u>			
Salaries & Wages	\$ 450,029	\$ 237,864	\$ 258,352
Fringe Benefits	179,595	112,680	128,922
Materials & Supplies	696	2,372	5,150
Maintenance & Utilities	26	60	650
Miscellaneous Services	155,594	175,141	216,975
Total	<u>\$ 785,940</u>	<u>\$ 528,117</u>	<u>\$ 610,049</u>
<u>Jury</u>			
Salaries & Wages	\$ 154,362	\$ 164,208	\$ 169,513
Fringe Benefits	70,588	75,048	77,778
Materials & Supplies	11,800	15,771	20,500
Maintenance & Utilities	-	-	-
Miscellaneous Services	177,532	187,984	352,500
Total	<u>\$ 414,282</u>	<u>\$ 443,011</u>	<u>\$ 620,291</u>
<u>J.P. Precinct No. 1 - Place No. 1</u>			
Salaries & Wages	\$ 251,465	\$ 277,200	\$ 298,450
Fringe Benefits	134,368	139,807	146,965
Materials & Supplies	3,225	3,192	4,325
Maintenance & Utilities	1,536	1,651	2,500
Miscellaneous Services	7,311	7,010	6,691
Total	<u>\$ 397,905</u>	<u>\$ 428,860</u>	<u>\$ 458,931</u>

**JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>J.P. Precinct No. 1 - Place No. 2</u>			
Salaries & Wages	\$ 276,309	\$ 293,256	\$ 300,703
Fringe Benefits	150,910	159,960	165,011
Materials & Supplies	1,796	2,972	3,100
Maintenance & Utilities	1,102	1,544	2,400
Miscellaneous Services	6,514	7,266	5,338
Total	<u>\$ 436,631</u>	<u>\$ 464,998</u>	<u>\$ 476,552</u>
<u>J.P. Precinct No. 2</u>			
Salaries & Wages	\$ 202,431	\$ 238,296	\$ 275,405
Fringe Benefits	94,799	115,608	137,902
Materials & Supplies	1,818	2,553	5,350
Maintenance & Utilities	1,712	1,742	2,000
Miscellaneous Services	1,637	2,426	6,000
Total	<u>\$ 302,397</u>	<u>\$ 360,625</u>	<u>\$ 426,657</u>
<u>J.P. Precinct No. 4</u>			
Salaries & Wages	\$ 261,062	\$ 281,916	\$ 302,893
Fringe Benefits	134,430	158,472	163,564
Materials & Supplies	2,287	3,450	2,800
Maintenance & Utilities	2,373	2,637	3,760
Miscellaneous Services	3,480	6,336	5,681
Total	<u>\$ 403,632</u>	<u>\$ 452,811</u>	<u>\$ 478,698</u>
<u>J.P. Precinct No. 6</u>			
Salaries & Wages	\$ 260,527	\$ 277,536	\$ 296,681
Fringe Benefits	125,346	133,020	154,360
Materials & Supplies	4,277	3,969	4,500
Maintenance & Utilities	1,750	2,213	3,100
Miscellaneous Services	3,830	4,108	5,695
Total	<u>\$ 395,730</u>	<u>\$ 420,846</u>	<u>\$ 464,336</u>
<u>J.P. Precinct No. 7</u>			
Salaries & Wages	\$ 260,657	\$ 283,332	\$ 302,794
Fringe Benefits	125,909	135,012	148,203
Materials & Supplies	1,328	2,006	4,600
Maintenance & Utilities	3,194	3,776	5,500
Miscellaneous Services	1,456	1,387	4,090
Total	<u>\$ 392,544</u>	<u>\$ 425,513</u>	<u>\$ 465,187</u>
<u>J.P. Precinct No. 8</u>			
Salaries & Wages	\$ 251,576	\$ 261,876	\$ 302,809
Fringe Benefits	115,138	120,411	141,876
Materials & Supplies	5,445	4,500	6,515
Maintenance & Utilities	2,923	2,899	1,500
Miscellaneous Services	3,987	2,759	6,661
Total	<u>\$ 379,069</u>	<u>\$ 392,445</u>	<u>\$ 459,361</u>

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>County Court at Law #1</u>			
Salaries & Wages	\$ 368,190	\$ 392,184	\$ 405,564
Fringe Benefits	153,794	163,860	172,378
Materials & Supplies	1,825	1,573	2,000
Maintenance & Utilities	359	369	500
Miscellaneous Services	6,507	6,394	7,875
Total	<u>\$ 530,675</u>	<u>\$ 564,380</u>	<u>\$ 588,317</u>
<u>County Court at Law #2</u>			
Salaries & Wages	\$ 340,008	\$ 370,599	\$ 438,949
Fringe Benefits	125,475	140,710	175,069
Materials & Supplies	2,997	2,749	3,750
Maintenance & Utilities	512	444	750
Miscellaneous Services	129,922	121,123	112,960
Total	<u>\$ 598,914</u>	<u>\$ 635,625</u>	<u>\$ 731,478</u>
<u>County Court at Law #3</u>			
Salaries & Wages	\$ 513,430	\$ 497,982	\$ 563,399
Fringe Benefits	227,441	215,089	251,108
Materials & Supplies	1,667	4,737	3,250
Maintenance & Utilities	420	306	750
Miscellaneous Services	116,929	102,373	102,964
Total	<u>\$ 859,887</u>	<u>\$ 820,487</u>	<u>\$ 921,471</u>
<u>Court Master</u>			
Salaries & Wages	\$ 247,100	\$ 376,596	\$ 289,018
Fringe Benefits	128,355	178,323	141,358
Materials & Supplies	1,107	2,164	3,750
Maintenance & Utilities	37	23	250
Miscellaneous Services	84,585	108,282	158,180
Total	<u>\$ 461,184</u>	<u>\$ 665,388</u>	<u>\$ 592,556</u>
<u>Dispute Resolution Center</u>			
Salaries & Wages	\$ 173,629	\$ 193,140	\$ 208,116
Fringe Benefits	82,093	83,064	95,989
Materials & Supplies	2,970	1,070	1,185
Maintenance & Utilities	229	203	500
Miscellaneous Services	18,013	20,268	20,251
Total	<u>\$ 276,934</u>	<u>\$ 297,745</u>	<u>\$ 326,041</u>

**JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>Community Supervision</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	1,539	8,150	10,180
Maintenance & Utilities	-	-	1,000
Miscellaneous Services	6,240	6,240	6,240
Total	<u>\$ 7,779</u>	<u>\$ 14,390</u>	<u>\$ 17,420</u>
<u>Sheriff</u>			
Salaries & Wages	\$ 9,950,976	\$ 10,665,868	\$ 11,408,143
Fringe Benefits	4,513,060	4,846,117	5,308,913
Materials & Supplies	176,159	189,956	221,184
Maintenance & Utilities	92,986	85,003	123,800
Miscellaneous Services	295,393	347,543	406,056
Total	<u>\$ 15,028,574</u>	<u>\$ 16,134,487</u>	<u>\$ 17,468,096</u>
<u>Crime Laboratory</u>			
Salaries & Wages	\$ 872,620	\$ 963,624	\$ 1,113,950
Fringe Benefits	363,534	410,316	466,805
Materials & Supplies	53,197	65,038	82,600
Maintenance & Utilities	7,966	8,178	10,000
Miscellaneous Services	108,868	113,634	146,460
Total	<u>\$ 1,406,185</u>	<u>\$ 1,560,790</u>	<u>\$ 1,819,815</u>
<u>Jail</u>			
Salaries & Wages	\$ 17,650,308	\$ 19,129,547	\$ 19,069,276
Fringe Benefits	7,474,567	8,109,308	8,874,926
Materials & Supplies	1,807,940	2,290,072	2,835,289
Maintenance & Utilities	1,283,788	1,269,216	1,239,298
Miscellaneous Services	6,782,213	9,772,939	10,259,017
Total	<u>\$ 34,998,816</u>	<u>\$ 40,571,082</u>	<u>\$ 42,277,806</u>
<u>Juvenile Probation</u>			
Salaries & Wages	\$ 831,475	\$ 1,006,404	\$ 1,212,524
Fringe Benefits	463,246	523,647	602,191
Materials & Supplies	3,529	6,438	10,414
Maintenance & Utilities	2,221	2,425	4,267
Miscellaneous Services	44,535	56,470	92,581
Total	<u>\$ 1,345,006</u>	<u>\$ 1,595,384</u>	<u>\$ 1,921,977</u>
<u>Juvenile Detention Home</u>			
Salaries & Wages	\$ 1,130,400	\$ 1,218,964	\$ 1,517,857
Fringe Benefits	586,974	592,388	735,518
Materials & Supplies	111,851	116,941	119,839
Maintenance & Utilities	163,049	217,306	181,400
Miscellaneous Services	91,365	95,752	111,816
Total	<u>\$ 2,083,639</u>	<u>\$ 2,241,351</u>	<u>\$ 2,666,430</u>

**JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>Constable Precinct No. 1</u>			
Salaries & Wages	\$ 524,445	\$ 513,156	\$ 571,622
Fringe Benefits	245,494	250,572	273,383
Materials & Supplies	13,090	25,466	21,515
Maintenance & Utilities	2,602	2,455	3,000
Miscellaneous Services	11,481	11,957	14,940
Total	<u>\$ 797,112</u>	<u>\$ 803,606</u>	<u>\$ 884,460</u>
<u>Constable Precinct No. 2</u>			
Salaries & Wages	\$ 326,258	\$ 342,432	\$ 377,576
Fringe Benefits	139,306	152,616	176,722
Materials & Supplies	8,858	11,262	7,200
Maintenance & Utilities	500	522	650
Miscellaneous Services	6,956	5,648	5,750
Total	<u>\$ 481,878</u>	<u>\$ 512,480</u>	<u>\$ 567,898</u>
<u>Constable Precinct No. 4</u>			
Salaries & Wages	\$ 339,325	\$ 356,580	\$ 375,416
Fringe Benefits	146,570	154,584	172,400
Materials & Supplies	6,795	3,656	7,050
Maintenance & Utilities	516	581	1,100
Miscellaneous Services	7,279	7,125	8,446
Total	<u>\$ 500,485</u>	<u>\$ 522,526</u>	<u>\$ 564,412</u>
<u>Constable Precinct No. 6</u>			
Salaries & Wages	\$ 385,892	\$ 449,892	\$ 463,579
Fringe Benefits	168,166	182,643	203,429
Materials & Supplies	4,782	4,423	16,577
Maintenance & Utilities	800	953	2,250
Miscellaneous Services	11,547	9,688	11,803
Total	<u>\$ 571,187</u>	<u>\$ 647,599</u>	<u>\$ 697,638</u>
<u>Constable Precinct No. 7</u>			
Salaries & Wages	\$ 360,274	\$ 360,804	\$ 389,611
Fringe Benefits	165,116	175,908	188,063
Materials & Supplies	2,418	2,389	4,200
Maintenance & Utilities	919	977	1,300
Miscellaneous Services	3,795	3,618	6,169
Total	<u>\$ 532,522</u>	<u>\$ 543,696</u>	<u>\$ 589,343</u>
<u>Constable Precinct No. 8</u>			
Salaries & Wages	\$ 342,625	\$ 361,584	\$ 384,747
Fringe Benefits	151,889	172,020	182,963
Materials & Supplies	11,263	9,068	10,993
Maintenance & Utilities	1,927	1,927	2,000
Miscellaneous Services	3,023	4,762	7,670
Total	<u>\$ 510,727</u>	<u>\$ 549,361</u>	<u>\$ 588,373</u>

**JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>County Morgue</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	<u>1,356,468</u>	<u>1,539,218</u>	<u>1,600,000</u>
Total	<u>\$ 1,356,468</u>	<u>\$ 1,539,218</u>	<u>\$ 1,600,000</u>

EDUCATION & RECREATION

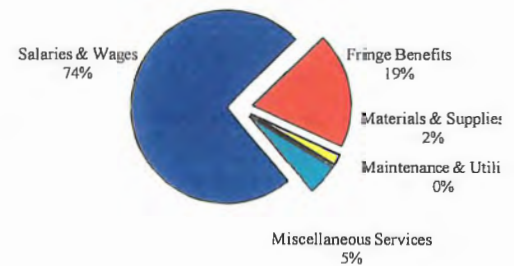
Education and Recreation includes the Agricultural Extension Service of the County.

Agricultural Extension Service – County shares cost with Texas A&M University System to provide expert advice, assistance and training for a wide range of subjects under the four areas of family and consumer sciences, urban development, agriculture and natural resources, and 4-H and youth. Some of the subjects are horticulture, nutrition, health and wellness, agriculture awareness, pesticide management, parenting, money management, tourism, sustainable agriculture, youth development, waste management, preservation of nature, and water quality.

**EDUCATION & RECREATION
DEPARTMENT SUMMARY**

	<u>ACTUAL 2021-2022</u>	<u>ESTIMATED 2022-2023</u>	<u>APPROVED 2023-2024</u>
<u>DEPARTMENTS</u>			
Agricultural Extension Service	\$ 360,473	\$ 403,660	\$ 495,615
Total	\$ 360,473	\$ 403,660	\$ 495,615

	<u>APPROVED 2023-2024</u>
<u>APPROPRIATIONS CATEGORY</u>	
Salaries & Wages	\$ 365,323
Fringe Benefits	95,824
Materials & Supplies	8,525
Maintenance & Utilities	500
Miscellaneous Services	25,443
Total	\$ 495,615



PERSONNEL SUMMARY

	Clerical, Administrative & Fiscal						Other Un-Classified or Contract		TOTAL
	Elected Official		Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services			
Agricultural Extension Service	-	3	-	-	-	-	5	8	
Total	-	3	-	-	-	-	5	8	

**EDUCATION & RECREATION
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>Agriculture Extension Service</u>			
Salaries & Wages	\$ 275,469	\$ 304,284	\$ 365,323
Fringe Benefits	65,256	74,272	95,824
Materials & Supplies	6,431	8,720	8,525
Maintenance & Utilities	215	141	500
Miscellaneous Services	13,102	16,243	25,443
Total	<u>\$ 360,473</u>	<u>\$ 403,660</u>	<u>\$ 495,615</u>

HEALTH & WELFARE

Health & Welfare includes Health & Welfare Units 1 and 2, Nurse Practitioner, Child Welfare, Environmental Control, Indigent Medical Service, Mosquito Control, Emergency Management, and Tobacco Settlement.

Health & Welfare Units 1 & 2 – responsible for the public health of all County citizens within the framework of County government. Provides medical care, mental health, and protective services for indigent care individuals and families. Cooperates with other community health providers, concerned citizens, and committed volunteers who help achieve its mission. Unit 1 is located in Beaumont, and Unit 2 is located in Port Arthur.

Nurse Practitioner – responsible for the County’s in-house employee health care program. The Nurse Practitioner’s primary function is preventive health care for all Jefferson County employees. This includes diagnosis and treatment of employees and their dependents.

Child Welfare – represents allocated expenditures that are associated with the County’s support of the child protective services of the State of Texas.

Environmental Control – responsible for an integrated management program with elements designed to safeguard the quality of water supplies, to protect the groundwater resource from non-potable elements and contaminants, minimizing the impact of need residential, commercial and industrial development, and to promote water conservation. Environmental Control also identifies the best means of sewage collection, treatment and disposal; oversees new construction; issues State-mandated permits for industrial waste, sewage treatment plants and large-volume sewage discharges, and inspects and enforces permit conditions.

Indigent Medical Service – represents the expenditures incurred for outside medical and prescription service associated with the indigent population of Jefferson County.

Mosquito Control – represents expenditures associated with the control of mosquitoes in the County. By significantly reducing the mosquito population, the event of epidemic disease from occurring is reduced.

Emergency Management – responsible for the support systems and other statutory functions to help individuals and the community prepare for disasters regardless of the cause.

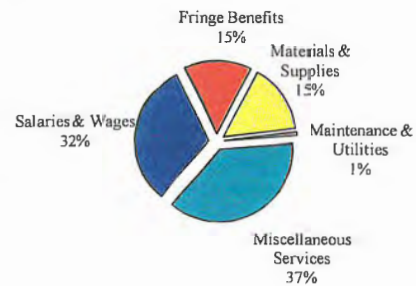
Tobacco Settlement – represents expenditures for special indigent health related services using tobacco settlement proceeds.

**HEALTH & WELFARE
DEPARTMENT SUMMARY**

	<u>ACTUAL 2021-2022</u>	<u>ESTIMATED 2022-2023</u>	<u>APPROVED 2023-2024</u>
<u>DEPARTMENTS</u>			
Health & Welfare Unit 1	\$ 1,273,136	\$ 1,388,359	\$ 1,578,752
Health & Welfare Unit 2	1,156,501	1,282,267	1,439,609
Nurse Practitioner	350,773	375,935	421,107
Child Welfare	97,960	100,608	120,000
Environmental Control	350,457	433,056	498,369
Indigent Medical Service	4,855,322	5,001,152	5,185,244
Mosquito Control	1,868,373	2,364,632	2,753,964
Emergency Management	229,016	233,558	293,565
Tobacco Settlement	200,000	220,000	250,000
Total	\$ 10,381,538	\$ 11,399,567	\$ 12,540,610

APPROPRIATIONS CATEGORY **APPROVED
2023-2024**

Salaries & Wages	\$ 3,967,233
Fringe Benefits	1,864,809
Materials & Supplies	1,940,225
Maintenance & Utilities	92,000
Miscellaneous Services	4,676,343
Total	\$ 12,540,610



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Health & Welfare Unit 1	-	4	-	1	4	4	-	13
Health & Welfare Unit 2	-	4	-	1	3	4	-	12
Nurse Practitioner	-	1	-	-	2	-	-	3
Environmental Control	-	2	-	-	3	-	-	5
Indigent Medical Services	-	-	-	1	3	-	-	4
Mosquito Control	-	1	-	13	-	-	-	14
Emergency Management	-	-	1	-	-	-	1	2
Tobacco Settlement	-	-	-	-	-	-	-	-
Total	-	12	1	16	15	8	1	53

**HEALTH & WELFARE
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>Health & Welfare Unit 1</u>			
Salaries & Wages	\$ 652,993	\$ 729,096	\$ 844,893
Fringe Benefits	296,244	346,841	395,267
Materials & Supplies	18,999	20,018	21,100
Maintenance & Utilities	3,904	3,580	4,800
Miscellaneous Services	300,996	288,824	312,692
Total	<u>\$ 1,273,136</u>	<u>\$ 1,388,359</u>	<u>\$ 1,578,752</u>
<u>Health & Welfare Unit 2</u>			
Salaries & Wages	\$ 634,748	\$ 695,244	\$ 786,445
Fringe Benefits	309,596	362,397	405,886
Materials & Supplies	13,459	16,011	17,600
Maintenance & Utilities	5,303	4,742	5,250
Miscellaneous Services	193,395	203,873	224,428
Total	<u>\$ 1,156,501</u>	<u>\$ 1,282,267</u>	<u>\$ 1,439,609</u>
<u>Nurse Practitioner</u>			
Salaries & Wages	\$ 221,284	\$ 233,520	\$ 256,265
Fringe Benefits	94,887	100,332	114,721
Materials & Supplies	17,196	22,849	29,362
Maintenance & Utilities	-	-	-
Miscellaneous Services	17,406	19,234	20,759
Total	<u>\$ 350,773</u>	<u>\$ 375,935</u>	<u>\$ 421,107</u>
<u>Child Welfare</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	97,960	100,608	120,000
Total	<u>\$ 97,960</u>	<u>\$ 100,608</u>	<u>\$ 120,000</u>
<u>Environmental Control</u>			
Salaries & Wages	\$ 229,818	\$ 282,444	\$ 320,499
Fringe Benefits	110,639	140,892	161,257
Materials & Supplies	2,458	1,197	2,350
Maintenance & Utilities	1,850	1,932	2,200
Miscellaneous Services	5,692	6,591	12,063
Total	<u>\$ 350,457</u>	<u>\$ 433,056</u>	<u>\$ 498,369</u>
<u>Indigent Medical Service</u>			
Salaries & Wages	\$ 350,475	\$ 371,700	\$ 443,431
Fringe Benefits	135,678	151,152	174,994
Materials & Supplies	681,959	791,770	862,463
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,687,210	3,686,530	3,704,356
Total	<u>\$ 4,855,322</u>	<u>\$ 5,001,152</u>	<u>\$ 5,185,244</u>

**HEALTH & WELFARE
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>Mosquito Control</u>			
Salaries & Wages	\$ 808,218	\$ 875,634	\$ 1,113,267
Fringe Benefits	388,392	427,958	523,302
Materials & Supplies	601,470	968,962	1,006,800
Maintenance & Utilities	39,292	62,991	79,500
Miscellaneous Services	31,001	29,087	31,095
Total	<u>\$ 1,868,373</u>	<u>\$ 2,364,632</u>	<u>\$ 2,753,964</u>
<u>Emergency Management</u>			
Salaries & Wages	\$ 177,024	\$ 174,288	\$ 202,433
Fringe Benefits	51,992	59,163	89,382
Materials & Supplies	-	74	550
Maintenance & Utilities	-	33	250
Miscellaneous Services	-	-	950
Total	<u>\$ 229,016</u>	<u>\$ 233,558</u>	<u>\$ 293,565</u>
<u>Tobacco Settlement</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	200,000	220,000	250,000
Total	<u>\$ 200,000</u>	<u>\$ 220,000</u>	<u>\$ 250,000</u>

MAINTENANCE – EQUIPMENT & STRUCTURES

Maintenance – Equipment & Structures includes Courthouse & Annexes, Port Arthur Buildings, Mid-County Buildings, Road & Bridge Precincts, Engineering, Parks & Recreation, GIS, and Service Center.

Courthouse & Annexes, Port Arthur Buildings, and Mid-County Buildings – responsible for building services of Jefferson County. These departments direct activities associated with building maintenance and communications. Building Maintenance is responsible for structural maintenance and repair of the County’s buildings, including electrical, heating, air conditioning, roofing, and mechanical systems. Communications includes the maintenance of the County’s internal telephone system.

Road & Bridge Precincts – represents the expenditures associated with the maintenance of the County roads. There are four Road and Bridge Precincts, which are governed by the elected Commissioner of each precinct. Each Commissioner is elected to a four-year term by the voters of each precinct, and serves with the County Judge to make up the Commissioners’ Court.

Engineering – responsible for the acquisition of land and the design and construction of capital improvement projects involving roadways, bridges, drainage systems, and buildings. Engineering updates and maintains the various maps and files of County owned properties and ROW, and manages inter-local agreements for engineering and construction projects. This department provides survey work for the County.

Parks and Recreation – represents expenditures associated with maintenance of the County parks, boat ramps, and beach cleaning.

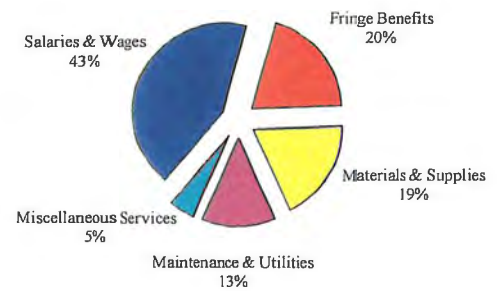
GIS – represents expenditures associated with data collection using geographic information system technology in an effort to provide more efficient processes.

Service Center – represents expenditures associated with maintenance of all County owned vehicles.

**MAINTENANCE - EQUIPMENT & STRUCTURES
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>DEPARTMENTS</u>			
Courthouse & Annexes	\$ 2,534,681	\$ 2,813,885	\$ 3,091,856
Port Arthur Buildings	799,098	879,025	969,825
Mid-County Buildings	241,025	237,655	270,282
Road & Bridge Pct. #1	1,717,771	1,823,355	2,397,574
Road & Bridge Pct. #2	1,702,565	1,880,487	2,107,116
Road & Bridge Pct. #3	1,923,644	2,070,680	2,410,445
Road & Bridge Pct. #4	1,748,436	2,047,446	2,409,562
Engineering	840,606	913,016	1,080,260
Parks & Recreation	155,506	130,790	231,096
GIS	209,188	227,360	240,499
Service Center	1,506,614	1,518,031	1,475,225
Total	\$ 13,379,134	\$ 14,541,730	\$ 16,683,740

	<u>APPROVED</u> <u>2023-2024</u>
<u>APPROPRIATIONS CATEGORY</u>	
Salaries & Wages	\$ 7,167,803
Fringe Benefits	3,390,692
Materials & Supplies	3,125,766
Maintenance & Utilities	2,223,122
Miscellaneous Services	776,357
Total	\$ 16,683,740



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Courthouse & Annexes	-	2	-	12	-	-	-	14
Port Arthur Buildings	-	1	-	6	-	-	-	7
Mid-County Buildings	-	-	-	1	-	-	-	1
Road & Bridge Pct. #1	1	1	-	11	-	-	-	13
Road & Bridge Pct. #2	1	1	-	14	-	-	-	16
Road & Bridge Pct. #3	1	1	-	14	-	-	-	16
Road & Bridge Pct. #4	1	2	-	14	-	-	1	18
Engineering	-	1	-	7	-	-	-	8
Parks & Recreation	-	-	-	-	-	-	-	-
GIS	-	-	-	2	-	-	-	2
Service Center	-	-	-	4	-	-	-	4
Total	4	9	-	85	-	-	1	99

MAINTENANCE - EQUIPMENT & STRUCTURES
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>Courthouse & Annexes</u>			
Salaries & Wages	\$ 667,303	\$ 729,128	\$ 877,706
Fringe Benefits	348,136	379,054	440,229
Materials & Supplies	84,229	94,173	96,879
Maintenance & Utilities	1,053,012	1,210,064	1,274,677
Miscellaneous Services	382,001	401,466	402,365
Total	<u>\$ 2,534,681</u>	<u>\$ 2,813,885</u>	<u>\$ 3,091,856</u>
<u>Port Arthur Buildings</u>			
Salaries & Wages	\$ 347,218	\$ 384,084	\$ 437,209
Fringe Benefits	150,755	183,240	201,997
Materials & Supplies	20,830	19,559	26,554
Maintenance & Utilities	165,825	177,116	185,565
Miscellaneous Services	114,470	115,026	118,500
Total	<u>\$ 799,098</u>	<u>\$ 879,025</u>	<u>\$ 969,825</u>
<u>Mid-County Buildings</u>			
Salaries & Wages	\$ 82,369	\$ 76,332	\$ 98,787
Fringe Benefits	35,426	32,352	38,956
Materials & Supplies	2,921	3,095	3,900
Maintenance & Utilities	62,962	68,104	71,500
Miscellaneous Services	57,347	57,772	57,139
Total	<u>\$ 241,025</u>	<u>\$ 237,655</u>	<u>\$ 270,282</u>
<u>Road & Bridge Pct. #1</u>			
Salaries & Wages	\$ 822,288	\$ 847,440	\$ 978,730
Fringe Benefits	386,231	386,993	454,907
Materials & Supplies	379,167	499,279	861,192
Maintenance & Utilities	73,173	73,515	83,780
Miscellaneous Services	56,912	16,128	18,965
Total	<u>\$ 1,717,771</u>	<u>\$ 1,823,355</u>	<u>\$ 2,397,574</u>
<u>Road & Bridge Pct. #2</u>			
Salaries & Wages	\$ 965,152	\$ 1,040,748	\$ 1,142,920
Fringe Benefits	451,858	497,436	557,181
Materials & Supplies	221,346	262,488	307,455
Maintenance & Utilities	55,407	62,907	80,240
Miscellaneous Services	8,802	16,908	19,320
Total	<u>\$ 1,702,565</u>	<u>\$ 1,880,487</u>	<u>\$ 2,107,116</u>
<u>Road & Bridge Pct. #3</u>			
Salaries & Wages	\$ 997,834	\$ 1,018,572	\$ 1,137,537
Fringe Benefits	490,729	497,475	549,709
Materials & Supplies	333,456	451,845	584,299
Maintenance & Utilities	90,932	89,668	112,400
Miscellaneous Services	10,693	13,120	26,500
Total	<u>\$ 1,923,644</u>	<u>\$ 2,070,680</u>	<u>\$ 2,410,445</u>

MAINTENANCE - EQUIPMENT & STRUCTURES
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>Road & Bridge Pct. #4</u>			
Salaries & Wages	\$ 993,854	\$ 1,049,036	\$ 1,292,903
Fringe Benefits	467,821	479,462	585,421
Materials & Supplies	108,498	320,624	378,700
Maintenance & Utilities	145,139	146,372	82,510
Miscellaneous Services	33,124	51,952	70,028
Total	<u>\$ 1,748,436</u>	<u>\$ 2,047,446</u>	<u>\$ 2,409,562</u>
<u>Engineering</u>			
Salaries & Wages	\$ 558,557	\$ 604,187	\$ 706,416
Fringe Benefits	257,098	283,224	328,951
Materials & Supplies	12,974	13,988	25,699
Maintenance & Utilities	204	683	1,100
Miscellaneous Services	11,773	10,934	18,094
Total	<u>\$ 840,606</u>	<u>\$ 913,016</u>	<u>\$ 1,080,260</u>
<u>Parks & Recreation</u>			
Salaries & Wages	\$ 40,447	\$ 6,048	\$ 48,614
Fringe Benefits	11,278	1,692	13,699
Materials & Supplies	34,853	45,462	86,038
Maintenance & Utilities	47,196	52,493	52,970
Miscellaneous Services	21,732	25,095	29,775
Total	<u>\$ 155,506</u>	<u>\$ 130,790</u>	<u>\$ 231,096</u>
<u>GIS</u>			
Salaries & Wages	\$ 135,952	\$ 149,208	\$ 158,411
Fringe Benefits	52,091	67,844	71,038
Materials & Supplies	18,611	6,468	7,050
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,534	3,840	4,000
Total	<u>\$ 209,188</u>	<u>\$ 227,360</u>	<u>\$ 240,499</u>
<u>Service Center</u>			
Salaries & Wages	\$ 266,000	\$ 277,872	\$ 288,570
Fringe Benefits	134,423	142,596	148,604
Materials & Supplies	859,808	852,889	748,000
Maintenance & Utilities	238,350	235,319	278,380
Miscellaneous Services	8,033	9,355	11,671
Total	<u>\$ 1,506,614</u>	<u>\$ 1,518,031</u>	<u>\$ 1,475,225</u>

CAPITAL OUTLAY

Capital Outlay is the detail of all capital equipment purchases approved by Commissioners' Court for the fiscal year. All capital equipment purchases not listed require a budget amendment approved by the Court.

**CAPITAL OUTLAY
DEPARTMENT SUMMARY**

<u>DEPARTMENTS</u>	<u>ACTUAL 2021-2022</u>	<u>ESTIMATED 2022-2023</u>	<u>APPROVED 2023-2024</u>
Tax Assessor-Collector	\$ 1,060	\$ -	\$ -
Human Resources	-	6,936	23,418
County Auditor	4,469	6,000	6,000
County Clerk	1,517	16,384	-
County Judge	2,985	-	-
Risk Management	-	-	-
County Treasurer	-	-	-
Printing	-	1,141	-
Purchasing Agent	-	-	-
General Services	-	-	-
Management Information Systems	975,901	1,127,385	1,320,703
Voters Registration Department	-	-	-
Elections Department	7,380	5,701	-
Veterans Services	-	-	-
District Attorney	33,336	23,480	16,874
District Clerk	10,274	1,141	-
District Courts	3,855	2,144	1,468
Jury Fund	-	-	-
Justice of the Peace	-	-	650
County Courts at Law	-	1,600	-
Court Master	-	-	-
Dispute Resolution Center	-	-	-
Community Supervision	8,690	5,511	-
Sheriff	338,821	135,731	571,400
Crime Laboratory	51,256	-	29,800
Jail	247,173	407,822	742,893
Juvenile Probation	-	2,281	-
Juvenile Detention Home	-	-	-
Constables	124,560	-	7,500
County Morgue	-	-	-
Agricultural Extension Service	2,519	1,600	2,800
Health & Welfare Unit 1	10,683	5,703	57,363
Health & Welfare Unit 2	3,856	5,703	57,363
Nurse Practitioner	-	-	-
Environmental Control	-	5,701	-
Indigent Medical Services	7,032	-	-
Emergency Management	-	2,281	-
Mosquito Control	-	25,950	65,000
Courthouse & Annexes	209,366	51,869	45,565
Port Arthur Buildings	83,292	17,000	44,945
Mid-County Buildings	-	-	25,000
Road & Bridge Pct. #1	386,447	3,372	633,600
Road & Bridge Pct. #2	193,419	1,332	51,200
Road & Bridge Pct. #3	168,946	58,240	59,288
Road & Bridge Pct. #4	289,092	24,509	554,267
Engineering	37,018	-	-
Parks & Recreation	-	-	-
GIS	5,429	1,536	-
Service Center	32,213	17,700	21,700
Total Capital Outlay	\$ 3,240,589	\$ 1,965,753	\$ 4,338,797

**CAPITAL OUTLAY
DIVISION SUMMARY**

Human Resources

120-1012-415-60-53	NEOGOV - INSIGHT & ONBOARD SOFTWARE PACKAGE	\$ 23,418	
			\$ 23,418

County Auditor

120-1013-415-60-02	3 - DESKTOP COMPUTER W/ EXTRA MONITOR	4,500	
120-1013-415-60-02	1 - LAPTOP	1,500	
			6,000

Management Information Systems

120-1025-415-60-02	1 - DELL POWEREDGE R350 SERVERS - REPLACE SQL SERVER	13,174	
120-1025-415-60-02	ALCATEL 6560 SWITCH REPLACEMENT W/ 6360	36,418	
120-1025-415-60-02	ALCATEL 6900 SWITCH REPLACEMENT TOP OF RACK	61,200	
120-1025-415-60-02	WIRELESS PROJECT	24,655	
120-1025-415-60-02	SAN SUPPORT/MAINTENANCE - RENEWAL	2,800	
120-1025-415-60-02	3 - LAPTOP - HIGH END	4,650	
120-1025-415-60-02	5 - HIGH END COMPUTERS	9,770	
120-1025-415-60-02	WIRELESS ACCESS POINTS - INCREASE NETWORK	2,000	
120-1025-415-60-02	RACK MOUNT UPS	4,176	
120-1025-415-60-02	BATTERIES FOR HIGH END UPS FOR THE PHONE SYSTEM	1,600	
120-1025-415-60-53	IBM SOFTWARE SUBSCRIPTION - RENEW	4,650	
120-1025-415-60-53	MICRO FOCUS (RUMBA) SITE LICENSE RENEW	2,255	
120-1025-415-60-53	HAWKEYE-PATHFINDER - PROGRAMMING AS400 - RENEW	750	
120-1025-415-60-53	WATCHGUARD FIREWALL SW SUITE - RENEW	14,789	
120-1025-415-60-53	BARRICUDA - BACKUP SERVERS - RENEW	18,000	
120-1025-415-60-53	LINOMA GOANYWHERE MAINTENANCE - FTP TRANSFER-RENEW	1,584	
120-1025-415-60-53	EVERGREEN ISERIES REPORT DOWNLOADER - RENEW	350	
120-1025-415-60-53	SITEIMPROVE WEB SITE DEVELOPMENT - RENEW	2,500	
120-1025-415-60-53	PITNEY-BOWES ADDRESS VERIFICATION - RENEW	3,000	
120-1025-415-60-53	SPOTLIGHT ON SQL SERVER ENTERPRISE - 2- RENEW	1,232	
120-1025-415-60-53	SMS MESSAGING SERVER-USED BY JURY SYSTEM TXT MESSAGE	261	
120-1025-415-60-53	SOLARWINDS SUPPORT/UPDATE - LAN/WAN	902	
120-1025-415-60-53	HELP SYSTEM - POWERTECH MAINTENANCE FOR AS/400 ANTIVIRUS AND EXIT POINT LOCK DOWN	4,569	
120-1025-415-60-53	TYLER TECHNOLOGIES SAAS FEE - FEE FOR SOFTWARE - COURTS, JAIL, DA, COUNTY CLERK, JP & CONSTABLES	776,834	
120-1025-415-60-53	SOPHOS ENDPOINT SECURITY-REPLACES NORTON-1100 USER	70,400	
120-1025-415-60-53	QUEST TOAD RENEWAL	800	
120-1025-415-60-53	KNOWBE4 RENEWAL	13,629	
120-1025-415-60-53	OFFICE 365 LICENSES	75,742	
120-1025-415-60-53	VPN WATCHGUARD LICENSES	4,600	
120-1025-415-60-53	BOXCAST (STREAMING SERVICE FOR COMM COURT)	1,266	
120-1025-415-60-53	SPS VAR TOTAL CARE RECOVERY	4,600	
120-1025-415-60-53	ARTIC WOLF MONITORED SIEM	95,000	
120-1025-415-60-53	FORTIS ACTIVE RECOVERY INCIDENT RESPONSE RETAINER	36,400	
120-1025-415-60-53	SOPHOS EMAIL ADVANCED SECURITY SUITE	26,147	
			1,320,703

District Attorney

120-2030-412-60-02	3 - LAPTOPS	4,320	
120-2030-412-60-02	DOCK STATION LAPTOP	1,904	
120-2030-412-60-02	10 - COMPUTERS	10,650	
			16,874

252nd District Court

120-2037-412-60-02	1 - COMPUTER W/ EXTRA MONITOR	1,468	
			1,468

Justice of the Peace Pct 8

120-2049-412-60-02	1 - LAPTOP	650	
			650

Sheriff's Office

120-3059-421-60-02	8 - DESKTOP COMPUTERS	9,600	
120-3059-421-60-02	2 - LAPTOPS	3,000	
120-3059-421-60-02	2 - TOUGHBOOK LAPTOPS	4,800	
120-3059-421-60-07	MRAP VEHICLE MAINTENANCE	4,000	
120-3059-421-60-07	11 - LAW ENFORCEMENT VEHICLES	550,000	
			571,400

**CAPITAL OUTLAY
DIVISION SUMMARY**

Crime Laboratory

120-3060-421-60-02	1 - LIMS SERVER/SQL SOFTWARE REPLACEMENT	7,000	
120-3060-421-60-02	5 - COMPUTERS (3 FOR RELOCATION & 2 FOR INSTRUMENTS)	7,800	
120-3060-421-60-20	1 - FREEZER - LONG TERM STORAGE EVIDENCE - REPLACE	15,000	
			29,800

Jail

120-3062-423-60-13	HVAC UPDATES FOR MULTIPLE DORMS	500,000	
120-3062-423-60-13	HVAC SYSTEM REPLACEMENT - M DORM ISO	71,600	
120-3062-423-60-13	HVAC SYSTEM REPLACEMENT - ADMIN OFFICES	11,000	
120-3062-423-60-14	1 - WASHING MACHINE	10,755	
120-3062-423-60-18	1 - DRYER	6,910	
120-3062-423-60-18	1 - KUBOTA MOWER	17,387	
120-3062-423-60-18	GARMIN GPS/NAV/COM FOR PLANE	30,246	
120-3062-423-60-18	AIRPLANE PROPELLER OVERHAUL	18,000	
120-3062-423-60-53	SCHEDULING SOFTWARE - RENEWAL	31,000	
120-3062-423-60-53	GUARDIAN - INMATE TRACKING PROGRAM - RENEW	45,995	
			742,893

Constable Pct 1

120-3065-425-60-18	5 - MOTOROLA BODY CAMERAS ONLY	7,500	
			7,500

Agriculture Extension Services

120-4071-461-60-02	2 - COST SHARE - LAPTOPS W/ DOCKING STATION & DUAL MONITOR BRACKET	2,800	
			2,800

Health & Welfare I

120-5074-441-60-02	8 - COMPUTERS	10,400	
120-5074-441-60-07	1 - 10 PASSENGER VAN	46,963	
			57,363

Health & Welfare II

120-5075-441-60-02	8 - COMPUTERS	10,400	
120-5075-441-60-07	1 - 10 PASSENGER VAN	46,963	
			57,363

Mosquito Control

124-5081-448-60-42	1 - F-350 SUPER CAB - HOLDS 500 GALLON HERBICIDE TANK	65,000	
			65,000

Courthouse & Annexes

120-6083-416-60-03	COMPUTER SOFTWARE SYSTEM FOR HVAC - HISTORICAL COURTHOUSE	5,723	
120-6083-416-60-03	COURTHOUSE PLUMBING WORK	9,092	
120-6083-416-60-03	PRIVATE JAIL PLUMBING WORK	8,600	
120-6083-416-60-03	PRIVATE JAIL - NEW WASHER & DRYER	19,650	
120-6083-416-60-03	RE-COVER CHAIRS IN COMMISSIONER COURTROOM	2,500	
			45,565

Port Arthur Buildings

120-6084-416-60-13	PROBATION SIDE - AC UNIT	18,092	
120-6084-416-60-13	HEALTH DEPT SIDE - AC UNIT	16,853	
120-6084-416-60-14	REHAB MAINTENANCE OFFICES	10,000	
			44,945

Mid-County Buildings

120-6085-416-60-14	AC UNITS (JP/ENVIRONMENTAL CONTROL/CONSTABLE)	25,000	
			25,000

Road & Bridge Pct. #1

111-0109-431-60-11	1 - MAINTAINER	345,000	
111-0109-431-60-42	1 - SLOPE MOWER	173,600	
111-0109-431-60-42	1 - DUMP TRUCK	115,000	
			633,600

**CAPITAL OUTLAY
DIVISION SUMMARY**

Road & Bridge Pct. #2

112-0208-431-60-14	REMOVE & REPLACE INSULATION PCT 2 OFFICES	50,000	
112-0209-431-60-02	1 - COMPUTER	1,200	
			51,200

Road & Bridge Pct. #3

113-0308-431-60-36	ENGLIN ROAD STRIPING	7,960	
113-0309-431-60-11	A-23 TRACTOR REHAB	26,613	
113-0309-431-60-18	1 - HEAVY-DUTY EXTENDED 4 POST CAR LIFT 27,000 LB	24,715	
			59,288

Road & Bridge Pct. #4

114-0409-431-60-11	1 - BOMAG RS360 RECLAIMER/STABILIZER	554,267	
			554,267

Service Center

120-8095-417-60-18	1 - PRESSURE WASHER FOR CAR WASH	8,300	
120-8095-417-60-18	4 X 10 CLOSED IN STORAGE FOR CAR WASH PRESSURE WASHER	7,400	
120-8095-417-60-18	1 - DIAGNOSTIC TABLET - REPLACEMENT	6,000	
			21,700

Total Capital Outlay
\$ 4,338,797

SPECIAL PURPOSE FUNDING

Special Purpose Funding is used to account for expenditures that are non-operational or non-departmental in nature. Transfers to other funds include transfers to Special Revenue Funds, Capital Projects Funds, Jack Brooks Regional Airport Enterprise Fund, and to Ford Park Enterprise Fund to provide for improvements and operational expenditures. Contingency Appropriations are also noted here.

**SPECIAL PURPOSE FUNDING
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>DEPARTMENTS</u>			
Contingency Appropriation			
General Fund	\$ -	\$ -	\$ 900,000
Total Contingency Appropriation	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 900,000</u>
Transfers Out			
Road & Bridge Pct. #1	\$ -	\$ -	\$ 20,000
Road & Bridge Pct. #2	-	-	20,000
General Fund	<u>2,616,014</u>	<u>2,974,914</u>	<u>8,729,435</u>
Total Transfers Out	<u>\$ 2,616,014</u>	<u>\$ 2,974,914</u>	<u>\$ 8,769,435</u>

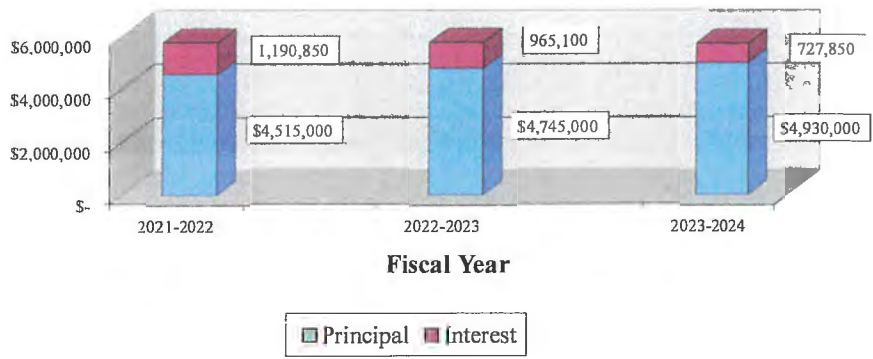


DEBT SERVICE

**DEBT SERVICE FUND
SUMMARY OF REVENUES AND EXPENDITURES**

	<u>ACTUAL 2021-2022</u>	<u>ESTIMATED 2022-2023</u>	<u>APPROVED 2023-2024</u>
REVENUES			
Property Taxes	\$ 5,738,054	\$ 5,564,816	\$ 5,579,529
Interest	13,807	127,000	63,500
Total Revenues	<u>\$ 5,751,861</u>	<u>\$ 5,691,816</u>	<u>\$ 5,643,029</u>
EXPENDITURES			
Principal Payments	\$ 4,515,000	\$ 4,745,000	\$ 4,930,000
Interest Payments	1,190,850	965,100	727,850
Transaction Fees	3,550	3,550	5,000
Total Expenditures	<u>\$ 5,709,400</u>	<u>\$ 5,713,650</u>	<u>\$ 5,662,850</u>
Total Appropriations	<u>\$ 5,709,400</u>	<u>\$ 5,713,650</u>	<u>\$ 5,662,850</u>
BEGINNING FUND BALANCE	<u>\$ 434,551</u>	<u>\$ 477,012</u>	<u>\$ 455,178</u>
ENDING FUND BALANCE	<u>\$ 477,012</u>	<u>\$ 455,178</u>	<u>\$ 435,357</u>
RESERVED FOR DEBT SERVICE	<u>\$ 477,012</u>	<u>\$ 455,178</u>	<u>\$ 435,357</u>

Principal & Interest Payments



DEBT SERVICE FUND
SUMMARY OF ANNUAL DEBT SERVICE REQUIREMENTS

<u>FISCAL YEAR</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>
2024	\$ 4,930,000	\$ 727,850	\$ 5,657,850
2025	5,100,000	567,850	5,667,850
2026	665,000	402,150	1,067,150
2027	700,000	368,900	1,068,900
2028	735,000	333,900	1,068,900
2029	775,000	297,150	1,072,150
2030	795,000	273,900	1,068,900
2031	820,000	250,050	1,070,050
2032	845,000	225,450	1,070,450
2033	870,000	200,100	1,070,100
2034	895,000	174,000	1,069,000
2035	925,000	147,150	1,072,150
2036	950,000	119,400	1,069,400
2037	980,000	90,900	1,070,900
2038	1,010,000	61,500	1,071,500
2039	1,040,000	31,200	1,071,200
	<u>\$ 22,035,000</u>	<u>\$ 4,271,450</u>	<u>\$ 26,306,450</u>

DEBT SERVICE FUND
SUMMARY OF TOTAL INDEBTEDNESS

ISSUE	MATURITY DATE	ORIGINAL ISSUE	MATURITIES	OUTSTANDING 10/1/2023
2012 Refunding - General Obligation	2025	\$ 47,305,000	\$ 38,515,000	\$ 8,790,000
2019 Certificates of Obligation	2039	15,395,000	2,150,000	13,245,000
Total				<u>\$ 22,035,000</u>

COMPUTATION OF LEGAL DEBT MARGIN

Assessed Value of Real Property	<u>\$23,241,882,360</u>
Assessed Value of All Taxable Property	<u>\$31,401,879,065</u>

**Bonds Issued Under Article III,
Section 52 of the Texas Constitution:**

The County is authorized under Article III, Section 52 of the State Constitution to issue bonds payable from ad valorem taxes for the construction and maintenance of roads. There is no constitutional or statutory limit as to the rate on bonds issued pursuant to such constitutional provision. However, the amount of bonds which may be issued is limited to 25% of the assessed valuation of real property in the County.

Debt Limit, 25% of Real Property Assessed Value	\$ 5,810,470,590
Amount of Debt Applicable to Constitutional Debt Limit:	
Total Bonded Applicable Debt	\$ 22,035,000
Less Amount Available in Debt Service Fund	<u>455,178</u>
	<u>21,579,822</u>

**LEGAL DEBT MARGIN, BONDS ISSUED
UNDER ARTICLE III, SECTION 52
OF THE TEXAS CONSTITUTION**

\$ 5,788,890,768

Bonds Issued Under Article VIII, Section 9:

In addition to unlimited tax bonds, the County may issue statutorily authorized bonds payable from the proceeds of a limited ad valorem tax provided for in Article VII, Section 9 of the State Constitution. Such constitutional provision provides that a County is limited to an ad valorem tax rate of \$0.80 per \$100 of assessed valuation for general fund, permanent improvement fund, road and bridge fund, and jury fund purposes.

Certain of the County's bonds payable from such limited tax may be issued under the provisions of Government Code 1301.003 (c). The principal amount of all bonds which may be issued under the provision of such Code is limited in the aggregate to 5% of the assessed valuation. The debt limit under Government Code 1301.003 (c) is approximately \$1,570,093,953 compared to applicable bonds outstanding at October 1, 2023 of \$22,035,000.

DEBT SERVICE FUND
SCHEDULE OF CURRENT DEBT SERVICE REQUIREMENTS

ISSUE	BALANCE OUTSTANDING					BALANCE OUTSTANDING
	10/1/2023	PRINCIPAL	INTEREST	FEEES	TOTAL	
2012 Refunding - General Obligation	\$ 8,790,000	\$ 4,325,000	\$ 263,700	\$ 2,500	\$ 4,591,200	\$ 4,465,000
2019 Certificates of Obligation	13,245,000	605,000	464,150	2,500	1,071,650	12,640,000
	<u>\$ 22,035,000</u>	<u>\$ 4,930,000</u>	<u>\$ 727,850</u>	<u>\$ 5,000</u>	<u>\$ 5,662,850</u>	<u>\$ 17,105,000</u>

SPECIAL REVENUE FUNDS

SPECIAL REVENUE FUNDS
SUMMARY OF REVENUES AND EXPENDITURES

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
REVENUES			
Sales Taxes	\$ 1,532,962	\$ 1,544,148	\$ 1,480,000
Fees	2,349,159	1,963,758	1,887,894
Sales, Rentals & Services	49,463	138,833	22,000
Intergovernmental	3,166,377	2,905,809	3,503,208
Fines & Forfeitures	317,458	137,060	125,000
Interest	102,168	540,750	275,717
Contributions	3,923	-	-
Total Revenues	<u>\$ 7,521,510</u>	<u>\$ 7,230,358</u>	<u>\$ 7,293,819</u>
OTHER SOURCES			
Transfers In	<u>\$ 652,319</u>	<u>\$ 661,335</u>	<u>\$ 667,317</u>
Total Other Sources	<u>\$ 652,319</u>	<u>\$ 661,335</u>	<u>\$ 667,317</u>
Total Revenues & Other Sources	<u>\$ 8,173,829</u>	<u>\$ 7,891,693</u>	<u>\$ 7,961,136</u>
EXPENDITURES			
General Government	\$ 486,864	\$ 450,082	\$ 688,474
Judicial & Law Enforcement	3,873,579	4,286,284	5,546,322
Education & Recreation	1,011,276	1,128,770	1,226,021
Maintenance - Equipment & Structures	66,822	29,917	178,056
Capital Outlay	<u>1,431,215</u>	<u>1,242,885</u>	<u>1,152,306</u>
Total Expenditures	<u>\$ 6,869,756</u>	<u>\$ 7,137,938</u>	<u>\$ 8,791,179</u>
OTHER USES			
Transfers Out	<u>\$ 124,606</u>	<u>\$ 20,000</u>	<u>\$ 76,650</u>
Total Other Uses	<u>\$ 124,606</u>	<u>\$ 20,000</u>	<u>\$ 76,650</u>
Total Appropriations	<u>\$ 6,994,362</u>	<u>\$ 7,157,938</u>	<u>\$ 8,867,829</u>
BEGINNING FUND BALANCE	<u>\$ 12,171,758</u>	<u>\$ 13,351,225</u>	<u>\$ 14,084,980</u>
ENDING AVAILABLE FUND BALANCE	<u><u>\$ 13,351,225</u></u>	<u><u>\$ 14,084,980</u></u>	<u><u>\$ 13,178,287</u></u>

SPECIAL REVENUE FUNDS
SUMMARY OF EXPENDITURES BY DIVISION

Department / Division	ACTUAL 2021-2022	ESTIMATED 2022-2023	APPROVED 2023-2024
General Government			
County Clerk - Records Management	\$ 164,919	\$ 178,987	\$ 205,128
County Clerk - Records Archive	137,196	170,316	404,224
County Records Management	184,749	100,779	49,599
Tax Office Auto Dealer	-	-	29,523
	<u> </u>	<u> </u>	<u> </u>
Total General Government	\$ 486,864	\$ 450,082	\$ 688,474
Judicial & Law Enforcement			
Breath Alcohol Testing	\$ 12,172	\$ 9,978	\$ 11,500
Security Fee	494,439	623,562	670,136
DWI Pretrial Division	97,047	105,784	110,843
Misdemeanor Pretrial	1,407	1,500	1,750
Veteran's Pretrial	707	-	20
Law Officer Training	59,588	62,971	61,035
SCAAP Grant	6,621	13,641	14,000
D.A.R.E. Contributions	24	1,000	16,000
Family Protection Fee Fund	13,500	3,600	130
Deputy Sheriff Education	12,763	19,763	25,000
Constable Pct 1 - Education	958	4,000	2,250
Constable Pct 2 - Education	1,957	1,500	1,500
Constable Pct 4 - Education	-	-	1,000
Constable Pct 6 - Education	-	-	1,800
Constable Pct 7 - Education	952	1,000	1,000
Constable Pct 8 - Education	1,207	2,000	1,500
J.P. Courtroom Technology Fee	2,738	2,738	20,000
District Clerk - Records Management	16,204	18,684	120,246
Justice Court Building Security	-	-	-
Child Abuse Prevention	-	-	25,000
D.A.'s Forfeiture	81,684	87,773	177,000
Sheriff's Forfeiture	92,564	125,135	201,795
D.A.'s Hot Check	532	7,243	19,500
Justice Court Support Fund	-	6,330	233,623
Court Facility Fund	-	-	-
Language Access Fund	-	20,000	40,000
Local Truancy Prevention	-	-	50,000
Guardianship Fee	400	2,500	20,000
Juvenile Delinquency Prevention	-	-	100
County & District Court Technology Fund	2,735	2,736	4,000
District Court Records Technology Fund	39,634	10,990	38,450
Marine Division	2,566,815	2,749,652	3,261,833
Sheriff - Spindletop Grant	366,931	402,204	415,311
	<u> </u>	<u> </u>	<u> </u>
Total Judicial & Law Enforcement	\$ 3,873,579	\$ 4,286,284	\$ 5,546,322
Education & Recreation			
Law Library	\$ 3,292	\$ 2,910	\$ 3,360
Hotel Occupancy Tax	1,007,984	1,125,860	1,222,661
	<u> </u>	<u> </u>	<u> </u>
Total Education & Recreation	\$ 1,011,276	\$ 1,128,770	\$ 1,226,021

SPECIAL REVENUE FUNDS
SUMMARY OF EXPENDITURES BY DIVISION

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
Maintenance - Equipment & Structures			
Lateral Road - Precinct 1	\$ 45,824	\$ 5,000	\$ 7,000
Lateral Road - Precinct 2	-	-	10,000
Lateral Road - Precinct 3	-	-	60,000
Lateral Road - Precinct 4	451	4,000	8,000
J C Assistance District 4	<u>20,547</u>	<u>20,917</u>	<u>93,056</u>
	\$ <u>66,822</u>	\$ <u>29,917</u>	\$ <u>178,056</u>
Capital Outlay	\$ <u>1,431,215</u>	\$ <u>1,242,885</u>	\$ <u>1,152,306</u>
Special Purpose Funding			
Transfers Out	\$ <u>124,606</u>	\$ <u>20,000</u>	\$ <u>76,650</u>
	\$ <u>124,606</u>	\$ <u>20,000</u>	\$ <u>76,650</u>
Total Special Fund Expenditures	\$ <u><u>6,994,362</u></u>	\$ <u><u>7,157,938</u></u>	\$ <u><u>8,867,829</u></u>

SPECIAL REVENUE FUNDS
SUMMARY OF CHANGES IN FUND BALANCE BY FUND

	ESTIMATED BALANCE 10/1/2023	Revenue	Expenditures	PROPOSED BALANCE 9/30/2024
Lateral Road - Precinct 1	\$ 6,573	7,525	7,000	\$ 7,098
Lateral Road - Precinct 2	126,977	9,600	10,000	126,577
Lateral Road - Precinct 3	280,490	12,425	60,000	232,915
Lateral Road - Precinct 4	56,677	8,405	8,000	57,082
Breath Alcohol Testing	12,053	3,840	11,500	4,393
Security Fee	337,237	675,700	710,136	302,801
Law Library	286,632	163,550	78,360	371,822
DWI Pretrial Diversion	330,333	89,000	113,184	306,149
Misdemeanor Pre-Trial	130,728	11,250	1,750	140,228
Veteran's Pre-Trial Program	22	-	20	2
Law Officer Training	37,054	33,000	61,035	9,019
County Clerk - Records Management	1,585,297	373,000	205,128	1,753,169
County Clerk - Records Archive	2,431,432	340,000	404,224	2,367,208
SCAAP Grant	39,464	35,525	31,600	43,389
County Records Management	277,859	17,100	115,599	179,360
D.A.R.E. Contributions	15,834	250	16,000	84
Family Protection Fee Fund	129	1	130	-
Deputy Sheriff Education	41,738	17,400	25,000	34,138
Constable Pct. 1 - Education	1,599	780	2,250	129
Constable Pct. 2 - Education	1,695	690	1,500	885
Constable Pct. 4 - Education	9,105	785	1,000	8,890
Constable Pct. 6 - Education	6,657	750	1,800	5,607
Constable Pct. 7 - Education	6,489	765	1,000	6,254
Constable Pct. 8 - Education	1,672	690	1,500	862
Tax Office Auto Dealer	313,163	45,500	129,523	229,140
J.P. Courtroom Technology Fee	137,370	25,400	145,000	17,770
Hotel Occupancy Tax	4,679,199	1,469,000	1,474,026	4,674,173
District Clerk - Records Management	132,404	92,450	120,246	104,608
Justice Court Building Security	247,565	32,200	100,000	179,765
Child Abuse Prevention	27,849	950	25,000	3,799
D.A.'s Forfeiture	432,842	59,000	192,000	299,842
Sheriff's Forfeiture	553,857	100,000	396,795	257,062
D.A.'s Hot Check	40,982	-	19,500	21,482
Justice Court Support Fund	342,595	200,000	233,623	308,972
Court Facility Fund	127,223	96,850	75,000	149,073
Language Access Fund	49,419	39,625	40,000	49,044
J C Assistance District 4	325,950	84,850	93,056	317,744
Local Truancy Prevention	115,522	31,700	50,000	97,222
Guardianship Fee	440,811	42,900	20,000	463,711
Juvenile Delinquency Prevention	106	1	100	7
County & District Court Technology Fund	12,518	4,000	14,000	2,518
District Court Records Technology Fund	38,783	775	38,450	1,108
Marine Division	-	3,418,483	3,418,483	-
Sheriff-Spindletop Grant	43,076	415,421	415,311	43,186
Total	\$ 14,084,980	\$ 7,961,136	\$ 8,867,829	\$ 13,178,287

**SPECIAL REVENUE FUNDS - GENERAL GOVERNMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>County Clerk - Records Management</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	3,979	5,000	6,338
Maintenance & Utilities	-	-	-
Miscellaneous Services	160,940	173,987	198,790
Total	\$ <u>164,919</u>	\$ <u>178,987</u>	\$ <u>205,128</u>
<u>County Clerk - Records Archive</u>			
Salaries & Wages	\$ 37,078	\$ 41,376	\$ 99,254
Fringe Benefits	12,282	8,940	27,970
Materials & Supplies	-	-	2,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	87,836	120,000	275,000
Total	\$ <u>137,196</u>	\$ <u>170,316</u>	\$ <u>404,224</u>
<u>County Records Management</u>			
Salaries & Wages	\$ 18,080	\$ 22,692	\$ 27,564
Fringe Benefits	5,035	6,348	7,768
Materials & Supplies	2,380	3,167	6,317
Maintenance & Utilities	126	121	300
Miscellaneous Services	159,128	68,451	7,650
Total	\$ <u>184,749</u>	\$ <u>100,779</u>	\$ <u>49,599</u>
<u>Tax Office Auto Dealer</u>			
Salaries & Wages	\$ -	\$ -	\$ 5,089
Fringe Benefits	-	-	1,434
Materials & Supplies	-	-	10,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	13,000
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>29,523</u>

**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>Breath Alcohol Testing</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	1,229	1,500	3,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	10,943	8,478	8,500
Total	\$ <u>12,172</u>	\$ <u>9,978</u>	\$ <u>11,500</u>
<u>Security Fee</u>			
Salaries & Wages	\$ 168,470	\$ 256,122	\$ 279,580
Fringe Benefits	78,678	114,660	123,617
Materials & Supplies	3,212	6,046	6,939
Maintenance & Utilities	-	-	-
Miscellaneous Services	244,079	246,734	260,000
Total	\$ <u>494,439</u>	\$ <u>623,562</u>	\$ <u>670,136</u>
<u>DWI Pretrial Diversion</u>			
Salaries & Wages	\$ 62,533	\$ 67,608	\$ 69,974
Fringe Benefits	29,899	34,476	36,349
Materials & Supplies	4,615	3,700	4,520
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	\$ <u>97,047</u>	\$ <u>105,784</u>	\$ <u>110,843</u>
<u>Misdemeanor Pretrial</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	1,407	1,500	1,750
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	\$ <u>1,407</u>	\$ <u>1,500</u>	\$ <u>1,750</u>
<u>Veteran's Pretrial Diversion</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	707	-	20
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	\$ <u>707</u>	\$ <u>-</u>	\$ <u>20</u>
<u>Law Officer Training</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	38,625	37,370	42,075
Maintenance & Utilities	5,380	6,101	7,360
Miscellaneous Services	15,583	19,500	11,600
Total	\$ <u>59,588</u>	\$ <u>62,971</u>	\$ <u>61,035</u>

**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>SCAAP Grant</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	5,000	5,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	6,621	8,641	9,000
Total	\$ <u>6,621</u>	\$ <u>13,641</u>	\$ <u>14,000</u>
<u>D.A.R.E. Contributions</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	24	1,000	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	16,000
Total	\$ <u>24</u>	\$ <u>1,000</u>	\$ <u>16,000</u>
<u>Family Protection Fee Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	13,500	3,600	130
Total	\$ <u>13,500</u>	\$ <u>3,600</u>	\$ <u>130</u>
<u>Deputy Sheriff Education</u>			
Miscellaneous Services	\$ 12,763	\$ 19,763	\$ 25,000
Total	\$ <u>12,763</u>	\$ <u>19,763</u>	\$ <u>25,000</u>
<u>Constable Pct 1 - Education</u>			
Miscellaneous Services	\$ 958	\$ 4,000	\$ 2,250
Total	\$ <u>958</u>	\$ <u>4,000</u>	\$ <u>2,250</u>
<u>Constable Pct 2 - Education</u>			
Miscellaneous Services	\$ 1,957	\$ 1,500	\$ 1,500
Total	\$ <u>1,957</u>	\$ <u>1,500</u>	\$ <u>1,500</u>
<u>Constable Pct 4 - Education</u>			
Miscellaneous Services	\$ -	\$ -	\$ 1,000
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>1,000</u>
<u>Constable Pct 6 - Education</u>			
Miscellaneous Services	\$ -	\$ -	\$ 1,800
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>1,800</u>
<u>Constable Pct 7 - Education</u>			
Miscellaneous Services	\$ 952	\$ 1,000	\$ 1,000
Total	\$ <u>952</u>	\$ <u>1,000</u>	\$ <u>1,000</u>
<u>Constable Pct 8 - Education</u>			
Miscellaneous Services	\$ 1,207	\$ 2,000	\$ 1,500
Total	\$ <u>1,207</u>	\$ <u>2,000</u>	\$ <u>1,500</u>

**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>J.P. Courtroom Technology Fee</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,738	2,738	20,000
Total	\$ <u>2,738</u>	\$ <u>2,738</u>	\$ <u>20,000</u>
<u>District Clerk - Records Management</u>			
Salaries & Wages	\$ 10,232	\$ 12,156	\$ 13,361
Fringe Benefits	2,852	3,408	3,765
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,120	3,120	103,120
Total	\$ <u>16,204</u>	\$ <u>18,684</u>	\$ <u>120,246</u>
<u>Justice Court Building Security</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>
<u>Child Abuse Prevention</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	25,000
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>25,000</u>
<u>D.A. Forfeiture</u>			
Salaries & Wages	\$ 76,130	\$ 80,000	\$ 160,000
Fringe Benefits	-	-	-
Materials & Supplies	-	1,629	-
Maintenance & Utilities	5,554	5,974	10,000
Miscellaneous Services	-	170	7,000
Total	\$ <u>81,684</u>	\$ <u>87,773</u>	\$ <u>177,000</u>
<u>Sheriff's Forfeiture</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	1,680	495	54,500
Maintenance & Utilities	9,450	9,328	44,000
Miscellaneous Services	81,434	115,312	103,295
Total	\$ <u>92,564</u>	\$ <u>125,135</u>	\$ <u>201,795</u>

**SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>D.A.'s Hot Check</u>			
Salaries & Wages	\$ 478	\$ -	\$ 15,000
Fringe Benefits	-	-	-
Materials & Supplies	-	7,208	3,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	54	35	1,500
Total	\$ <u>532</u>	\$ <u>7,243</u>	\$ <u>19,500</u>
<u>Justice Court Support Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ 150,532
Fringe Benefits	-	-	79,091
Materials & Supplies	-	6,330	1,500
Maintenance & Utilities	-	-	500
Miscellaneous Services	-	-	2,000
Total	\$ <u>-</u>	\$ <u>6,330</u>	\$ <u>233,623</u>
<u>Court Facility Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>
<u>Language Access Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	20,000	40,000
Total	\$ <u>-</u>	\$ <u>20,000</u>	\$ <u>40,000</u>
<u>Local Truancy Prevention</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	50,000
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>50,000</u>
<u>Guardianship Fee</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	400	2,500	20,000
Total	\$ <u>400</u>	\$ <u>2,500</u>	\$ <u>20,000</u>

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>Juvenile Delinquency Prevention</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	100
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 100</u>
<u>County & District Court Technology Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,735	2,736	4,000
Total	<u>\$ 2,735</u>	<u>\$ 2,736</u>	<u>\$ 4,000</u>
<u>District Court Records Technology Fund</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	358	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	39,276	10,990	38,450
Total	<u>\$ 39,634</u>	<u>\$ 10,990</u>	<u>\$ 38,450</u>
<u>Marine Division</u>			
Salaries & Wages	\$ 1,497,136	\$ 1,592,354	\$ 1,868,584
Fringe Benefits	642,906	699,520	791,907
Materials & Supplies	211,733	202,116	261,000
Maintenance & Utilities	139,357	134,407	194,000
Miscellaneous Services	75,683	121,255	146,342
Total	<u>\$ 2,566,815</u>	<u>\$ 2,749,652</u>	<u>\$ 3,261,833</u>
<u>Sheriff - Spindletop Grant</u>			
Salaries & Wages	\$ 233,248	\$ 254,664	\$ 261,399
Fringe Benefits	109,065	114,024	113,662
Materials & Supplies	20,345	28,742	32,000
Maintenance & Utilities	2,861	1,700	3,000
Miscellaneous Services	1,412	3,074	5,250
Total	<u>\$ 366,931</u>	<u>\$ 402,204</u>	<u>\$ 415,311</u>

SPECIAL REVENUE FUNDS - EDUCATION & RECREATION
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>Law Library</u>			
Salaries & Wages	\$ -	\$ -	\$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,292	2,910	3,360
Total	<u>\$ 3,292</u>	<u>\$ 2,910</u>	<u>\$ 3,360</u>
<u>Hotel Occupancy Tax</u>			
Salaries & Wages	\$ 297,707	\$ 318,156	\$ 356,556
Fringe Benefits	143,077	152,796	165,995
Materials & Supplies	11,426	10,101	16,338
Maintenance & Utilities	36,409	43,933	58,000
Miscellaneous Services	519,365	600,874	625,772
Total	<u>\$ 1,007,984</u>	<u>\$ 1,125,860</u>	<u>\$ 1,222,661</u>

SPECIAL REVENUE FUNDS - MAINTENANCE - EQUIPMENT & STRUCTURES
DIVISION SUMMARY

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>Lateral Road - Precinct 1</u>			
Materials & Supplies	\$ 824	\$ 5,000	\$ 7,000
Miscellaneous Services	45,000	-	
Total	\$ <u>45,824</u>	\$ <u>5,000</u>	\$ <u>7,000</u>
<u>Lateral Road - Precinct 2</u>			
Materials & Supplies	\$ -	\$ -	\$ 10,000
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>10,000</u>
<u>Lateral Road - Precinct 3</u>			
Materials & Supplies	\$ -	\$ -	\$ 60,000
Total	\$ <u>-</u>	\$ <u>-</u>	\$ <u>60,000</u>
<u>Lateral Road - Precinct 4</u>			
Materials & Supplies	\$ 451	\$ 4,000	\$ 8,000
Total	\$ <u>451</u>	\$ <u>4,000</u>	\$ <u>8,000</u>
<u>J C Assistance District 4</u>			
Salaries & Wages	\$ 15,590	\$ 15,864	\$ 17,971
Fringe Benefits	4,350	4,440	5,064
Materials & Supplies	-	-	14,500
Maintenance & Utilities	107	113	43,697
Miscellaneous Services	500	500	11,824
Total	\$ <u>20,547</u>	\$ <u>20,917</u>	\$ <u>93,056</u>

**SPECIAL REVENUE FUNDS - CAPITAL OUTLAY
DEPARTMENT SUMMARY**

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>DEPARTMENTS</u>			
County Clerk - Records Management	\$ 307,296	\$ 606,129	\$ -
County Clerk - Records Archive	-	-	-
County Records Management	175,036	50,000	66,000
Tax Office Auto Dealer	5,620	-	100,000
Breath Alcohol Testing	-	-	-
Security Fee	20,532	25,000	40,000
DWI Pretrial Division	-	-	2,341
Law Officer Training	4,154	-	-
SCAAP Grant	48,500	-	17,600
D.A.R.E. Contributions	-	-	-
Family Protection Fee Fund	-	-	-
Deputy Sheriff Education	-	-	-
Constable Pct 1 - Education	-	-	-
Constable Pct 2 - Education	-	-	-
Constable Pct 4 - Education	-	-	-
Constable Pct 6 - Education	-	-	-
Constable Pct 7 - Education	-	-	-
Constable Pct 8 - Education	-	-	-
J.P. Courtroom Technology Fee	232,529	65,000	125,000
District Clerk - Records Management	-	60,000	-
Justice Court Building Security	1,061	15,000	100,000
Child Abuse Prevention	-	-	-
D.A.'s Forfeiture	54,199	-	15,000
Sheriff's Forfeiture	88,810	155,636	195,000
D.A.'s Hot Check	10,560	-	-
Justice Court Support Fund	-	-	-
Court Facility Fund	-	48,852	75,000
Language Access Fund	-	-	-
Local Truancy Prevention	-	-	-
Guardianship Fee	-	-	-
Juvenile Delinquency Prevention	-	-	-
County & District Court Technology Fund	2,959	6,000	10,000
District Court Records Technology Fund	-	-	-
Marine Division	231,162	26,268	80,000
Sheriff - Spindletop Grant	115,058	-	-
Law Library	33,652	35,000	75,000
Hotel Occupancy Tax	100,087	150,000	251,365
Lateral Road - Precinct 1	-	-	-
Lateral Road - Precinct 2	-	-	-
Lateral Road - Precinct 3	-	-	-
Lateral Road - Precinct 4	-	-	-
J C Assistance District 4	-	-	-
Total Capital Outlay	\$ <u>1,431,215</u>	\$ <u>1,242,885</u>	\$ <u>1,152,306</u>

SPECIAL REVENUE FUNDS - SPECIAL PURPOSE FUNDING
DEPARTMENT SUMMARY

	<u>ACTUAL</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>	<u>APPROVED</u> <u>2023-2024</u>
<u>DEPARTMENTS</u>			
Transfers Out			
Marine Division	\$ <u>124,606</u>	\$ <u>20,000</u>	\$ <u>76,650</u>
Total Transfers Out	\$ <u><u>124,606</u></u>	\$ <u><u>20,000</u></u>	\$ <u><u>76,650</u></u>

CAPITAL PROJECTS

CAPITAL PROJECTS
2023-2024

	BUDGETED		ACTUAL		
	2023-2024	FYTD 2022-2023	2021-2022	2020-2021	2019-2020
Beach Erosion and Dune Restoration	\$ 43,738	\$ -	\$ -	\$ -	34,190
Labelle Road/Major Drive Extension	3,600,000	935,611	27,741	-	-
Garth Road	400,000	-	-	-	-
Erie Street	400,000	-	-	-	-
Justice of the Peace Pct. 4 Building Rehabilitation	40,000	-	-	-	-
Courthouse Complex Rehabilitation	2,500,000	-	-	-	-
Courthouse Waterproofing	178,550	-	-	-	-
County Wide Phone System	334,309	419,687	246,125	-	-
Total Capital Projects	\$ 7,496,597	\$ 1,355,298	\$ 273,866	\$ -	34,190

CAPITAL PROJECTS

2023-2024

Beach Erosion and Dune Restoration

This project consists of engineering and consulting services to assist the County in its efforts to secure funding for large-scale dune restoration from Sabine Pass to High Island. This project has carry-over funding in the amount of \$43,738 to complete this project.

Labelle Road/Major Drive Extension

This project consists of rehabilitation of a recently constructed extension of Major Drive from Hwy 124 to Labelle Road. This project is designed to increase the strength of the road in order to handle the heavy truck traffic associated with a nearby private sanitation disposal facility. This project has funding in the amount of \$3,600,000 for 2023-2024.

Garth Road

This project consists of engineering cost for the rehabilitation of Garth Road. The County has budgeted \$400,000 for engineering cost to design the rehabilitation to handle heavy truck traffic. Funding in the amount \$400,000 for this project will come from a 2023-2024 transfer from General Fund reserves.

Erie Street

The County has budgeted \$400,000 for engineering cost to design a new road from Erie Street to Spur 93. Design of this road will be for heavy truck traffic. Funding in the amount \$400,000 for this project will come from a 2023-2024 transfer from General Fund reserves.

Justice of the Peace Pct. 4 Building Rehabilitation

This project consists of a roof replacement at the Justice of the Peace Pct. 4 building. Funding in the amount \$40,000 for this project will come from a 2023-2024 transfer from General Fund reserves.

Courthouse Complex Rehabilitation

This project consists of roof and other structures repairs and replacements to the Beaumont Courthouse and area annexes that were damaged as a result of hail storm in June 2023. In addition, multiple floors and areas of the Historical courthouse from previous water damage will have repairs done. Finally, there will be improvements to the plumbing of the jail facility connected to the Courthouse. Funding in the amount \$2,500,000 for this project will come from a 2023-2024 transfer from General Fund reserves.

Courthouse Waterproofing

This project will track the expenditures related to waterproofing the downtown courthouse facility due to water intrusion from past rain events. Funding in the amount of \$178,550 is available for 2023-2024 from a prior year transfer from the General Fund.

County Wide Phone System

This project will track the expenditures related to upgrading the County's Phone system. The current system is out of date and replacement parts are not readily available. This project is in its final stages with remaining funding of \$334,309 available for the 2023-2024 budget year.



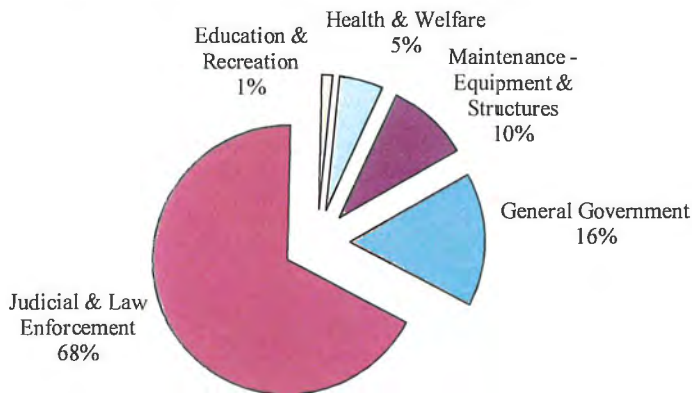
MISCELLANEOUS

PERSONNEL SCHEDULES

**BUDGETED FUNDS - SUMMARY BY DEPARTMENT
FULL TIME AUTHORIZED POSITIONS**

	Fiscal Year		
	2021-2022	2022-2023	2023-2024
GENERAL FUND			
General Government	160	160	161
Judicial & Law Enforcement	650	650	650
Education & Recreation	8	8	8
Health & Welfare	53	53	53
Maintenance - Equipment & Structures	99	99	99
	<u>970</u>	<u>970</u>	<u>971</u>
SPECIAL REVENUE FUNDS			
General Government	-	-	-
Judicial & Law Enforcement	26	26	28
Education & Recreation	5	5	5
Health & Welfare	-	-	-
Maintenance - Equipment & Structures	-	-	-
	<u>31</u>	<u>31</u>	<u>33</u>
TOTAL BUDGETED FUNDS			
General Government	160	160	161
Judicial & Law Enforcement	676	676	678
Education & Recreation	13	13	13
Health & Welfare	53	53	53
Maintenance - Equipment & Structures	99	99	99
	<u>1,001</u>	<u>1,001</u>	<u>1,004</u>

FY 2023-2024 Personnel



PERSONNEL SCHEDULES
COMPENSATION PLAN

Classified (CCG)		
Grade	Minimum	Maximum
27	24,761	37,143
28	25,379	38,070
29	26,015	39,019
30	26,665	39,997
31	27,331	40,997
32	28,015	42,021
33	28,718	43,074
34	29,435	44,151
35	30,169	45,254
36	30,923	46,386
37	31,695	47,546
38	32,490	48,733
39	33,302	49,951
40	34,135	51,201
41	34,988	52,481
42	35,862	53,794
43	36,757	55,138
44	37,677	56,517
45	38,618	57,929
46	39,584	59,376
47	40,575	60,861
48	41,588	62,380
49	42,629	63,942
50	43,694	65,540
51	44,787	67,179
52	45,903	68,858
53	47,052	70,578
54	48,231	72,346
55	49,437	74,152
56	50,670	76,008
57	51,937	77,906
58	53,237	79,855
59	54,569	81,851
60	55,930	83,898
61	57,328	85,996
62	58,766	88,144
63	60,232	90,350
64	61,739	92,606
65	63,280	94,924
66	64,864	97,297
67	66,484	99,729
68	68,148	102,220
69	69,849	104,779
70	71,597	107,395
71	73,388	110,081
72	75,222	112,833
73	77,103	115,655
74	79,031	118,547
75	81,004	121,508
76	83,031	124,545
77	85,108	127,661
78	87,235	130,854
79	89,415	134,122
80	91,649	137,478
81	93,943	140,914
82	96,292	144,437
83	98,697	148,047
84	101,168	151,747
85	103,695	155,544
86	106,289	159,429
87	108,944	163,417
88	111,668	167,502
89	114,458	171,691
90	117,320	175,980

Classified (CCG) (continued)		
Grade	Minimum	Maximum
91	120,254	180,380
92	123,257	184,890
93	126,343	189,513
94	129,498	194,249

Other Un-Classified (OTH)		
Grade	Minimum	Maximum
1	10,000	200,000

Elected Official (ELE)		
Grade	Minimum	Maximum
1	9,000	200,000

Constable's Contract per Hour (CON)		
Step	Minimum	Maximum
1	30.8932	30.8932
2	32.6572	32.6572
3	34.0590	34.0590
4	35.4605	35.4605
5	36.7152	36.7152
6	37.9813	37.9813
7	39.1112	39.1112
8	40.2646	40.2646
10	47.6234	47.6234

Law Enforcement Contract per Hour (CLE)		
Step	Minimum	Maximum
1	31.2284	31.2284
2	33.1852	33.1852
3	34.6121	34.6121
4	36.0384	36.0384
5	37.3026	37.3026
6	38.5900	38.5900
7	39.7501	39.7501
8	40.3416	40.3416
45	43.0771	43.0771
46	45.1827	45.1827
47	49.8412	49.8412
48	54.6781	54.6781

Detention Contract per Hour (CL2)		
Step	Minimum	Maximum
1	21.8882	21.8882
2	24.9755	24.9755
3	26.6846	26.6846
4	27.9879	27.9879
5	29.9535	29.9535
6	30.5625	30.5625
7	31.4810	31.4810
8	31.9511	31.9511
45	38.8947	38.8947
46	41.6118	41.6118
47	45.9018	45.9018
48	50.3567	50.3567

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION FULL TIME AUTHORIZED POSITIONS

	<u>Grade</u>		<u>FTE</u>
	ELE	1	39
<u>Elected Official</u>			
<u>Clerical, Administrative & Fiscal</u>			
OFFICE ASSISTANT	CCG	34	1
RECEPTIONIST/CLERK	CCG	34	7
OFFICE SPECIALIST	CCG	38	23
SENIOR OFFICE SPECIALIST	CCG	43	14
ADMINISTRATIVE OFFICE SPECIALIST	CCG	46	8
OFFICE MANAGER	CCG	51	1
ELECTIONS MANAGER	CCG	64	1
ADMINISTRATIVE OPERATIONS MANAGER	CCG	59	8
ADMINISTRATIVE MANAGER TO DISTRICT ATTORNEY	CCG	60	1
DEPUTY COUNTY CLERK	CCG	40	14
SENIOR DEPUTY COUNTY CLERK	CCG	43	11
ADMINISTRATIVE DEPUTY COUNTY CLERK	CCG	53	1
CHIEF DEPUTY COUNTY CLERK	CCG	65	1
COUNTY CLERK ADMINISTRATOR	CCG	61	1
SECRETARY	CCG	38	10
SENIOR SECRETARY	CCG	45	13
ADMINISTRATIVE SECRETARY	CCG	50	12
ACCOUNT CLERK	CCG	40	44
SENIOR ACCOUNT CLERK	CCG	43	7
ACCOUNTING TECHNICIAN	CCG	53	7
COURT CLERK	CCG	40	6
SENIOR COURT CLERK	CCG	43	15
ADMINISTRATIVE AID TO COUNTY JUDGE	CCG	53	1
COURT COORDINATOR	CCG	53	21
ASSOCIATE COURT ADMINISTRATOR	CCG	53	11
CHIEF APPELLATE/WRIT DIVISION ASSISTANT	CCG	53	1
COORDINATOR/INDIGENT DEFENSE	CCG	53	1
DEPUTY DISTRICT CLERK	CCG	40	18
ADMINISTRATIVE DEPUTY DISTRICT CLERK	CCG	53	5
CHIEF DEPUTY DISTRICT CLERK	CCG	65	1
SENIOR DEPUTY DISTRICT CLERK	CCG	43	3
SENIOR BUYER	CCG	49	2
ASSISTANT PURCHASING AGENT	CCG	61	1
PURCHASING AGENT	CCG	75	1
CONTRACT SPECIALIST	CCG	55	1
SYSTEM SUPPORT SPECIALIST I	CCG	49	1
SYSTEM SUPPORT SPECIALIST II	CCG	52	1
PERSONAL COMPUTER TECHNICIAN	CCG	49	4
PERSONAL COMPUTER TECHNICIAN II	CCG	52	2

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION FULL TIME AUTHORIZED POSITIONS

	<u>Grade</u>	<u>FTE</u>
ANALYST/PROGRAMMER	CCG 62	2
PROGRAMMER/ANALYST	CCG 65	4
SENIOR PROGRAMMER/ANALYST	CCG 70	1
COMPUTER SYSTEMS ADMINISTRATOR	CCG 68	3
SENIOR ANALYST/PROGRAMMER	CCG 67	1
ASSISTANT DIRECTOR OF MIS	CCG 79	1
DIRECTOR OF MIS	CCG 86	1
FINANCIAL TECHNICIANS	CCG 48	6
FINANCIAL ANALYST	CCG 59	4
FINANCIAL MANAGER	CCG 71	3
CHIEF DEPUTY TAX ASSESSOR	CCG 69	1
CHIEF DEPUTY COUNTY TREASURER	CCG 54	1
1ST ASSISTANT COUNTY AUDITOR	CCG 79	1
COUNTY AUDITOR	CCG 91	1
RISK & BENEFITS MANAGER	CCG 71	1
SENIOR BENEFITS ANALYST	CCG 58	2
HUMAN RESOURCE ASSISTANT	CCG 48	1
EMP RELATIONS/COMPENSATION MGR	CCG 66	1
DIRECTOR OF HR & RISK MANAGEMENT	CCG 88	1
SENIOR PERSONNEL SPECIALIST	CCG 56	1
VOTING ASSISTANTS	CCG 41	2
<u>Law Enforcement</u>		
TELECOMMUNICATOR	CCG 42	9
SENIOR TELECOMMUNICATOR	CCG 46	1
TELECOMMUNICATION SENIOR SUPERVISOR	CCG 54	1
ASSISTANT EMERGENCY MANAGEMENT COORDINATOR	CCG 57	1
CHIEF DEPUTY SHERIFF	CCG 77	2
JUVENILE DETENTION OFFICER	CCG 42	14
LEAD JUVENILE DETENTION OFFICE	CCG 50	3
JUVENILE DETENTION SUPERINTENDENT	CCG 70	1
COOK	CCG 31	1
FOOD SERVICE MANAGER	CCG 52	1
CRIME LAB TECHNICIAN	CCG 48	2
FORENSIC SCIENTISTS	CCG 69	8
DIRECTOR OF CRIME LAB	CCG 72	1
<u>Labor, Trades & Maintenance</u>		
SIGN FABRICATOR	CCG 42	1
PAINTER	CCG 46	2
CARPENTER	CCG 55	3
PLUMBER	CCG 56	1
HEATING, VENT & AC MECHANIC	CCG 57	2

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION FULL TIME AUTHORIZED POSITIONS

	<u>Grade</u>	<u>FTE</u>
WELDER	CCG 50	1
ELECTRICIAN	CCG 58	2
LEAD PRINTER	CCG 49	1
UTILITY MAINT. WORKER/MULTICRAFT	CCG 40	9
UTILITY MAINT. WORKER - ST&HWY	CCG 44	4
MAINTENANCE TECHNICIAN	CCG 52	1
VAN DRIVER	CCG 36	3
EQUIP OPERATOR/MAINT. WORKER	CCG 47	11
SENIOR EQUIP OPERATOR/MAINT. WORKER	CCG 52	21
AUTOMOBILE MECHANIC	CCG 48	3
HEAVY EQUIPMENT MECHANIC	CCG 53	6
DIRECTOR OF SERVICE CENTER	CCG 59	1
GROUNDSKEEPER	CCG 32	1
BUILDING MAINTENANCE SUPERVISOR	CCG 58	1
SUPERINTENDENT OF BUILDING MAINTENANCE	CCG 62	1
DIRECTOR OF BUILDING MAINTENANCE	CCG 69	1
ROAD FOREMAN	CCG 56	5
ASSISTANT SUPERINTENDENT	CCG 58	2
PRECINCT ROAD SUPERINTENDENT	CCG 69	4
ENGINEERING SPECIALIST	CCG 62	4
SENIOR ENGINEERING SPECIALIST	CCG 67	1
ENGINEERING SUPERINTENDENT	CCG 71	1
DIRECTOR OF ENGINEERING	CCG 86	1
DIRECTOR OF GIS	CCG 68	1
GIS SPECIALIST	CCG 62	1
BOAT MECHANIC	CCG 62	1
AIRCRAFT MECHANIC	CCG 62	1
PILOT/AIRCRAFT MECHANIC	CCG 63	1
PILOT/AVIATION SUPERVISOR	CCG 65	1
PILOT/ MECHANICAL SUPERVISOR	CCG 65	1
HERBICIDE APPL & MAINT WORKER	CCG 42	2
PESTICIDE APPL & MAINT WORKER	CCG 42	2
PESTICIDE APPL & VOTING MACHINE TECH	CCG 43	1
MOSQUITO CONTROL OPERATIONS FOREMAN	CCG 52	2
ENTOMOLOGIST	CCG 62	1
DIRECTOR OF MOSQUITO CONTROL	CCG 75	1
<u>Nursing & Public Health</u>		
PUBLIC HEALTH NURSE	CCG 63	4
DIRECTOR OF NURSING	CCG 72	2
PHARMACIST	CCG 89	1
NURSE PRACTITIONER	CCG 80	2

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION FULL TIME AUTHORIZED POSITIONS

	<u>Grade</u>	<u>FTE</u>
LVN	CCG 51	1
PHARMACY TECHNICIAN	CCG 36	2
ENVIRONMENTAL HEALTH INSPECTOR	CCG 52	2
DIRECTOR OF ENVIRONMENTAL CONTROL	CCG 66	1
<u>Human & Social Services</u>		
JUVENILE PROBATION OFFICER	CCG 51	9
JUVENILE CASEWORK SUPERVISOR	CCG 61	4
JUVENILE CASEWORK MANAGER	CCG 67	2
WELFARE CASEWORKER	CCG 49	6
WELFARE CASEWORK SUPERVISOR	CCG 58	2
VETERANS SERVICE SUPERVISOR	CCG 49	1
VETERANS COUNTY SERVICE OFFICER	CCG 60	1
DIRECTOR OF JUV PROB & DETENTION	CCG 85	1
DIRECTOR OF VISITOR'S CENTER	CCG 62	1
COORDINATOR	CCG 40	1
CASE AIDE	CCG 43	2
SENIOR CASE MANAGER	CCG 53	1
CASE COORDINATOR	CCG 43	1
DIRECTOR OF DISPUTE RESOLUTION	CCG 69	1
CASEWORK COORDINATOR - FAMILY COURTS	CCG 43	1
<u>Other Un-Classified or Contract</u>		
DETENTION OFFICER	CL2 1-8	216
BAILIFF	CLE 1-8	7
SHERIFF'S DEPUTY	CLE 1-8	86
UNION ADMIN ASSISTANT	CLE 45/47	5
SERGEANT	CL2/CLE 45/65	22
LIEUTENANT	CL2/CLE 46/66	15
CAPTAIN	CL2/CLE 47	14
MAJOR	CL2/CLE 48	2
CONSTABLE DEPUTY	CON 1-10	14
MAGISTRATE	OTH 1	1
ATTORNEY	OTH 1	30
INVESTIGATOR	OTH 1	6
EXECUTIVE ASSISTANT	OTH 1	2
ASSISTANT TO COUNTY JUDGE	OTH 1	1
COURT REPORTER	OTH 1	14
EMERGENCY MANAGEMENT COORDINATOR	OTH 1	1
AGRICULTURE EXTENSION AGENT	OTH 1	5
Total		<u><u>1,004</u></u>

JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

ELECTED COUNTY OFFICIALS

<u>Commissioners' Court</u>	<u>Length of Service</u>	<u>Term Expires</u>
Jeff Branick, County Judge	12 Years	12/31/2026
Vernon Pierce, Commissioner, Pct. 1	2 Year	12/31/2024
Cary Erickson, Commissioner, Pct. 2	< 1 Year	12/31/2026
Michael "Shane" Sinegal, Commissioner, Pct. 3	14 Years	12/31/2024
Everette "Bo" Alfred, Commissioner, Pct. 4	20 Years	12/31/2026

OTHER ELECTED COUNTY OFFICIALS

<u>Name</u>	<u>Position</u>	<u>Length of Service</u>	<u>Term Expires</u>
Roxanne Acosta-Hellberg	County Clerk	< 1 Year	12/31/2026
Keith Giblin	District Attorney	< 1 Year	12/31/2026
Allison Getz	Tax Assessor Collector	8 Years	12/31/2024
Jonathan "Tim" Funches	County Treasurer	< 1 Year	12/31/2026
Zena Stephens	Sheriff	6 Years	12/31/2024
Jamie Smith	District Clerk	8 Years	12/31/2026
Naomi Doyle	Justice of the Peace Pct. 1 Pl. 1	2 Years	12/31/2024
Benjamin Collins	Justice of the Peace Pct. 1 Pl. 2	4 Years	12/31/2026
Joseph Guillory II	Justice of the Peace Pct. 2	< 1 Year	12/31/2026
Justin Chesson	Justice of the Peace Pct. 4	< 1 Year	12/31/2026
Ransom "Duce" Jones	Justice of the Peace Pct. 6	16 Years	12/31/2026
James Burnett	Justice of the Peace Pct. 7	20 Years	12/31/2026
Tom Gillam	Justice of the Peace Pct. 8	21 Years	12/31/2026
Jevonne Smith-Pollard	Constable Pct. 1	4 Years	12/31/2024
Christopher Bates	Constable Pct. 2	10 Years	12/31/2024
Charles "Bryan" Werner	Constable Pct. 4	6 Years	12/31/2024
Joseph "Joe" Stevenson	Constable Pct. 6	2 Years	12/31/2024
Robert "Bobby" Adams Jr	Constable Pct. 7	6 Years	12/31/2024
Gene Winston, Jr.	Constable Pct. 8	< 1 Year	12/31/2026
Gerald Eddins	Judge, County Court at Law #1	10 Years	12/31/2024
Terrence Holmes	Judge, County Court at Law #2	6 Years	12/31/2024
Clint Woods	Judge, County Court at Law #3	8 Years	12/31/2026
John Stevens	Judge, Criminal District Court	16 Years	12/31/2026
Jayne "Raquel" West	Judge, 252nd District Court	8 Years	12/31/2026
Wayne "Kent" Walston	Judge, 58th District Court	8 Years	12/31/2026
Justin Sanderson	Judge, 60th District Court	6 Years	12/31/2024
Baylor Wortham	Judge, 136th District Court	6 Years	12/31/2024
Mitch Templeton	Judge, 172nd District Court	4 Years	12/31/2026
Jeffrey "Randy" Shelton	Judge, 279th District Court	16 Years	12/31/2026
Gordon Friesz	Judge, 317th District Court	< 1 Year	12/31/2026

JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

APPOINTED OFFICIALS

Name	Position	Length of Service	Term Expires
James "Patrick" Swain	County Auditor	27 Years	12/31/2024
Deborah Clark	Purchasing Agent	14 Years	12/31/2024
Michelle Falgout	Engineering	2 Years	
Alex Rupp	Airport	10 Years	
Jose "Joe" Zurita, Jr	Service Center	7 Years	
Greg Keller	Buildings Maintenance - Beaumont	5 Years	
Kenneth Shepherd	Buildings Maintenance - Port Arthur	2 Years	
Vacant	Court Master		
Jeff Ross	MIS	3 Years	
Kara Hawthorn	Dispute Resolution Center	12 Years	
Tyler Fitzgerald	Agricultural Extension Service	2 Years	
Robert Grimm	Emergency Management	< 1 Year	
Rhonda Conlin	Environmental Control	7 Years	
Dr. Ezea Ede	Health and Welfare Units	2 Years	
Leslie Riggs	Nurse Practitioner	12 Years	
Verenice Rosales	Human Resources & Risk Management	1 Year	
Edward Cockrell	Juvenile Probation & Detention	12 Years	
Denise Marcel	Mosquito Control	4 Years	
Hilary Guest	Veterans Services Offices	21 Years	

CONSULTANTS AND ADVISORS

Certified Public Accountants	Pattillo, Brown, & Hill, LLP Waco, Texas
Co-Bond Counsel	Creighton, Fox, Johnson & Mills PLLC and Germer PLLC Beaumont, Texas
Financial Advisor	U.S. Capital Advisors, Houston, Texas

JEFFERSON COUNTY, TEXAS

MISCELLANEOUS STATISTICS

Date of Creation 1836

Date of Organization 1837

Location

Upper Texas Coast

Component of Beaumont-Port Arthur MSA

County Seat

Beaumont, Texas

Economy Base

Petroleum refining

Production and processing of petrochemicals

Fabrication of steel and steel products

Shipping activity

Manufacture of wood, pulp, food, and feed products

Agriculture

Health care services

Land Area (A) 876.3 square miles

Maintained Roads 373.17

Bond Rating "Aa2" Moody's Investors Service, Inc.
"AA-" Standard & Poor's Ratings Services

JEFFERSON COUNTY, TEXAS

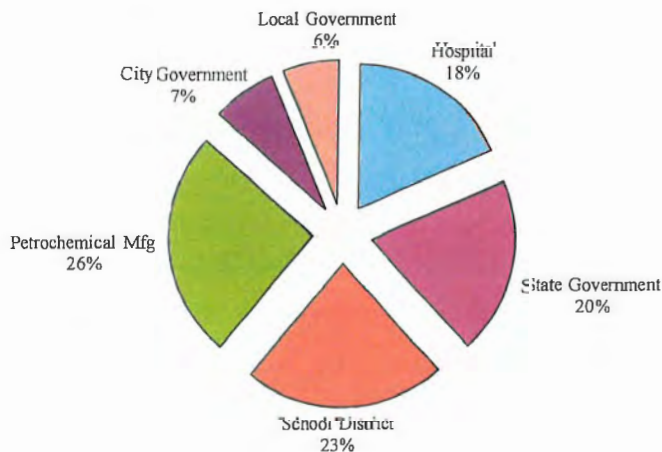
MISCELLANEOUS STATISTICS

Employment Statistics (A)

<u>Fiscal Year</u>	<u>Civilian Labor Force</u>	<u>Total Employment</u>	<u>Total Unemployment</u>	<u>Percent Unemployment</u>
2014	110,034	100,799	9,235	8.4%
2015	108,031	100,448	7,583	7.0%
2016	107,546	99,999	7,547	7.0%
2017	106,833	98,895	7,938	7.4%
2018	106,437	99,627	6,810	6.4%
2019	105,031	98,884	6,147	5.9%
2020	104,671	92,107	12,564	12.0%
2021	102,139	92,147	9,992	9.8%
2022	101,171	94,883	6,288	6.2%
2023 (B)	103,669	96,761	6,908	6.7%

Top Ten Major Employers County (C)

<u>Company</u>	<u>Industry</u>	<u>Employees</u>
State of Texas	State Government	3,423
Beaumont ISD	School District	2,432
Exxon Mobil Oil Corporation	Petrochemical Mfg.	2,016
Christus Health Southeast Texas	Hospital	1,713
Motiva Enterprises	Petrochemical Mfg.	1,634
Port Arthur ISD	School District	1,507
Memorial Hermann Baptist Hospital	Hospital	1,456
City of Beaumont	City Government	1,248
Jefferson County	Local Government	1,083
Valero	Petrochemical Mfg.	761



(A) Source: Labor Market Statistics - Texas Workforce Commission

(B) Average through end of June, 2023 (not finalized).

(C) Source: Local surveys

JEFFERSON COUNTY, TEXAS

MISCELLANEOUS STATISTICS

Population (A)

<u>Year</u>	<u>County</u>	<u>City of Beaumont</u>	<u>City of Port Arthur</u>	<u>Beaumont- Port Arthur MSA</u>
1960	245,659	119,175	66,676	306,016
1970	246,402	117,548	57,371	347,568
1980	250,938	118,102	61,195	375,497
1990	239,397	114,323	58,724	361,226
2000	252,051	113,866	57,755	385,090
2010	252,277	118,296	53,818	388,749
2020	256,526	115,282	56,039	397,565
Current Estimate	250,830	112,089	55,579	393,575

Demographics

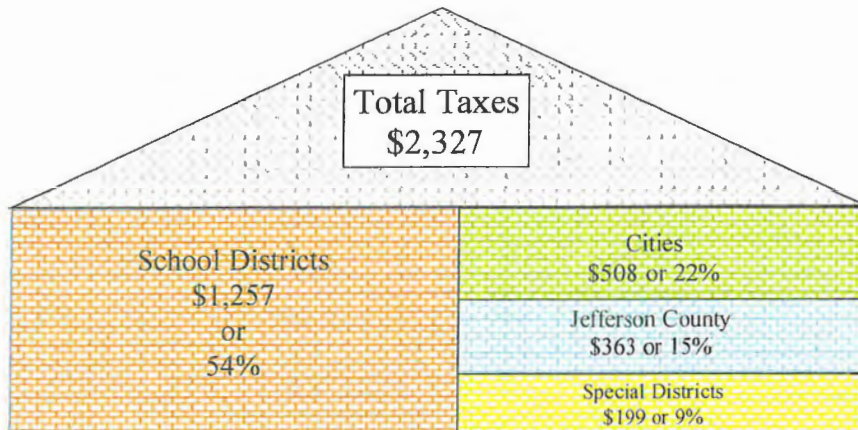
<u>Fiscal Year</u>	<u>Population (a)</u>	<u>Per Capita Personal Income (b)</u>	<u>Median Age (a)</u>	<u>School Enrollment (a)</u>
2013	251,813	\$ 38,357	36.0	63,433
2014	252,358	\$ 39,958	35.9	63,350
2015	252,235	\$ 39,532	35.9	61,768
2016	254,308	\$ 42,505	35.9	60,809
2017	254,679	\$ 44,965	36.0	59,927
2018	256,299	\$ 44,965	36.0	59,927
2019	255,001	\$ 48,463	36.0	59,845
2020	256,526	\$ 55,797	37.1	59,784
2021	253,704	\$ 46,547	36.7	59,784
2022	250,830	\$ 55,575	37.0	47,418

(A) Source: <http://www.census.gov>

(B) Source: Texas Workforce Commission

JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

Property Tax Analysis for a \$100,000 Home in Tax Year 2022 (A)



County taxes for fiscal year 2022-2023 would be \$363.18 for a \$100,000 home based on the property tax of .363184¢ per \$100 valuation. The County taxes for fiscal year 2023-2024 would be \$359.00 for a \$100,000 home based on the property tax rate of .359000¢ per \$100 valuation.

Ten Year History of Abated Property Tax Values (B)

<u>Tax Year</u>	<u># of Companies</u>	<u>Value Loss Due to Abatement</u>	<u>Tax Loss</u>	<u>Tax Rate</u>
2013	9	1,877,188,020	\$ 6,851,736	0.00365000
2014	7	1,259,803,019	4,598,281	0.00365000
2015	9	1,280,440,084	4,673,606	0.00365000
2016	17	1,176,803,900	4,295,334	0.00365000
2017	21	1,787,143,387	6,522,662	0.00364977
2018	16	2,206,406,841	8,052,877	0.00364977
2019	17	2,866,898,917	10,463,522	0.00364977
2020	21	3,664,207,285	13,373,514	0.00364977
2021	18	3,144,345,119	11,419,758	0.00363184
2022	19	3,685,831,448	13,386,350	0.00363184
			<u>\$ 83,637,640</u>	

(A) Source: <http://www.jcad.org>

(B) Source: http://www.jcad.org/reports_abate.aspx

GLOSSARY OF TERMS

Accrual Basis—A basis of accounting in which transactions are recognized at the time they are incurred, as opposed to when cash is received or spent.

Actual - Final audited revenue or expenditure data for the fiscal year indicated.

Ad Valorem Tax — A tax levied against the value of real or personal property. Valuations are assessed by Jefferson County Appraisal District.

Allocation—Component of an appropriation earmarking expenditures for a specific purpose and/or level of organization.

Appropriation—A legal authorization to incur obligations and to make expenditures for specific purposes.

Appraisal Value – To make an estimate of value for the purpose of taxation.

Appraisal District – An independent governmental entity responsible for appraising property within a county. The Appraisal District certifies the county assessed valuations.

Assessed Valuation—The valuation set upon real estate and certain personal property by the Assessor as a basis for levying property taxes.

Asset—Resources owned or held by a government which have monetary value.

Available Fund Balance—The portion of a fund's balance that is not restricted for a specific purpose and may be used for general appropriation.

Balanced Budget – According to GAAP a balanced budget is one in which the total expenditures do not exceed the total resources, or total estimated revenues plus reserves.

Bond—A written promise to pay to things: 1) a principle amount on a specified date, and 2) a series of interest payments for the term of the bond.

Bond Rating—Organizations like Standard and Poor's and Moody's rate the riskiness of government-issued securities and gives each security a bond rating.

Bonded Indebtedness – The total amount of principle and interest due on bonds which have been sold to finance capital projects such as streets, bridges, and buildings. The most prevalent types of bonds are general obligation or revenue bonds.

Bond Refunding—The payoff and re-issuance of bonds, to obtain better interest rates and/or bond conditions.

GLOSSARY OF TERMS

Budget—A plan of financial activity for a specified period of time (fiscal year or biennium) indicating all planned revenues and expenses for the budget period.

Budget Amendment – A change in the authorized level of funding for an organization or line item account code that increases the total budget. Ideally, amendments increase total revenues and total expenditures by an equal amount. Amendments are made only with Commissioners' Court approval.

Budgetary Basis—This refers to the basis of accounting used to estimate financing sources and uses in the budget. These generally take one of three forms: GAAP, cash, or modified accrual.

Budget Calendar—The schedule of key dates, which a government follows in the preparation and adoption of the budget.

Budgetary Control—The control or management of a government in accordance with the approved budget for the purpose of keeping expenditures within the limitations of available appropriations and resources.

Callable – A financing term referring to debt service bonds which means the bonds can be retired, or paid off, earlier than the due date without penalty.

Capital Expenditures – Includes all purchases that will be capitalized, both items purchased within individual departments and purchased with capital project funds. Also includes items formerly classified as capital whose purchase amount is between \$5,000 and \$9,999.99 for content insurance purposes.

Capital Outlay—(Also known as capital assets) - Fixed assets which meets the estimated useful life and monetary cost criteria and warrants capitalization in the financial statements. All items owned by an organization can rightfully be considered assets, but as a practical matter, organizations do not capitalize all of them. Jefferson County's monetary criteria is \$10,000 or more and with a useful life of more than one year.

Capital Project—Major construction, acquisition, or renovation activities which add value to a government's physical assets or significantly increases their useful life. Also called capital improvements.

Capital Project Fund – A fund used to account for the financial resources designated for major capital acquisitions of construction. Separate funds are required for each capital project per GAAP.

Capitalization – An accounting treatment whereby an item is recorded as an asset on the balance sheet rather than as an expense of the current period.

Cash Basis—A basis of accounting in which transactions are recognized only when cash is increased or decreased.

GLOSSARY OF TERMS

Categorical – A method of accounting for expenditures in summary format (i.e. salaries & wages, fringe benefits, materials & supplies, maintenance & utilities, & miscellaneous services).

Certificates of Obligation – Debt instruments, similar to bonds, sold to the public to finance the county's capital projects. This type of debt is usually repaid in annual installments over a period of 5 – 25 years.

Charges for Services – see Fees of Office.

Contingency—A budgetary reserve set-aside for emergencies or unforeseen expenditures not otherwise budgeted.

Contractual Services—Services rendered to a government by private firms, individuals, or other governmental agencies. Examples include rent, maintenance agreements, and professional consulting services.

Current Taxes – Taxes that are levied and collected prior to being delinquent. The tax year begins October 1st. Taxes are delinquent on February 1st, after which time penalty and interest charges accrue.

Debt Service—The cost of paying principal and interest on borrowed money according to a predetermined payment schedule.

Debt Service Fund – A fund used to account for the accumulation and disbursement of resources associated with the county's debt obligations. Statutorily separate funds are required for each debt obligation.

Delinquent Taxes – Taxes that remain unpaid at February 1st. Taxes are delinquent on February 1st, after which time penalty and interest charges accrue. Attorney fees are assessed beginning July 1st.

Department (Organization) – The organizational unit which is functioning separately in its delivery of service.

Disbursement—The expenditure of monies from an account.

Employee (or Fringe) Benefits—Contributions made by a government to meet commitments or obligations for employee fringe benefits. Included are the government's share of costs for Social Security and the various pensions, medical, and life insurance plans.

Encumbrance—The commitment of appropriated funds to purchase an item or service. To encumber funds means to set aside or commit funds for a specified future expenditure.

Estimated Revenue – The amount of projected revenue for the fiscal cycle. Projections are generally based on prior experiences or increased fees.

GLOSSARY OF TERMS

Expenditure—The payment of cash on the transfer of property or services for the purpose of acquiring an asset, service, or settling a loss.

Expense—Charges incurred (whether paid immediately or unpaid) for operations, maintenance, interest, or other charges.

Fees (Fees of Office) – Revenue charged or charged for services by various county departments to provide a service to the public or another governmental entity.

Fines and Forfeitures – Revenue generated through fines assessed by various courts. Forfeitures are payment as penalty assessed by the Courts through bail bond and property forfeitures.

Fiscal Policy—A government's policies with respect to revenues spending and debt management as these relate to government services, programs, and capital investment. Fiscal policy provides an agreed-upon set of principles for the planning and programming of government budgets and their funding.

Fiscal Year—A twelve-month period designated as the operating year for accounting and budgeting, and financial reporting purposes. Jefferson County's fiscal year is October 1st through September 30th.

Fund—A fiscal entity with revenues and expenses, which are segregated for the purpose of carrying out a specific purpose or activity.

Fund Balance - The excess of the assets of a fund over its liabilities, reserves, and carryover.

Generally Accepted Accounting Principles (GAAP) – Uniform minimum standards for financial accounting and recording, encompassing the conventions, rules, and procedures that define accepted accounting principles.

General Obligation Bond—This type of bond is backed by the full faith, credit, and taxing power of the government.

Goal – A statement of broad direction, purpose, or intent based on the needs of the community. A goal is general and timeless.

Grants – A contribution by a government agency or other organization to support a particular function. Grants may be classified as either operational or capital and they are restricted for specific purposes. Because grants are presented to the Commissioners' Court throughout the year, the grant budgets and accountings are maintained separately from this document.

Hourly—An employee who fills a temporary or short-term position. Such employees provide contingency staffing for government operations during peak workloads or to address temporary staffing needs. Hourly employees are paid on a per-hour basis and receive limited benefits.

GLOSSARY OF TERMS

Interfund Transfers – The movement of monies between funds of the same governmental entity.

Intergovernmental Revenue – Funds received from federal, state, and local government sources in the form of grants and shared revenues.

Levy—To impose taxes for the support of government activities.

Line-Item Budget—A budget prepared along departmental lines that focuses on what is to be bought.

Long-Term Debt—Debt with a maturity of more than one year after the date of issuance.

Mandate – A formal order from State authorities to County government to make mandatory.

Maintenance and Utilities— Expenditures made for maintenance of buildings, vehicles and equipment, and utilities such as electricity, water, and gas necessary to conduct departmental operations.

Materials and Supplies—Expendable materials and operating supplies necessary to conduct departmental operations.

Modified Accrual Basis – Revenues are recognized in the accounting period in which they become available and measurable. Expenditures are recognized in the accounting period in which the fund liability is incurred.

Non-callable – A financing term referring to debt service bonds which means the bonds cannot be retired, or paid off, earlier than the due date.

Objective—Something to be accomplished in specific, well-defined, and measurable terms and that is achievable within a specific time frame.

Obligations—Amounts which a government may be legally required to meet out of its resources. They include not only actual liabilities, but also encumbrances not yet paid.

Operating Revenue—Funds that the government receives as income to pay for ongoing operations. It includes such items as taxes, fees from specific services, interest earnings, and grant revenues. Operating revenues are used to pay for day-to-day services.

Operating Expenses—The cost for personnel, materials, and equipment required for a department to function.

Output Indicators – A unit of work accomplished, without reference to the resources required to do the work. Output indicators do not reflect the effectiveness or efficiency of the work performed.

GLOSSARY OF TERMS

Other Financing Sources – Includes transfers from other funds, sale of capital assets, insurance proceeds, bond proceeds, and other funding that is not considered to be revenue according to GAAP.

Other Financing Uses – Includes transfers to other funds and other funding that is not considered expenditures according to GAAP.

Pay-as-you-go Basis – A term used to describe a financial policy by which capital outlays are purchased from current resources rather than through borrowing.

Performance Indicators – Specific quantitative and/or qualitative measures of work performed as an objective of specific departments or programs. Data is collected to establish trend patterns concerning workloads and/or determine how effective or efficient a program is in achieving its objectives.

Personal Services—Expenditures for salaries, wages, and fringe benefits of a government's employees.

Program—A group of related activities performed by one or more organizational units for the purpose of accomplishing a function for which the government is responsible.

Records Management – This term applies to the management of county records and government documents. Fees are budgeted for collection and expenses for the safeguarding of records according to the Texas Records Management Act.

Reserve—An account used either to set aside budgeted revenues that are not required for expenditure in the current budget year or to earmark revenues for a specific future purpose.

Resolution – A special or temporary order of a legislative body; an order of a legislative body requiring less legal formality than an ordinance or statute.

Resources—Total amounts available for appropriation including estimated revenues, fund transfers, and beginning balances.

Revenue—Sources of income financing the operations of government.

Salaries & Wages – The cost of all labor related expenses required for a department to function, including but not limited to salaries, merit, cost of living adjustments, etc.

Source of Revenue—Revenues are classified according to their source or point of origin.

Special Revenue Funds – These funds are set up to keep track of segregated revenue activities.

Statute – A law enacted by the legislative assembly.

Tax Rate – A percentage applies to all taxable property to raise general revenues.

GLOSSARY OF TERMS

Tax Rate Limit – The maximum rate at which a government may levy a tax. The limit may apply to taxes raised for a particular purpose, or to taxes imposed for all purposes, and may apply to a single government, to a class of governments, or to all governments operating in a particular area. Overall tax rate limits usually restrict levies for all purposes and of all governments, state, and local, having jurisdiction in a given area.

Tax Levy—The resultant product when the tax rate per one hundred dollars is multiplied by the tax base.

Taxes—Compulsory charges levied by a government for the purpose of financing services performed for the common benefit of the people. This term does not include specific charges made against particular persons or property for current or permanent benefit, such as special assessments.

Transfers In/Out—Amounts transferred from one fund to another to assist in financing the services for the recipient fund.

Unencumbered Balance – The amount of an appropriation that is neither expended nor encumbered. It is essentially the amount of money still available for future purposes.

Unreserved Fund Balance—The portion of a fund's balance that is not restricted for a specific purpose and is available for general appropriation.

User Charges—The payment of a fee for direct receipt of a public service by the party who benefits from the service.

GLOSSARY OF TERMS

ACROYNMS

AC -	Air Conditioning
ADA -	American with Disabilities Act
BMT -	Beaumont
CCTV -	Close Circuit Television
CD -	Compact Disc
CEPRA -	Coastal Erosion Planning and Response Account
CI -	Criminal Investigation
COLA -	Cost of Living Increase
CPI -	Consumer Price Index
DA -	District Attorney
DARE -	Drug Abuse Resistance Education
DR -	Doctor
DVD -	Digital Versatile Disk
FAA -	Federal Aviation Administration
FTE -	Full-time Equivalent
GAAP -	General Accepted Accounting Principles
GC/MC -	Gas chromatograph/mass spectrometer
GFOA -	Government Finance Officer Association
GIS -	Geographic Information System
HP -	Hewlett Packard
HP -	Horse Power

GLOSSARY OF TERMS

ACROYNMS - continued

HR -	Hour
HR -	Human Resources
H&W -	Health & Welfare
HWY -	Highway
IA -	Internal Affairs
IBM -	International Business Machines
ID -	Identification
ISD -	Independent School District
JC -	Jefferson County
JP -	Justice of the Peace
LGC -	Local Government Code
LNG -	Liquified Natural Gas
LT -	Lieutenant
MB -	Megabyte
MFG -	Manufacturing
MIS -	Management Information Systems
MSA -	Metropolitan Statistical Area
NO -	Number
PA -	Port Arthur
PCT -	Precinct
RAM -	Random Access Memory

GLOSSARY OF TERMS

ACROYNMS - continued

RFP -	Request for Proposal
ROW --	Right of Way
RTV -	Rugged Terrain Vehicle
SCAAP -	State Criminal Alien Assistance Program
ST -	State
SUV -	Sports Utility Vehicle
TXDOT -	Texas Department of Transportation
UHF -	Ultra High Frequency
US -	United States
VOIP -	Voice over Internet Protocol

APPENDIX

2023 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Jefferson County	409-835-8501
Taxing Unit Name	Phone (area code and number)
1149 Pearl Street Beaumont, TX 77701	www.co.jefferson.tx.us
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION I: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2022 total taxable value. Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 27,102,889,731
2.	2022 tax ceilings. Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 1,636,336,411
3.	Preliminary 2022 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 25,466,553,320
4.	2022 total adopted tax rate.	\$ 0.363184 /\$100
5.	2022 taxable value lost because court appeals of ARB decisions reduced 2022 appraised value.	
	A. Original 2022 ARB values: \$ 368,791,564	
	B. 2022 values resulting from final court decisions: - \$ 315,005,113	
	C. 2022 value loss. Subtract B from A. ³	\$ 53,786,451
6.	2022 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2022 ARB certified value: \$ 1,451,086,855	
	B. 2022 disputed value: - \$ 961,529,910	
	C. 2022 undisputed value. Subtract B from A. ⁴	\$ 489,556,945
7.	2022 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 543,343,396

¹ Tex. Tax Code §26.012(14)
² Tex. Tax Code §26.012(14)
³ Tex. Tax Code §26.012(13)
⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue-Tax-Rate-Worksheet	Amount/Rate
8.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 26,009,896,716
9.	2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022. Enter the 2022 value of property in deannexed territory. ⁵	\$ 0
10.	2022 taxable value lost because property first qualified for an exemption in 2023. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2022 market value:..... \$ 36,730,648 B. Partial exemptions. 2023 exemption amount or 2023 percentage exemption times 2022 value:..... + \$ 139,182,780 C. Value loss. Add A and B. ⁶	\$ 175,913,428
11.	2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023. Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. A. 2022 market value:..... \$ 0 B. 2023 productivity or special appraised value:..... - \$ 0 C. Value loss. Subtract B from A. ⁷	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 175,913,428
13.	2022 captured value of property in a TIF. Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 7,733,403
14.	2022 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 25,826,249,885
15.	Adjusted 2022 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 93,796,807
16.	Taxes refunded for years preceding tax year 2022. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. ⁹	\$ 464,806
17.	Adjusted 2022 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 94,261,613
18.	Total 2023 taxable value on the 2023 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values:..... \$ 31,415,901,541 B. Counties: Include railroad rolling stock values certified by the Comptroller's office:..... + \$ 27,321,369 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:..... - \$ 0 D. Tax increment financing: Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 2,683,374 E. Total 2023 value. Add A and B, then subtract C and D.	\$ 31,440,539,536

⁵ Tex. Tax Code §26.012(15)
⁶ Tex. Tax Code §26.012(15)
⁷ Tex. Tax Code §26.012(15)
⁸ Tex. Tax Code §26.03(c)
⁹ Tex. Tax Code §26.012(13)
¹⁰ Tex. Tax Code §26.012(13)
¹¹ Tex. Tax Code §26.012, 26.04(c-2)
¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³ A. 2023 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ 0 B. 2023 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ 0 C. Total value under protest or not certified. Add A and B. \$ 0	
20.	2023 tax ceilings. Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ 1,847,251,768
21.	2023 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ 29,593,287,768
22.	Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022. Include both real and personal property. Enter the 2023 value of property in territory annexed. ¹⁸	\$ 0
23.	Total 2023 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2023. ¹⁹	\$ 459,549,374
24.	Total adjustments to the 2023 taxable value. Add Lines 22 and 23.	\$ 459,549,374
25.	Adjusted 2023 taxable value. Subtract Line 24 from Line 21.	\$ 29,133,738,394
26.	2023 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ 0.323547 /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2023 county NNR tax rate. ²¹	\$ 0.323547 /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2022 M&O tax rate. Enter the 2022 M&O tax rate.	\$ 0.343268 /\$100
29.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 26,009,896,716

¹³ Tex. Tax Code §26.01(c) and (d)
¹⁴ Tex. Tax Code §26.01(c)
¹⁵ Tex. Tax Code §26.01(d)
¹⁶ Tex. Tax Code §26.012(5)(B)
¹⁷ Tex. Tax Code §26.012(5)
¹⁸ Tex. Tax Code §26.012(17)
¹⁹ Tex. Tax Code §26.012(17)
²⁰ Tex. Tax Code §26.04(c)
²¹ Tex. Tax Code §26.04(d)

Line	Voter Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2022 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 89,283,652
31.	Adjusted 2022 levy for calculating NNR M&O rate.	
	<p>A. M&O taxes refunded for years preceding tax year 2022. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. + \$ 435,882</p> <p>B. 2022 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0. - \$ 4,360</p> <p>C. 2022 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0</p> <p>D. 2022 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ 431,522</p> <p>E. Add Line 30 to 31D.</p>	\$ 89,715,174
32.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 29,133,738,394
33.	2023 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.307942 /\$100
34.	Rate adjustment for state criminal justice mandate. ²³ If not applicable or less than zero, enter 0.	
	<p>A. 2023 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 8,870,271</p> <p>B. 2022 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 9,444,337</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ -0.001971 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.000000 /\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴ If not applicable or less than zero, enter 0.	
	<p>A. 2023 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. \$ 4,657,373</p> <p>B. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. - \$ 4,786,206</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ -0.000443 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.000000 /\$100

²³ [Reserved for expansion]
²⁴ Tex. Tax Code §26.044
²⁵ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	<p>Rate adjustment for county indigent defense compensation. ²⁵ If not applicable or less than zero, enter 0.</p> <p>A. 2023 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose..... \$ <u>2,306,518</u></p> <p>B. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose..... \$ <u>1,880,358</u></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.001462</u> /\$100</p> <p>D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ <u>0.000322</u> /\$100</p> <p>E. Enter the lesser of C and D. If not applicable, enter 0. \$ <u>0.000322</u> /\$100</p>	
37.	<p>Rate adjustment for county hospital expenditures. ²⁶ If not applicable or less than zero, enter 0.</p> <p>A. 2023 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. \$ <u>0</u></p> <p>B. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. \$ <u>0</u></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0</u> /\$100</p> <p>D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ <u>0</u> /\$100</p> <p>E. Enter the lesser of C and D, if applicable. If not applicable, enter 0. \$ <u>0</u> /\$100</p>	
38.	<p>Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.</p> <p>A. Amount appropriated for public safety in 2022. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year..... \$ <u>0</u></p> <p>B. Expenditures for public safety in 2022: Enter the amount of money spent by the municipality for public safety during the preceding fiscal year..... \$ <u>0</u></p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ <u>0</u> /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0. \$ <u>0</u> /\$100</p>	
39.	<p>Adjusted 2023 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.</p>	<p>\$ <u>0.308264</u> /\$100</p>
40.	<p>Adjustment for 2022 sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero.</p> <p>A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent..... \$ <u>38,956,625</u></p> <p>B. Divide Line 40A by Line 32 and multiply by \$100..... \$ <u>0.133716</u> /\$100</p> <p>C. Add Line 40B to Line 39. \$ <u>0.441980</u> /\$100</p>	
41.	<p>2023 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below.</p> <p>Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.</p> <p>- or -</p> <p>Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.</p>	<p>\$ <u>0.457449</u> /\$100</p>

²⁵ Tex. Tax Code §26.0442
²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	<p>Disaster Line 41 (D41): 2023 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of</p> <p>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or</p> <p>2) the third tax year after the tax year in which the disaster occurred</p> <p>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	\$ 0 /\$100
42.	<p>Total 2023 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes,</p> <p>(2) are secured by property taxes,</p> <p>(3) are scheduled for payment over a period longer than one year, and</p> <p>(4) are not classified in the taxing unit's budget as M&O expenses.</p> <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸</p> <p>Enter debt amount \$ 5,662,850</p> <p>B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0</p> <p>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0</p> <p>D. Subtract amount paid from other resources - \$ 0</p> <p>E. Adjusted debt. Subtract B, C and D from A. \$ 5,662,850</p>	\$ 5,662,850
43.	<p>Certified 2022 excess debt collections. Enter the amount certified by the collector. ²⁹</p>	\$ 155,648
44.	<p>Adjusted 2023 debt. Subtract Line 43 from Line 42E.</p>	\$ 5,507,202
45.	<p>2023 anticipated collection rate.</p> <p>A. Enter the 2023 anticipated collection rate certified by the collector. ³⁰ 100.00 %</p> <p>B. Enter the 2022 actual collection rate 99.42 %</p> <p>C. Enter the 2021 actual collection rate 100.34 %</p> <p>D. Enter the 2020 actual collection rate 99.56 %</p> <p>E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹</p>	100.00 %
46.	<p>2023 debt adjusted for collections. Divide Line 44 by Line 45E.</p>	\$ 5,507,202
47.	<p>2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i>.</p>	\$ 29,593,287,768
48.	<p>2023 debt rate. Divide Line 46 by Line 47 and multiply by \$100.</p>	\$ 0.018609 /\$100
49.	<p>2023 voter-approval tax rate. Add Lines 41 and 48.</p>	\$ 0.476058 /\$100
D49.	<p>Disaster Line 49 (D49): 2023 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.</p>	\$ /\$100

²⁷ Tex. Tax Code §26.042(a)
²⁸ Tex. Tax Code §26.012(7)
²⁹ Tex. Tax Code §26.012(10) and 26.04(b)
³⁰ Tex. Tax Code §26.04(b)
³¹ Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	0.476058 \$ _____ /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2022, enter 0.	0 \$ _____
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2022 or in May 2023. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2022. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	38,956,625 \$ _____
53.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	29,593,287,768 \$ _____
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	0.131641 \$ _____ /\$100
55.	2023 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	0.323547 \$ _____ /\$100
56.	2023 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2022 or in May 2023. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	0.323547 \$ _____ /\$100
57.	2023 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	0.476058 \$ _____ /\$100
58.	2023 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	0.344417 \$ _____ /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	0 \$ _____
60.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	29,593,287,768 \$ _____
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	0 \$ _____ /\$100
62.	2023 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	0.344417 \$ _____ /\$100

³² Tex. Tax Code §26.041(d)
³³ Tex. Tax Code §26.041(i)
³⁴ Tex. Tax Code §26.041(d)
³⁵ Tex. Tax Code §26.04(c)
³⁶ Tex. Tax Code §26.04(c)
³⁷ Tex. Tax Code §26.045(d)
³⁸ Tex. Tax Code §26.045(f)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 component. Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 67).....	\$ 0.476872 /\$100
B.	Unused increment rate (Line 66).....	\$ 0.000000 /\$100
C.	Subtract B from A.....	\$ 0.476872 /\$100
D.	Adopted Tax Rate.....	\$ 0.363184 /\$100
E.	Subtract D from C.....	\$ 0.113688 /\$100
64.	Year 2 component. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 67).....	\$ 0.468596 /\$100
B.	Unused increment rate (Line 66).....	\$ 0.000000 /\$100
C.	Subtract B from A.....	\$ 0.468596 /\$100
D.	Adopted Tax Rate.....	\$ 0.363184 /\$100
E.	Subtract D from C.....	\$ 0.105412 /\$100
65.	Year 1 component. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 65).....	\$ 0.446672 /\$100
B.	Unused increment rate (Line 64).....	\$ 0 /\$100
C.	Subtract B from A.....	\$ 0.446672 /\$100
D.	Adopted Tax Rate.....	\$ 0.364977 /\$100
E.	Subtract D from C.....	\$ 0.081695 /\$100
66.	2023 unused increment rate. Add Lines 63E, 64E and 65E.	\$ 0.300795 /\$100
67.	Total 2023 voter-approval tax rate, including the unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ 0.645212 /\$100

³⁹ Tex. Tax Code §26.013(a)

⁴⁰ Tex. Tax Code §26.013(c)

⁴¹ Tex. Tax Code §26.0501(a) and (c)

⁴² Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code §26.063(a)(1)

⁴⁴ Tex. Tax Code §26.012(B-a)

⁴⁵ Tex. Tax Code §26.063(a)(1)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2023 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ 0.308264 /\$100
69.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 29,593,287,768
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ 0.001689 /\$100
71.	2023 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.018609 /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ 0.328562 /\$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2022 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.363184 /\$100
74.	Adjusted 2022 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2022 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0 /\$100
75.	Increase in 2022 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ 0 /\$100
76.	Adjusted 2022 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 25,826,249,885
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ 0
78.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 29,133,738,394
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ 0 /\$100

⁴⁴ Tex. Tax Code §26.042(b)

⁴⁵ Tex. Tax Code §26.042(f)

⁴⁶ Tex. Tax Code §26.042(c)

⁴⁷ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	2023 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ 0.645212 /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

- No-new-revenue tax rate..... \$ 0.323547 /\$100
As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
Indicate the line number used: 27
- Voter-approval tax rate..... \$ 0.645212 /\$100
As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
Indicate the line number used: 87
- De minimis rate..... \$ 0.328562 /\$100
If applicable, enter the 2023 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁰

print here ▶ Cindy Savant, P.C.C.
Printed Name of Taxing Unit Representative

sign here ▶ *Cindy Savant*
Taxing Unit Representative

8/2/23
Date

⁵⁰ Tex. Tax Code §526.04(c-2) and (d-2)



**FIRST CONTRACT RENEWAL
PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

Contract No. 20222344900-412-01

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Insights, LLC ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS Jefferson County as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. 20222344900-412-01 under which VENDOR would provide SAVNS to Jefferson County (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the Jefferson County to, in its sole and absolute discretion, renew the Contract, for one (1) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2024;

NOW, THEREFORE, THIS **FIRST CONTRACT RENEWAL** is exercised by Jefferson County as follows:

The Contract terminated on August 31, 2023. The Contract is hereby renewed, with this First Contract Renewal Term ("First Renewal Term") to begin on September 1, 2023 and end of August 31, 2024. Pursuant to Section 1 of the Contract, this First Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

Jefferson County by:


Signature

Jeff Bravick
Name



9/19/23
Date


County Judge
Title

Acknowledged by Appriss Insights, LLC



Signature

Name Jarrod Carnahan

ATTEST 
DATE 9-19-2023

9/11/23

Date

Title VP, Government & Vine Services

**SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT
SLFRF FUNDS**

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

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

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

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

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

WHEREAS, the County has awarded the Subrecipient SLFRF funds in the amount of \$ 450,000.00 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

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

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

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

the Project. However, no such additional allocation is guaranteed.

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

2. TERM OF AGREEMENT

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

3. PAYMENTS

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

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

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

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

6. RETURN OF FUNDS; RECOUPMENT

The Subrecipient must return Award funds not expended by December 31, 2026.

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

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

7. FAILURE TO PERFORM

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

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

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

8. TERMINATION

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

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

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

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

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

9. CLOSEOUT

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

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

10. INDEMNIFICATION

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

11. NOTICES

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

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

Jefferson County: reVision
 Regina Rodgers, Attorney
 20 N. 11th Street
 Beaumont, TX 77702

jeff.branick@jeffcotx.us

regina@reginarogers.org

12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be

deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

13. FURTHER ASSURANCE

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

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

14. ASSIGNMENT

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

15. AMENDMENTS

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

16. VENUE AND CHOICE OF LAW

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

17. SEVERABILITY

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

18. INTEGRATED DOCUMENT

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

19. NO THIRD-PARTY BENEFICIARY

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


20. HEADINGS

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

21. AUTHORITY TO SIGN

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

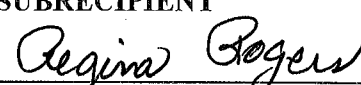
JEFFERSON COUNTY, TEXAS



Jeff Branick
County Judge
Jefferson County, Texas

8-15-23
Date

SUBRECIPIENT

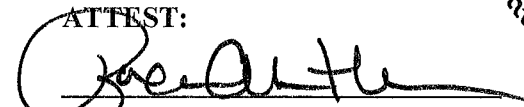


Regina Rogers
Attorney
Jefferson County: reVision

9-5-23
Date




ATTEST:



Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

8-16-23
Date

ATTEST:



Kim Phelan
Attorney
Jefferson County: reVision

8-24-23
Date

EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

Jefferson County: reVision

Subrecipient Mailing Address

3430 Harrison
Beaumont, TX 77706

Subrecipient Primary Contact

Name: Regina Rodgers

Title: Attorney

Email: regina@reginarogers.org

Phone #: (409) 892-8792

Subrecipient Secondary Contact

Name: Kim Phelan

Title: Attorney

Email: kimwarephelan@gmail.com

Phone #: (409) 550-5091

Subrecipient Unique Entity Identifier

D8W2BGFM6GB3

SLFRF Subaward Amount

\$ 450,000.00

Project Name

12 month funding for implementation and operational costs of reVision program in Jefferson County, Texas

Project Physical Address

Trinity United Methodist Church
3430 Harrison, Beaumont, TX 77706

Project Description

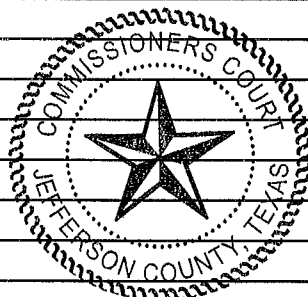
Leveraging of community resources by connecting at-risk and juvenile justice-involved youth ages 10-17 who have engaged in unlawful activity with a support system including mentorship, positive peers, counseling, therapy and case management through a community-based diversionary program.

Project Goals / Intended Outcomes

Decrease in juvenile offenses and an increase in healthy behaviors of 50 youth participants. Program goals target 15-20% reduction in recidivism rates of participants and overall reduction of youth sent to detention, TJJD and other placements.

Approved Activities / Scope of Work

1. Legal fees
2. Professional and staff wages and training
3. Insurance
4. Employee benefits
5. Program space rent/lease and utilities
6. Program materials and office supplies
7. Office equipment purchase
8. Travel and mileage reimbursements
9. Vehicle lease
- 10.



Jefferson County Approval & Date

[Handwritten Signature]

Subrecipient Signature & Date

Regina Rodgers

ATTEST *[Handwritten Signature]*
 DATE 8-16-23

EXHIBIT B

SLFRF REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

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

B. Important Concepts

Recipients, Subrecipients, Subawards, and Projects

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

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

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

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

Eligible Costs Timeframe

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

Obligations

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

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

Expenditures

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

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

C. Required Information for Project and Expenditure Reports

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

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

D. Civil Rights Compliance

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

EXHIBIT C
Program Budget

Jefferson County re: Vision Budget and Timeline (Year One)				
Item / Description	Timeline	Amount from Jefferson County ARPA award	Amount from other sources	Total Amount
Training and guidance for implementation	Year One (or January 2024 - December 2024)	\$50,000.00	\$0.00	\$50,000.00
Legal fees to obtain a non-profit status	Year One (or January 2024 - December 2024)	\$5,000.00	\$0.00	\$5,000.00
Program Director	Year One (or January 2024 - December 2024)	\$60,000.00	\$20,000.00	\$80,000.00
Case Manager	Year One (or January 2024 - December 2024)	\$42,000.00	\$10,000.00	\$52,000.00
Licensed Professional Counselor	Year One (or January 2024 - December 2024)	\$55,000.00	\$10,000.00	\$65,000.00
Administrative Assistant	Year One (or January 2024 - December 2024)	\$35,000.00	\$5,000.00	\$40,000.00
Transportation Van Driver (Part Time)	Year One (or January 2024 - December 2024)	\$25,000.00	\$0.00	\$25,000.00
Health Insurance and Benefits	Year One (or January 2024 - December 2024)	\$32,000.00	\$0.00	\$32,000.00
Rent, utilities, office supplies and officers and directors' liability insurance	Year One (or January 2024 - December 2024)	\$30,000.00	\$12,000.00	\$42,000.00
Van to transport youth	Year One (or January 2024 - December 2024)	\$40,000.00	\$10,000.00	\$50,000.00
Transportation and Mileage Reimbursement	Year One (or January 2024 - December 2024)	\$25,000.00	\$10,000.00	\$35,000.00
Meals for Youth	Year One (or January 2024 - December 2024)	\$36,000.00	\$0.00	\$36,000.00

Incentives for Youth	Year One (or January 2024 - December 2024)	\$0.00	\$12,500.00	\$12,500.00
Program Materials, Printing and Supplies	Year One (or January 2024 - December 2024)	\$15,000.00	\$10,000.00	\$25,000.00
TOTAL		\$450,000.00	\$99,500.00	\$549,500.00

NAME	AMOUNT	CHECK NO. 303	TOTAL
JURY FUND			
CASH ADVANCE ACCOUNT	1,287.32	510038	
DAWN DONUTS	217.50	510176	
CHAPMAN VENDING	514.98	510216	
TAYLOR PRINT & VISUAL IMPRESSIONS	11,964.75	510218	13,984.55**
ROAD & BRIDGE PCT.#1			
ABLE FASTENER, INC.	108.63	509998	
ENTERGY	705.33	510033	
M&D SUPPLY	51.81	510041	
SANITARY SUPPLY, INC.	296.32	510051	
S.E. TEXAS BUILDING SERVICE	325.00	510055	
SOUTHERN TIRE MART, LLC	54.77	510077	
HERRERA'S EMERGENCY LIGHTING	1,022.50	510111	
BEAUMONT FREIGHTLINER WESTERN STAR	808.44	510119	
MARTIN PRODUCT SALES LLC	10,110.80	510126	
ROSS RIDGE SAND COMPANY LP	390.00	510133	
ADVANCE AUTO PARTS	607.45	510156	
FUNCTION 4 LLC	31.00	510182	
ODP BUSINESS SOLUTIONS, LLC	27.99	510230	14,540.04**
ROAD & BRIDGE PCT.#2			
CERTIFIED LABORATORIES	474.95	510013	
CARY ERICKSON	1,121.57	510023	
RITTER @ HOME	140.53	510049	
ACE IMAGEWEAR	19.92	510054	
S.E. TEXAS BUILDING SERVICE	346.66	510055	
AT&T	132.87	510064	
TRIANGLE EQUIPMENT CO.	35.10	510069	
BUMPER TO BUMPER	258.42	510117	
MARTIN PRODUCT SALES LLC	417.20	510126	
FUNCTION 4 LLC	31.00	510182	
CY-FAIR TIRE	780.51	510202	3,758.73**
ROAD & BRIDGE PCT. # 3			
CENTERPOINT ENERGY RESOURCES CORP	48.30	510118	
ALL SERV INDUSTRIAL LLC	310.72	510139	
FUNCTION 4 LLC	62.00	510182	
GERALD T PELTIER JR	200.00	510205	
ODP BUSINESS SOLUTIONS, LLC	86.96	510230	
MUNRO'S UNIFORM SERVICES, LLC	23.95	510232	
CITIBANK NA	5.16	510239	737.09**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	9.00	509998	
CHUCK'S WRECKER SERVICE	300.00	510014	
COASTAL WELDING SUPPLY INC	124.99	510017	
RB EVERETT & COMPANY, INC.	6,026.95	510024	
W.W. GRAINGER, INC.	382.12	510031	
CASH ADVANCE ACCOUNT	1,029.23	510038	
PORT ARTHUR NEWS, INC.	87.00	510044	
S.E. TEXAS BUILDING SERVICE	1,560.00	510055	
SOUTHEAST TEXAS WATER	58.45	510059	
VULCAN MATERIALS CO.	70,197.08	510072	
MCKESSON MEDICAL-SURGICAL INC	1,565.46	510081	
TRAILER HITCH DEPOT	65.95	510083	
UNITED STATES POSTAL SERVICE	5.49	510098	
EVERETT D ALFRED	641.21	510110	
LONE STAR RIGGING LLP	1,128.40	510120	
MARTIN PRODUCT SALES LLC	8,248.80	510126	
NATALIE ROBERTS	111.72	510134	
INTERSTATE ALL BATTERY CENTER - BMT	282.90	510140	
SAM'S CLUB DIRECT	941.51	510154	
ASCO	69.76	510157	
CINTAS CORPORATION	44.25	510177	
FUNCTION 4 LLC	52.00	510182	
O'REILLY AUTO PARTS	259.97	510190	
GULF COAST	7,819.62	510204	

NAME	AMOUNT	CHECK NO. 304	TOTAL
ODP BUSINESS SOLUTIONS, LLC	127.92	510230	
PHOENIX INDUSTRIAL WATER WORKS	775.00	510231	
MUNRO'S UNIFORM SERVICES, LLC	203.13	510232	
CITIBANK NA	235.85	510239	
			102,353.76**
ENGINEERING FUND			
VERIZON WIRELESS	125.54	510091	
VERIZON WIRELESS	121.36	510092	
FUNCTION 4 LLC	62.00	510182	
ODP BUSINESS SOLUTIONS, LLC	445.70	510230	
AMAZON CAPITAL SERVICES	67.20	510237	
			821.80**
PARKS & RECREATION			
ENTERGY	1,544.12	510033	
ENTERGY	25.16	510034	
VULCAN MATERIALS CO.	7,973.97	510072	
MARTIN PRODUCT SALES LLC	10,138.80	510126	
SPRINT WASTE SERVICES LP	789.19	510163	
FELIX AAA AUTO & TRUCK PARTS LLC	21.84	510174	
			20,493.08**
GENERAL FUND			
TAX OFFICE			
FRED PRYOR SEMINARS & CAREER TRACK	398.00	510046	
ACE IMAGEWEAR	41.92	510054	
SOUTHEAST TEXAS WATER	360.00	510057	
UNITED STATES POSTAL SERVICE	255.75	510098	
COASTAL BUSINESS FORMS	3,024.25	510158	
FUNCTION 4 LLC	155.00	510182	
ODP BUSINESS SOLUTIONS, LLC	967.26	510230	
			5,202.18*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	3.22	510098	
VERENICE ROSALES	244.00	510169	
FUNCTION 4 LLC	31.00	510182	
ODP BUSINESS SOLUTIONS, LLC	746.51	510230	
			1,024.73*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	.54	510098	
FUNCTION 4 LLC	31.00	510182	
ODP BUSINESS SOLUTIONS, LLC	697.98	510230	
CITIBANK NA	139.20	510239	
			868.72*
COUNTY CLERK			
ULINE SHIPPING SUPPLY SPECIALI	391.02	510070	
UNITED STATES POSTAL SERVICE	300.23	510098	
FILEX SYSTEMS, INC.	505.01	510149	
FUNCTION 4 LLC	467.00	510182	
FUNCTION4	695.72	510224	
ODP BUSINESS SOLUTIONS, LLC	215.38	510230	
			2,574.36*
COUNTY JUDGE			
REGINA BELL	500.00	510001	
BEAUMONT ENTERPRISE	39.88	510022	
UNITED STATES POSTAL SERVICE	13.43	510098	
ROCKY LAWDERMILK	500.00	510105	
JEFF R BRANICK	583.61	510127	
KATY LEIGH CORCORAN	500.00	510138	
GREGORY LAW FIRM	500.00	510151	
FUNCTION 4 LLC	31.00	510182	
CITIBANK NA	80.00	510239	
			2,747.92*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.26	510098	
FUNCTION 4 LLC	31.00	510182	

NAME	AMOUNT	CHECK NO.	TOTAL
ODP BUSINESS SOLUTIONS, LLC	570.01	510230	602.27*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	123.41	510098	
FUNCTION 4 LLC	62.00	510182	
CITIBANK NA	35.93	510239	221.34*
PRINTING DEPARTMENT			
CINTAS CORPORATION	29.90	510177	
FUNCTION 4 LLC	350.00	510182	379.90*
PURCHASING DEPARTMENT			
PORT ARTHUR NEWS, INC.	60.20	510043	
UNITED STATES POSTAL SERVICE	9.60	510098	
FUNCTION 4 LLC	31.00	510182	100.80*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	876.36	510009	
INTERFACE EAP, INC	1,301.40	510076	
CHAPMAN VENDING	145.03	510216	
WALMART CAPITAL ONE	59.76	510219	2,382.55*
DATA PROCESSING			
FUNCTION 4 LLC	31.00	510182	
CITIBANK NA	19.99	510239	50.99*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	48.75	510098	
FUNCTION 4 LLC	31.00	510182	79.75*
ELECTIONS DEPARTMENT			
MASCOT METROPOLITAN INC	3,048.50	510131	
AT&T MOBILITY	90.77	510175	
FUNCTION 4 LLC	31.00	510182	3,170.27*
DISTRICT ATTORNEY			
ROBERT P. ORTEGO	445.00	509999	
TDCAA BOOK ORDERS	128.00	510065	
TEXAS DISTRICT & COUNTY ATTY ASSN.	450.00	510066	
UNITED STATES POSTAL SERVICE	173.56	510098	
FUNCTION 4 LLC	155.00	510182	
WALMART CAPITAL ONE	125.88	510219	
ODP BUSINESS SOLUTIONS, LLC	458.36	510230	
CITIBANK NA	240.00	510239	2,175.80*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	147.20	510098	
FUNCTION 4 LLC	31.00	510182	
ODP BUSINESS SOLUTIONS, LLC	185.47	510230	363.67*
CRIMINAL DISTRICT COURT			
DAVID GROVE	4,375.00	510004	
DONALD W. DUESLER & ASSOC.	8,750.00	510020	
KEVIN PAULA SEKALY PC	8,750.00	510052	
KEVIN S. LAINE	4,375.00	510079	
JOHN D WEST	8,750.00	510085	
LANGSTON ADAMS	8,750.00	510108	
JOHN STEVENS JR	30.00	510128	
JASON ROBERT NICKS	4,375.00	510144	
FUNCTION 4 LLC	62.00	510182	
THE SAMUEL FIRM, PLLC	900.00	510199	49,117.00*
58TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHEAST TEXAS WATER	34.95	510060	
FUNCTION 4 LLC	31.00	510182	
60TH DISTRICT COURT			65.95*
FUNCTION 4 LLC	31.00	510182	
ODP BUSINESS SOLUTIONS, LLC	234.25	510230	
136TH DISTRICT COURT			265.25*
LEXIS-NEXIS	344.00	510099	
FUNCTION 4 LLC	31.00	510182	
172ND DISTRICT COURT			375.00*
FUNCTION 4 LLC	31.00	510182	
252ND DISTRICT COURT			31.00*
KEVIN S. LAINE	4,375.00	510079	
CHARLES ROJAS	8,750.00	510082	
UNITED STATES POSTAL SERVICE	11.62	510098	
JASON ROBERT NICKS	4,375.00	510144	
ALLEN PARKER	9,245.00	510145	
BRITTANIE HOLMES	8,750.00	510155	
MATUSKA LAW FIRM	9,035.00	510164	
FUNCTION 4 LLC	62.00	510182	
MARVIN LEWIS JR	8,750.00	510194	
279TH DISTRICT COURT			53,353.62*
PHILLIP DOWDEN	325.00	510007	
SOUTHEAST TEXAS WATER	41.45	510063	
UNITED STATES POSTAL SERVICE	.63	510098	
JOEL WEBB VAZQUEZ	220.00	510116	
KIMBERLY PHELAN, P.C.	700.00	510122	
REAUD MORGAN & QUINN LLP	110.00	510136	
BRITTANIE HOLMES	440.00	510155	
WILLIAM FORD DISHMAN	1,500.00	510160	
LINDSEY SCOTT	110.00	510173	
FUNCTION 4 LLC	31.00	510182	
SHELANDER LAW OFFICE	220.00	510217	
317TH DISTRICT COURT			3,698.08*
JACK LAWRENCE	325.00	510005	
WENDELL RADFORD	325.00	510047	
SOUTHEAST TEXAS WATER	35.95	510056	
CHARLES ROJAS	440.00	510082	
GLEN M. CROCKER	1,090.00	510101	
DONEANE E. BECKCOM	110.00	510103	
LANGSTON ADAMS	440.00	510108	
ALLEN PARKER	110.00	510145	
BRITTANIE HOLMES	110.00	510155	
WILLIAM FORD DISHMAN	220.00	510160	
FUNCTION 4 LLC	31.00	510182	
SHELANDER LAW OFFICE	550.00	510217	
JUSTICE COURT-PCT 1 PL 1			3,786.95*
UNITED STATES POSTAL SERVICE	56.79	510098	
FUNCTION 4 LLC	31.00	510182	
JUSTICE COURT-PCT 1 PL 2			87.79*
UNITED STATES POSTAL SERVICE	31.93	510098	
FUNCTION 4 LLC	31.00	510182	
JUSTICE COURT-PCT 2			62.93*
ODP BUSINESS SOLUTIONS, LLC	121.38	510230	
JUSTICE COURT-PCT 4			121.38*

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	31.00	510182	31.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	24.16	510098	
SIERRA SPRING WATER CO. - BT	28.47	510100	
FUNCTION 4 LLC	31.00	510182	
ODP BUSINESS SOLUTIONS, LLC	173.20	510230	256.83*
JUSTICE COURT-PCT 7			
DENISE ROCCAFORTE	114.24	510132	
STACEY VIDRINE	130.50	510165	244.74*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC	31.00	510182	31.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	10.20	510098	
THOMSON REUTERS-WEST	167.00	510159	
FUNCTION 4 LLC	31.00	510182	208.20*
COUNTY COURT AT LAW NO. 2			
JACK LAWRENCE	500.00	510005	
THOMAS J. BURBANK PC	750.00	510011	
A. MARK FAGGARD	1,050.00	510025	
UNITED STATES POSTAL SERVICE	4.32	510098	
LANGSTON ADAMS	250.00	510108	
JOEL WEBB VAZQUEZ	250.00	510116	
LAURIE PEROZZO	250.00	510142	
FUNCTION 4 LLC	31.00	510182	
LAW OFFICE OF GILES R COLE & ASSOC	400.00	510215	
LAW OFFICES OF BREVIN JACKSON	950.00	510241	4,435.32*
COUNTY COURT AT LAW NO. 3			
THOMAS J. BURBANK PC	450.00	510011	
EDWARD B. GRIPON, M.D., P.A.	1,590.00	510032	
NATHAN REYNOLDS, JR.	650.00	510048	
UNITED STATES POSTAL SERVICE	22.43	510098	
JARED GILTHORPE	400.00	510166	
FUNCTION 4 LLC	31.00	510182	
LAW OFFICE OF GILES R COLE & ASSOC	400.00	510215	3,543.43*
COURT MASTER			
UNITED STATES POSTAL SERVICE	7.61	510098	
FUNCTION 4 LLC	31.00	510182	
LAWRENCE E THORNE III	3,761.88	510246	3,800.49*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	41.50	510062	
UNITED STATES POSTAL SERVICE	.54	510098	
KARA HAWTHORN	125.66	510150	
AMANDA TRIM	12.50	510178	
FUNCTION 4 LLC	31.00	510182	
BBB CONSUMER EDUCATION FOUNDATION	1,500.00	510203	
PAMELA MCGEE	78.75	510225	1,789.95*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	510182	124.00*
SHERIFF'S DEPARTMENT			
ANALYTICAL SALES & SERVICES	200.00	510006	
FED EX	6.48	510027	
AT&T	222.99	510064	
MOTOROLA SOLUTIONS INC	607.50	510080	

NAME	AMOUNT	CHECK NO. 308	TOTAL
UNITED STATES POSTAL SERVICE	1,110.96	510098	
THOMSON REUTERS-WEST	531.60	510159	
GALLS LLC	2,666.16	510172	
CINTAS CORPORATION	492.65	510177	
FUNCTION 4 LLC	310.00	510182	
ODP BUSINESS SOLUTIONS, LLC	229.99	510230	
CITIBANK NA	52.79	510239	
			6,431.12*
CRIME LABORATORY			
ALLOMETRICS INC.	176.00	510002	
FED EX	20.18	510028	
FISHER SCIENTIFIC	332.06	510029	
W.W. GRAINGER, INC.	18.64	510031	
SOUTHEAST TEXAS WATER	79.90	510058	
FUNCTION 4 LLC	31.00	510182	
AIRGAS USA, LLC	3,675.24	510193	
ATLAS INDUSTRIAL SUPPLY INC	126.80	510200	
CITIBANK NA	250.00	510239	
			4,209.82*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	16.00	510015	
COASTAL WELDING SUPPLY INC	130.20	510017	
ECOLAB	598.66	510021	
W.W. GRAINGER, INC.	243.62	510031	
JACK BROOKS REGIONAL AIRPORT	1,079.17	510037	
CASH ADVANCE ACCOUNT	637.08	510038	
M&D SUPPLY	93.91	510041	
AT&T	38.55	510064	
WARREN EQUIPMENT CO.	52.50	510073	
ST. MARY PARISH SHERIFF'S OFFICE	105.56	510109	
STANLEY SHIPPER	162.17	510113	
ATTABOY TERMITE & PEST CONTROL	1,570.00	510141	
WORLD FUEL SERVICES	3,268.38	510143	
GALLS LLC	338.56	510172	
FUNCTION 4 LLC	217.00	510182	
LASALLE CORRECTIONS VI LLC	86,700.00	510192	
WALMART CAPITAL ONE	69.42	510219	
SPINDLETOP PLUMBING	1,200.00	510221	
DYLAN LISCHAU	175.16	510223	
ODP BUSINESS SOLUTIONS, LLC	33.99	510230	
CITIBANK NA	4,333.42	510239	
BRIAN BARBOUR	337.16	510243	
			100,913.27*
JUVENILE PROBATION DEPT.			
FED EX	71.58	510026	
EDWARD B. GRIPON, M.D., P.A.	450.00	510032	
UNITED STATES POSTAL SERVICE	2.69	510098	
LATRICA COLEMAN	270.52	510106	
FUNCTION 4 LLC	93.00	510182	
ODP BUSINESS SOLUTIONS, LLC	92.66	510230	
			980.45*
JUVENILE DETENTION HOME			
SAM HOUSTON STATE UNIVERSITY	225.00	510050	
S.E. TEXAS BUILDING SERVICE	2,600.00	510055	
BEN E KEITH COMPANY	249.93	510115	
VANSHECA SANDERS-CHEVIS	400.00	510129	
FUNCTION 4 LLC	31.00	510182	
BAK GLOBAL LLC	100.00	510240	
MD KIDS PEDIATRICS	120.71	510245	
			3,726.64*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	23.33	510098	
FUNCTION 4 LLC	31.00	510182	
ODP BUSINESS SOLUTIONS, LLC	50.19	510230	
CITIBANK NA	275.00	510239	
			379.52*
CONSTABLE-PCT 2			

NAME	AMOUNT	CHECK NO.	TOTAL
POSTMASTER	123.60	510045	123.60*
CONSTABLE-PCT 4			
US POSTAL SERVICE	300.00	510102	
SILSBEE FORD INC	667.39	510162	
FUNCTION 4 LLC	31.00	510182	
ODP BUSINESS SOLUTIONS, LLC	394.21	510230	1,392.60*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	9.62	510098	
DISCOUNT UNIFORM INTERNATIONAL INC	475.80	510125	
FUNCTION 4 LLC	31.00	510182	
AXON ENTERPRISE INC	87.20	510184	603.62*
CONSTABLE PCT. 7			
ODP BUSINESS SOLUTIONS, LLC	59.52	510230	59.52*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	31.00	510182	31.00*
AGRICULTURE EXTENSION SVC			
M&D SUPPLY	241.15	510041	
FUNCTION 4 LLC	31.00	510182	
TYLER FITZGERALD	96.94	510196	
CORENA N FITZGERALD	23.60	510201	
WALMART CAPITAL ONE	284.22	510219	
ODP BUSINESS SOLUTIONS, LLC	59.97	510230	
CITIBANK NA	39.50	510239	776.38*
HEALTH AND WELFARE NO. 1			
CALVARY MORTUARY	385.92	510012	
CLAYBAR FUNERAL HOME, INC.	1,500.00	510016	
GABRIEL FUNERAL HOME, INC.	3,000.00	510030	
LEVINGSTON FUNERAL HOME	1,500.00	510040	
MCKESSON MEDICAL-SURGICAL INC	8,386.08	510081	
CLAYBAR HAVEN OF REST	6,200.00	510096	
UNITED STATES POSTAL SERVICE	50.49	510098	
RACHEL DRAGULSKI	200.00	510107	
FUNCTION 4 LLC	62.00	510182	
VECTOR SECURITY	435.60	510185	
EZE D EDE MD	149.00	510210	
LISA WASHINGTON	285.82	510236	
CITIBANK NA	7.99	510239	22,162.90*
HEALTH AND WELFARE NO. 2			
ENTERGY	140.00	510036	
MCKESSON MEDICAL-SURGICAL INC	2,560.68	510081	
FUNCTION 4 LLC	62.00	510182	
ODP BUSINESS SOLUTIONS, LLC	208.30	510230	2,970.98*
NURSE PRACTITIONER			
FUNCTION 4 LLC	31.00	510182	
ODP BUSINESS SOLUTIONS, LLC	106.24	510230	
BAK GLOBAL LLC	50.00	510240	187.24*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC	31.00	510182	31.00*
INDIGENT MEDICAL SERVICES			
KING'S PHARMACY BEAUMONT	212.96	510153	
TDS OPERATING INC	268.00	510189	
CORLISS R RANDLE	600.00	510197	
SHAMECA MALBROUGH	200.00	510207	1,280.96*
EMERGENCY MANAGEMENT			

NAME	AMOUNT	CHECK NO. ³¹⁰	TOTAL ³¹⁰
VERIZON WIRELESS	150.00	510094	150.00*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - LANDFILL	154.00	510008	
CERTIFIED LABORATORIES	1,399.15	510013	
COBURN SUPPLY COMPANY INC	160.93	510018	
JOHNSON CONTROLS, INC.	6,960.84	510039	
M&D SUPPLY	223.24	510041	
RITTER @ HOME	114.36	510049	
SANITARY SUPPLY, INC.	459.20	510051	
ACE IMAGEWEAR	264.04	510054	
S.E. TEXAS BUILDING SERVICE	25,381.80	510055	
AT&T	685.23	510064	
TRIANGLE ENGINE DIST.	337.57	510068	
WORTH HYDROCHEM OF THE GULF COAST	290.00	510074	
SEYMOUR UPHOLSTERY	395.00	510078	
BAKER DISTRIBUTING COMPANY	934.00	510114	
AAR INCORPORATED	2,860.00	510137	
CAT5 RESOURCES LLC	1,730.24	510168	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	567.30	510171	
CINTAS CORPORATION	195.16	510177	
FUNCTION 4 LLC	31.00	510182	
FERGUSON ENTERPRISES INC	815.10	510183	
ADVANTAGE INTERESTS INC	1,496.00	510187	
JCN OIL SERVICE	1,175.00	510208	
CHAPMAN INDUSTRIES INC	1,420.00	510211	
HONESTY ENVIRONMENTAL SERVICES, INC	890.00	510214	
WALMART CAPITAL ONE	150.08	510219	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	404.19	510234	48,493.43*
MAINTENANCE-PORT ARTHUR			
ALL-PHASE ELECTRIC SUPPLY	62.36	510019	
ENTERGY	6,081.69	510033	
FUNCTION 4 LLC	93.00	510182	
CHARTER COMMUNICATIONS	106.82	510226	
PARKER'S BUILDING SUPPLY	49.76	510235	
CITIBANK NA	903.70	510239	7,297.33*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	4.19	510049	
SETZER HARDWARE, INC.	11.67	510053	
ACE IMAGEWEAR	39.54	510054	
S.E. TEXAS BUILDING SERVICE	4,341.67	510055	
FUNCTION 4 LLC	31.00	510182	
CHARTER COMMUNICATIONS	49.87	510228	4,477.94*
SERVICE CENTER			
CLASSIC CHEVROLET	677.97	509997	
SPIDLE & SPIDLE	22,031.88	510003	
PHILPOTT MOTORS, INC.	98.04	510042	
AT&T	88.58	510064	
JEFFERSON CTY. TAX OFFICE	7.50	510086	
JEFFERSON CTY. TAX OFFICE	7.50	510087	
JEFFERSON CTY. TAX OFFICE	7.50	510088	
JEFFERSON CTY. TAX OFFICE	22.00	510089	
JEFFERSON CTY. TAX OFFICE	22.00	510090	
VOYAGER FLEET SYSTEM, INC.	27,015.30	510112	
BUMPER TO BUMPER	862.66	510117	
AIRPORT GULF TOWING LLC	125.00	510123	
ROBERT'S TEXACO XPRESS LUBE	98.00	510135	
ADVANCE AUTO PARTS	120.88	510156	
SILSBEE FORD INC	161.70	510162	
CINTAS CORPORATION	29.90	510177	
FUNCTION 4 LLC	31.00	510182	51,407.41*
VETERANS SERVICE			
FUNCTION 4 LLC	62.00	510182	62.00*
			405,523.89**
MOSQUITO CONTROL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
JACK BROOKS REGIONAL AIRPORT	160.60	510037	
SANITARY SUPPLY, INC.	67.94	510051	
ACE IMAGEWEAR	65.32	510054	
UNITED PARCEL SERVICE	22.74	510071	
FUNCTION 4 LLC	31.00	510182	
O'REILLY AUTO PARTS	382.85	510190	
AERO PERFORMANCE	80.61	510233	811.06**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	510182	31.00**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	9,945.34	510206	9,945.34**
LAW LIBRARY FUND			
FUNCTION 4 LLC	31.00	510182	31.00**
ENVIRONMENTAL GRANTS/H2O			
CITIBANK NA	437.81	510239	437.81**
EMPG GRANT			
SOUTHEAST TEXAS WATER	43.95	510061	
VERIZON WIRELESS	78.42	510094	
FUNCTION 4 LLC	31.00	510182	
WALMART CAPITAL ONE	181.24	510219	334.61**
JUVENILE PROB & DET. FUND			
HAYS COUNTY	7,750.00	510075	
VERIZON WIRELESS	65.13	510095	
GRAYSON COUNTY DEPT OF JUVENILE	8,060.00	510170	15,875.13**
GRANT A STATE AID			
BI INCORPORATED	124.00	510084	
GRAYSON COUNTY DEPT OF JUVENILE	2,234.82	510170	
TCSI, LLC	4,521.78	510209	6,880.60**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	42.65	510098	
JCCSC	300.00	510148	
FUNCTION 4 LLC	62.00	510182	
LLOYD GOSSELINK ROCHELLE & TOWNSEND	1,984.00	510191	
CHARTER COMMUNICATIONS	121.42	510227	
CITIBANK NA	14.62	510239	
BAK GLOBAL LLC	150.00	510240	2,674.69**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC	31.00	510182	31.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	31.00	510182	31.00**
SHERIFF'S TRAINING GRANT			
EAN SERVICES LLC	989.00	510167	989.00**
LAW OFFICER TRAINING GRT			
BEAUMONT TROPHIES	92.90	510010	
WALMART CAPITAL ONE	62.78	510219	
CITIBANK NA	93.74	510239	249.42**
COUNTY CLERK - RECORD MGT			

NAME	AMOUNT	CHECK NO. ³¹²	TOTAL ³¹²
FILEX SYSTEMS, INC.	1,204.99	510149	1,204.99**
COUNTY CLK RECORDS ARCHIV			
KOFILE TECHNOLOGIES INC	107,191.03	510152	107,191.03**
REGIONAL COMM. SAVNS			
APPRISS INSIGHTS, LLC	7,350.79	510222	7,350.79**
COUNTY RECORDS MANAGEMENT			
HHM & ASSOCIATES, INC.	3,611.43	510213	3,611.43**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	1,139.77	510038	1,139.77**
HOTEL OCCUPANCY TAX FUND			
CASH ADVANCE ACCOUNT	382.61	510038	
AT&T	97.16	510064	
DISH NETWORK	133.37	510130	
FUNCTION 4 LLC	31.00	510182	644.14**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	62.00	510182	62.00**
CAPITAL PROJECTS FUND			
TIM RICHARDSON	9,000.00	510161	9,000.00**
AIRPORT FUND			
W.W. GRAINGER, INC.	631.15	510031	
ENERGY	23.55	510035	
PHILPOTT MOTORS, INC.	182.34	510042	
AT&T	471.82	510064	
UNITED STATES POSTAL SERVICE	2.15	510098	
LOWE'S HOME CENTERS, INC.	112.35	510104	
INTERSTATE ALL BATTERY CENTER - BMT	999.90	510140	
FUNCTION 4 LLC	62.00	510182	
TITAN AVIATION FUELS	82,194.81	510195	
CHARMAINE JOHNSON	22.93	510244	84,703.00**
AIRPORT IMPROVE. GRANTS			
N&T CONSTRUCTION COMPANY, INC.	182,069.14	510000	
GARVER LLC	120,357.12	510146	
TOLUNAY-WONG ENGINEERS INC	3,861.50	510147	306,287.76**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	26,166.76	510121	
RELIANCE STANDARD LIFE INSURANCE	6,253.76	510124	
EXPRESS SCRIPTS INC	149,828.79	510188	
NEUROMUSCULAR CORPORATE SOLUTIONS	19,350.00	510198	
BAY BRIDGE ADMINISTRATORS LLC	195,480.25	510212	397,079.56**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,901.79	509978	
CLEAT	324.00	509979	
JEFFERSON CTY. TREASURER	12,096.96	509980	
RON STADTMUELLER - CHAPTER 13	182.31	509981	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,680.00	509982	
JEFFERSON CTY. COMMUNITY SUP.	6,944.95	509983	
JEFFERSON CTY. TREASURER - HEALTH	549,260.65	509984	
JEFFERSON CTY. TREASURER - GENERAL	45.00	509985	
JEFFERSON CTY. TREASURER - PAYROLL	2,018,155.04	509986	
JEFFERSON CTY. TREASURER - PAYROLL	689,493.92	509987	
MONY LIFE INSURANCE OF AMERICA	43.86	509988	

NAME	AMOUNT	CHECK NO. 313	TOTAL
POLICE & FIRE FIGHTERS' ASSOCIATION	1,653.19	509989	
JEFFERSON CTY. TREASURER - TCDRS	794,867.28	509990	
JEFFERSON COUNTY TREASURER	3,046.52	509991	
JEFFERSON COUNTY - TREASURER -	8,406.36	509992	
NECHES FEDERAL CREDIT UNION	32,852.99	509993	
JEFFERSON COUNTY - NATIONWIDE	56,280.55	509994	
SBA - U S DEPARTMENT OF TREASURY	295.06	509995	
INVESCO INVESTMENT SERVICES, INC	541.66	509996	
LANGUAGE ACCESS FUND			4,193,072.09**
RUBEN ZAPATA	400.00	510242	400.00**
ARPA CORONAVIRUS RECOVERY			
SILSBEE FORD INC	5,035.55	510162	5,035.55**
GLO DISASTER RECOVERY			
TEXAS DEPT OF TRANSPORTATION	200,000.00	510067	
FREESE AND NICHOLS, INC	3,684.15	510220	203,684.15**
MARINE DIVISION			
ENTERGY	663.23	510033	
JACK BROOKS REGIONAL AIRPORT	1,377.59	510037	
CASH ADVANCE ACCOUNT	236.00	510038	
AT&T	108.70	510064	
VERIZON WIRELESS	37.99	510093	2,423.51**
2022 PORT SECURITY GRANT			
HELICOPTER INSTITUTE INC	26,900.00	510186	26,900.00**
			5,950,324.37***



PROCLAMATION

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 19 day of September, 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 Proclamation was adopted:

SETX Veteran Stand Down

Whereas, The Southeast Texas Stand Down Committee, in partnership with the 501(c)(3) non-profit, veteran organization Southeast Texas Veterans4Veterans, will hold a Southeast Texas Stand Down for homeless veterans, veterans, their families, & others in need, and;

Whereas, Stand Down is a term used in times of war in which exhausted combat units come off the battlefield to rest and recover in a place of safety, and;

Whereas, according to the U.S. Department of Veteran Affairs, the first Stand Down was organized in 1988 by a group of Vietnam Veterans in San Diego, and;

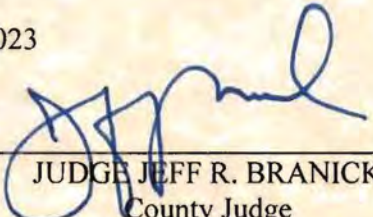
Whereas, today, Stand Down also refers to a community-based program that provides and assists those veterans experiencing homeless and/or near-homeless transition to community living by providing access to human services agencies, including benefits counseling (Social Security and Veterans), employment and training assistance, health care screenings, housing services, legal assistance, mental health treatment and substance abuse counseling, and;

Whereas, Stand Downs have been used as effective tools in reaching out to hundreds of Southeast Texas veterans every year experiencing homelessness, near homelessness, and their family members, and;

Whereas, the next Southeast Texas Veteran Stand Down will be held September 22, 2023 at the Beaumont Civic Center, Beaumont, TX, and;

Now, therefore be it resolved that the Commissioners Court of Jefferson County hereby supports these Stand Down events as a positive way to engage our communities and their resources in assisting our local veterans and their families; and designates September 22, 2023 as "Veteran Stand Down Day" in Jefferson County.

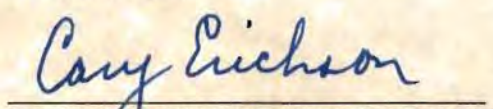
Signed this 19 day of September, 2023



 JUDGE JEFF R. BRANICK
 County Judge



 COMMISSIONER VERNON PIERCE
 Precinct No. 1



 COMMISSIONER CARY ERICKSON
 Precinct No. 2



 COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3



 COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4



DEMOLITION WAIVER

City of Port Arthur
Development Services—Demolition Division
300 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County et al, am the owner of a Residence
(Owner's Name) (Description of Building(s))

at 3312 12th Street, legally described as N 1/2 Lot 7 Block 595 Model Addition
(Street Address) (Legal Description)

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s): [Handwritten Signature]

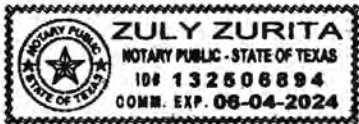
Mailing Address: _____

Telephone Number(s): _____

SUBSCRIBED AND SWORN BEFORE ME THIS 20 DAY OF Sept, 2023

[Handwritten Signature]
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: 06/04/2024



ATTEST [Handwritten Signature]
DATE 9-19-2023

THURMAN BILL BARTIE, MAYOR
TIFFANY HAMILTON, MAYOR PRO TEM



RONALD BURTON
CITY MANAGER

SHERRI BELLARD, TRMC
CITY SECRETARY

VAL TIZENO
CITY ATTORNEY

COUNCIL MEMBERS:
WILLIE BAE LEWIS
DONEANE BECKCOM
HAROLD L. DOUCET, SR.
THOMAS KINLAW III
DONALD FRANK, SR.

August 31, 2023

Jefferson County Et Al
1149 Pearl Street
Beaumont, Texas 77701-3638

RE: 3312 12TH STREET (RESIDENCE); N ½ LOT 7 BLOCK 595 MODEL ADDITION

Dear Jefferson County Et Al.,

The City of Port Arthur initially red-tagged the **Residence** at this location on August 29, 2023; and notified the owner of the unsafe and substandard condition of the building. The **Residence** is in serious disrepair. It is a safety hazard and an eyesore.

As the 101 letter states, you can demolish it yourself, or you can sign and return the enclosed waiver, thereby giving the City of Port Arthur permission to demolish it. If you choose the second option, we will need a copy of your deed and the waiver must be signed in the presence of a notary. We will notify you of the cost of demolition when we obtain bids for the work.

Please contact our office immediately to address this issue. You may call me at 409-983-8209 or email me at Sharon.flanagan@portarthurtx.gov if you have questions or need further information.

Sincerely,


Sharon Flanagan
Demolition Supervisor

Attachments: Waiver

C: Ronnie Mickens, Demolition Inspector
Earl Brown, Sr., Demolition Inspector

**FIRST CONTRACT RENEWAL
PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

Contract No. 20222344900-412-01

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Insights, LLC ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS Jefferson County as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. 20222344900-412-01 under which VENDOR would provide SAVNS to Jefferson County (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the Jefferson County to, in its sole and absolute discretion, renew the Contract, for one (1) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2024;

NOW, THEREFORE, THIS **FIRST CONTRACT RENEWAL** is exercised by Jefferson County as follows:

The Contract terminated on August 31, 2023. The Contract is hereby renewed, with this First Contract Renewal Term ("First Renewal Term") to begin on September 1, 2023 and end of August 31, 2024. Pursuant to Section 1 of the Contract, this First Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

Jefferson County by:

Signature

Name



Date

Title

[Handwritten Signature]

Jeff Branick

9/19/23

County Judge

Acknowledged by Appriss Insights, LLC

ATTEST

DATE

[Handwritten Signature]

9-19-2023

[Handwritten Signature]

Signature

Name Jarrod Carnahan

9/11/23

Date

Title VP, Government & Vine Services

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PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE
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Jefferson County by:



Signature

9-19-2023

Date





Name

9-19-23 Jefferson

Title County Clerk

Acknowledged by Appriss Insights, LLC



9/11/23

Signature

Date

Name Jarrod Carnahan

Title VP, Government & Vine Services

WHEREAS, Gift of Life has helped diagnose breast cancer in more than **275** women through its lifesaving medical services; and

WHEREAS, Gift of Life will host the **13th Annual Julie Richardson Procter 5K Ribbon Run *Monster Dash*** in Downtown Beaumont on **Saturday, October 28** to heighten awareness of breast and ovarian cancer throughout Southeast Texas while also raising funds for its provision of prevention and educational outreach; and

NOW, THEREFORE BE IT RESOLVED, the Commissioners Court of Jefferson County, does hereby proclaim **Tuesday, September 19**, as Gift of Life Breast & Ovarian Cancer Awareness Day in Jefferson County, and also urges all women in our county to pursue preventative health practices and early detection efforts.


IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Office of County Judge of Jefferson County, Texas to be affixed this **19th** day of **September 2023**.

Signed this 19 day of September, 2023

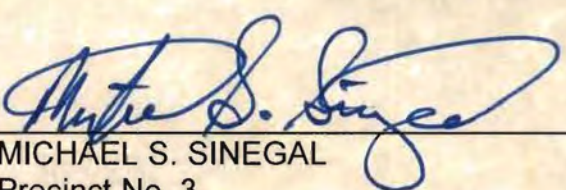


 JUDGE JEFF R. BRANICK
 County Judge







 COMMISSIONER VERNON PIERCE
 Precinct No. 1



 MICHAEL S. SINEGAL
 Precinct No. 3



 COMMISSIONER CARY ERICKSON
 Precinct No. 2



 COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.



Signed this 19th day of September, 2023.

Jeff Branick
JEFF R. BRANICK
County Judge

Vernon Pierce
COMMISSIONER VERNON PIERCE
Precinct No. 1

Michael S. Sinegal
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

Cary Erickson
COMMISSIONER CARY ERICKSON
Precinct No. 2

Everette D. Alfred
COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

ATTEST [Signature]
DATE 9-19-2023

TRIANGLE STORAGE

ZONE 2023 BOUNDARY



323

3000 ft

orth

GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE
LATITUDE AND LONGITUDE OF BOUNDARY

OID_	LAT	LONG	LAT_DMS	LONG_DMS
1	30.02577203	-94.07493341	30° 01' 32.77929720" N	094° 04' 29.76029040" W
2	30.02382416	-94.0737189	30° 01' 25.76696520" N	094° 04' 25.38805440" W
3	30.01934877	-94.07599953	30° 01' 09.65556480" N	094° 04' 33.59831520" W
4	30.0162643	-94.07597435	30° 00' 58.55147280" N	094° 04' 33.50765280" W
5	30.01575218	-94.07655606	30° 00' 56.70784800" N	094° 04' 35.60181960" W
6	30.02289483	-94.08101592	30° 01' 22.42137360" N	094° 04' 51.65730120" W
7	30.02415855	-94.07834447	30° 01' 26.97078000" N	094° 04' 42.04011000" W
8	30.02879873	-94.08122891	30° 01' 43.67543160" N	094° 04' 52.42407600" W
9	30.02632595	-94.08648208	30° 01' 34.77342360" N	094° 05' 11.33549520" W
10	30.02665149	-94.08668447	30° 01' 35.94535320" N	094° 05' 12.06409200" W
11	30.02912427	-94.08143129	30° 01' 44.84738280" N	094° 04' 53.15262960" W
12	30.02922894	-94.08120892	30° 01' 45.22417320" N	094° 04' 52.35212280" W
13	30.02426361	-94.07812237	30° 01' 27.34900320" N	094° 04' 41.24053560" W
15	30.01654966	-94.07705066	30° 00' 59.57875800" N	094° 04' 37.38237960" W
16	30.01504447	-94.08024822	30° 00' 54.16008480" N	094° 04' 48.89360640" W
17	30.01417418	-94.07970615	30° 00' 51.02705880" N	094° 04' 46.94213280" W
18	30.01295747	-94.08229072	30° 00' 46.64689200" N	094° 04' 56.24657760" W
19	30.01416262	-94.08325705	30° 00' 50.98543560" N	094° 04' 59.72536920" W
20	30.01485603	-94.08178412	30° 00' 53.48171880" N	094° 04' 54.42282480" W
21	30.01446683	-94.08154168	30° 00' 52.08057720" N	094° 04' 53.55006240" W
22	30.01506864	-94.08026328	30° 00' 54.24710760" N	094° 04' 48.94780800" W
23	30.01657384	-94.07706569	30° 00' 59.66583120" N	094° 04' 37.43649480" W



STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the “AGREEMENT”) is made and entered into by and between Jefferson County (hereinafter sometimes referred to as “the COUNTY”), and Golden Triangle Storage, LLC. (hereinafter sometimes referred to as “GTS” or “OWNER”).

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Golden Triangle Storage 2023 Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated September 19, 2023 (hereinafter referred to as the “REINVESTMENT ZONE”); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit “A” attached hereto and which will involve construction of an underground storage cavern and related improvements (hereinafter referred to collectively as the “PROJECT”); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit “C.” It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not

integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

“Payment in Lieu of Taxes”. If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2026 and shall terminate on December 31, 2035, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2024, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule," OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter, 2025, maintain a level of not less than two (2) new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of June 1, 2023 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below two (2) full-time jobs for total on site employment by owner during said term. In the event that such employment falls below two (2) full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s
 A2 = revised Abatement \$s
 E1 = 2 full-time jobs
 E2 = revised employee count
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$45 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
- i. “Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include only those located or having a principal office in Jefferson County. “Local subcontractors” shall include only those located or having a principal office in Jefferson County.
 - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER’S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this “buy local” provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
 - iii. OWNER agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;
- h. OWNER will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with

an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

- i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
 - i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
 - ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
 - iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
 - iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local

and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREE Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

- o. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors. OWNER will contractually cause its general/prime contractor to comply with the requirement of subparagraphs f, i, j, k, l, m, n, and o, and to cooperate with OWNER to comply with subparagraph g, of this Section 5. Upon written request from the County after OWNER signs its EPC agreement with its general/prime contractor ("EPC Agreement"), Owner will

provide a redacted copy of the EPC Agreement to include the portions of the EPC Agreement which illustrate compliance with the prior sentence of this paragraph.

- p. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2023 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that they have received certified appraisal value for this property, as calculated by the Jefferson County Central Appraisal District.

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the “Affected Party”) shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A “Force Majeure Event” means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that “Force Majeure Event” does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days’ written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above.

14. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

15. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER: David Saindon
Golden Triangle Storage LLC
919 Milam Street, Suite 2425
Houston, Texas 77002
dsaindon@calichestorage.com

With a copy to: John Johnson
Griffith Moseley Johnson
2901 Turtle Creek Drive, Suite 445
Port Arthur, Texas 77642
jjohnson@gmjinc.com

COUNTY: Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466

(409) 839-2311 (facsimile)

With a copy to:

Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE


This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 19 day of Sept, 2023.

FOR THE COUNTY:


Hon. Jeff R. Branick, County Judge
Jefferson County, Texas



FOR OWNER:


ATTEST 
DATE 9-19-2023

EXHIBIT A "Description of Project"

The proposed project is a facility to CONSTRUCT:

Golden Triangle Storage Phase I

An underground storage cavern and a new control building. The estimated investment is \$45 million with 2 new permanent full-time employees and 40 peak construction jobs. The cavern is intended to store helium assets, which requires a trucking terminal for distribution (which is being developed by a strategic partner and is the subject of a separate agreement).

“Tax Abatement Schedule”

Tax Year		Abatement Percentage
1	2026	85%
2	2027	85%
3	2028	85%
4	2029	85%
5	2030	85%
6	2031	85%
7	2032	85%
8	2033	85%
9	2034	85%
10	2035	85%

EXHIBIT B “Base Year Property”

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

EXHIBIT C – “Reinvestment Zone Order”

EXHIBIT D – “List of HUB/ DBE Companies”

Property Owner may acknowledge the County has previously provided this.

Exhibit "E"

Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

EXHIBIT "F" - AFFILIATES OF OWNER



STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE
 GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the “AGREEMENT”) is made and entered into by and between Jefferson County (hereinafter sometimes referred to as “the COUNTY”), and Golden Triangle Storage, LLC. (hereinafter sometimes referred to as “GTS” or “OWNER”).

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Golden Triangle Storage 2023 Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated September 19, 2023 (hereinafter referred to as the “REINVESTMENT ZONE”); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit “A” attached hereto and which will involve construction of two underground storage caverns and related improvements (hereinafter referred to collectively as the “PROJECT”); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit “C.” It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project,

and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of

electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

“Payment in Lieu of Taxes”. If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2027 and shall terminate on December 31, 2036, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2025, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: "Tax Abatement Schedule," OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter, 2026, maintain a level of not less than three (3) new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of June 1, 2023 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below three (3) full-time jobs for total on site employment by owner during said term. In the event that such employment falls below three (3) full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s
 A2 = revised Abatement \$s
 E1 = 3 full-time jobs
 E2 = revised employee count
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$125 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;

- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
 - i. “Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include only those located or having a principal office in Jefferson County. “Local subcontractors” shall include only those located or having a principal office in Jefferson County.
 - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER’S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this “buy local” provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
 - iii. OWNER agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;

- h. **OWNER will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas.** As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

- i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
- i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
 - ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
 - iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
 - iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of

HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREE Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

- o. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT. OWNER will contractually cause its general/prime contractor to comply with the requirement of subparagraphs f, i, j, k, l, m, n, and o, and to cooperate with OWNER to comply with subparagraph g, of this Section 5. Upon written request from the County after OWNER signs its EPC agreement with its general/prime contractor ("EPC Agreement"), Owner will provide a redacted copy of the EPC Agreement to include the portions of the EPC Agreement which illustrate compliance with the prior sentence of this paragraph.

- o.
- p. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2023 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that they have received certified appraisal value for this property, as calculated by the Jefferson County Central Appraisal District.

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the “Affected Party”) shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A “Force Majeure Event” means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that “Force Majeure Event” does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days’ written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above.

14. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

15. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER: David Saindon
Golden Triangle Storage LLC
919 Milam Street, Suite 2425
Houston, Texas 77002
dsaindon@calichestorage.com

With a copy to: John Johnson
Griffith Moseley Johnson
2901 Turtle Creek Drive, Suite 445
Port Arthur, Texas 77642
jjohnson@gmjinc.com

COUNTY: Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466

(409) 839-2311 (facsimile)

With a copy to:

Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

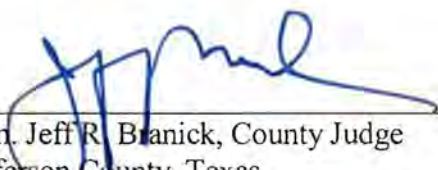
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 19 day of Sept, 2023.

FOR THE COUNTY:



Hon. Jeff R. Branick, County Judge
Jefferson County, Texas



ATTEST 
DATE 9-19-2023

FOR OWNER:

EXHIBIT A "Description of Project"

The proposed project is a facility to CONSTRUCT:

Golden Triangle Storage Phase 2

Two underground storage caverns with an estimated investment of \$125 million with 3 new permanent full-time employees and 40 peak construction jobs.

“Tax Abatement Schedule”

Tax Year		Abatement Percentage
1	2027	85%
2	2028	85%
3	2029	85%
4	2030	85%
5	2031	85%
6	2032	85%
7	2033	85%
8	2034	85%
9	2035	85%
10	2036	85%

EXHIBIT B “Base Year Property”

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

EXHIBIT C – “Reinvestment Zone Order”

EXHIBIT D – “List of HUB/ DBE Companies”

Property Owner may acknowledge the County has previously provided this.

Exhibit "E"

Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

EXHIBIT "F" - AFFILIATES OF OWNER



STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the “AGREEMENT”) is made and entered into by and between Jefferson County (hereinafter sometimes referred to as “the COUNTY”), and Golden Triangle Storage, LLC. (hereinafter sometimes referred to as “GTS” or “OWNER”).

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Golden Triangle Storage 2023 Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated September 19, 2023 (hereinafter referred to as the “REINVESTMENT ZONE”); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit “A” attached hereto and which will involve construction of an underground storage cavern and related improvements (hereinafter referred to collectively as the “PROJECT”); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit “C.” It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not

integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

“Payment in Lieu of Taxes”. If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2028 and shall terminate on December 31, 2037, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2026, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule," OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter, 2027, maintain a level of not less than one (1) new full-time job (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of June 1, 2023 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below one (1) full-time job for total on site employment by owner during said term. In the event that such employment falls below one (1) full-time job for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s
 A2 = revised Abatement \$s
 E1 = 1 full-time jobs
 E2 = revised employee count
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$35 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
- i. “Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include only those located or having a principal office in Jefferson County. “Local subcontractors” shall include only those located or having a principal office in Jefferson County.
 - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER’S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this “buy local” provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
 - iii. OWNER agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;
- h. OWNER will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with

an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

- i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
 - i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
 - ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
 - iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
 - iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local

and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREE Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

- o. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors. OWNER will contractually cause its general/prime contractor to comply with the requirement of subparagraphs f, i, j, k, l, m, n, and o, and to cooperate with OWNER to comply with subparagraph g, of this Section 5. Upon written request from the County after OWNER signs its EPC agreement with its general/prime contractor ("EPC Agreement"), Owner will

provide a redacted copy of the EPC Agreement to include the portions of the EPC Agreement which illustrate compliance with the prior sentence of this paragraph.

- p. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

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During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
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The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2023 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that they have received certified appraisal value for this property, as calculated by the Jefferson County Central Appraisal District.

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

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The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above.

14. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

15. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER: David Saindon
Golden Triangle Storage LLC
919 Milam Street, Suite 2425
Houston, Texas 77002
dsaindon@calichestorage.com

With a copy to: John Johnson
Griffith Moseley Johnson
2901 Turtle Creek Drive, Suite 445
Port Arthur, Texas 77642
jjohnson@gmjinc.com

COUNTY: Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466

(409) 839-2311 (facsimile)

With a copy to:

Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

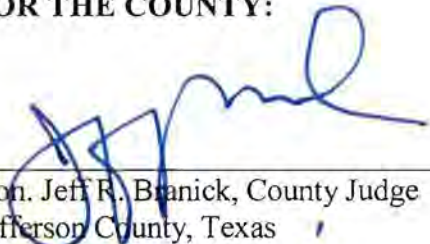
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 19 day of Sept, 2023.

FOR THE COUNTY:



Hon. Jeff R. Branick, County Judge
Jefferson County, Texas



FOR OWNER:

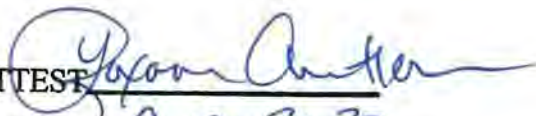
ATTEST 
DATE 9-19-2023

EXHIBIT A “Description of Project”

The proposed project is a facility to CONSTRUCT:

Golden Triangle Storage Phase 3

An underground storage cavern with an estimated investment of \$35 million with 1 new permanent full-time employee and 40 peak construction jobs

“Tax Abatement Schedule”

Tax Year		Abatement Percentage
1	2028	85%
2	2029	85%
3	2030	85%
4	2031	85%
5	2032	85%
6	2033	85%
7	2034	85%
8	2035	85%
9	2036	85%
10	2037	85%

EXHIBIT B “Base Year Property”

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

EXHIBIT C – “Reinvestment Zone Order”

EXHIBIT D – “List of HUB/ DBE Companies”

Property Owner may acknowledge the County has previously provided this.

Exhibit "E"

Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

EXHIBIT "F" - AFFILIATES OF OWNER



STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the “AGREEMENT”) is made and entered into by and between Jefferson County (hereinafter sometimes referred to as “the COUNTY”), and Golden Triangle Storage, LLC. (hereinafter sometimes referred to as “GTS” or “OWNER”).

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Golden Triangle Storage 2023 Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated September 19, 2023 (hereinafter referred to as the “REINVESTMENT ZONE”); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit “A” attached hereto and which will involve construction of an underground storage cavern and related improvements (hereinafter referred to collectively as the “PROJECT”); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit “C.” It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not

integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

“Payment in Lieu of Taxes”. If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2029 and shall terminate on December 31, 2038, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2027, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule," OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter, 2028, maintain a level of not less than one (1) new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of June 1, 2023 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below one (1) full-time jobs for total on site employment by owner during said term. In the event that such employment falls below one (1) full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s
 A2 = revised Abatement \$s
 E1 = 1 full-time jobs
 E2 = revised employee count
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$75 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
- i. “Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include only those located or having a principal office in Jefferson County. “Local subcontractors” shall include only those located or having a principal office in Jefferson County.
 - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER’S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this “buy local” provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
 - iii. OWNER agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;
- h. OWNER will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with

an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

- i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
 - i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
 - ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
 - iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
 - iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local

and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
- o. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors. OWNER will contractually cause its general/prime contractor to comply with the requirement of subparagraphs f, i, j, k, l, m, n, and o, and to cooperate with OWNER to comply with subparagraph g, of this Section 5. Upon written request from the County after OWNER signs its EPC agreement with its general/prime contractor ("EPC Agreement"), Owner will provide a redacted copy of the EPC Agreement to include the portions of the EPC Agreement which illustrate compliance with the prior sentence of this paragraph.

- o. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.
- p. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2023 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that they have received certified appraisal value for this property, as calculated by the Jefferson County Central Appraisal District.

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above.

14. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

15. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER: David Saindon
Golden Triangle Storage LLC
919 Milam Street, Suite 2425
Houston, Texas 77002
dsaindon@calichestorage.com

With a copy to: John Johnson
Griffith Moseley Johnson
2901 Turtle Creek Drive, Suite 445
Port Arthur, Texas 77642
jjohnson@gmjinc.com

COUNTY: Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466

(409) 839-2311 (facsimile)

With a copy to:

Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

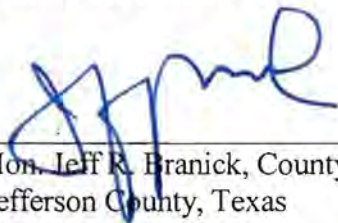
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 19 day of Sept, 2023.

FOR THE COUNTY:



Hon. Jeff R. Branick, County Judge
Jefferson County, Texas



FOR OWNER:


ATTEST 
DATE 9-19-2023

EXHIBIT A "Description of Project"

The proposed project is a facility to CONSTRUCT:

Golden Triangle Storage Phase 4

An underground storage cavern with an estimated investment is \$75 million with 40 peak construction jobs.

“Tax Abatement Schedule”

Tax Year		Abatement Percentage
1	2029	85%
2	2030	85%
3	2031	85%
4	2032	85%
5	2033	85%
6	2034	85%
7	2035	85%
8	2036	85%
9	2037	85%
10	2038	85%

EXHIBIT B “Base Year Property”

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

EXHIBIT C – “Reinvestment Zone Order”

EXHIBIT D – “List of HUB/ DBE Companies”

Property Owner may acknowledge the County has previously provided this.

Exhibit "E"

Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

EXHIBIT "F" - AFFILIATES OF OWNER



STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE ~~E~~E
 GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the “AGREEMENT”) is made and entered into by and between Jefferson County (hereinafter sometimes referred to as “the COUNTY”), and Linde, Inc. (hereinafter sometimes referred to as “LINDE” or “OWNER”).

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Golden Triangle Storage 2023 Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated September 19, 2023 (hereinafter referred to as the “REINVESTMENT ZONE”); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit “A” attached hereto and which will involve construction and operation of a trucking terminal to facilitate the receipt and distribution of helium assets stored in an underground cavern developed, owned and operated by GTS (hereinafter referred to collectively as the “PROJECT”); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit “C.” It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not

integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

“Payment in Lieu of Taxes”. If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by all parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2027 and shall terminate on December 31, 2036, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2025, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT A "Tax Abatement Schedule," OWNER and EPC shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter 2026), maintain a level of not less than 10 new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of the date this AGREEMENT is executed as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 10 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 10 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s
 A2 = revised Abatement \$s
 E1 = 10 full-time jobs
 E2 = revised employee count
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment of \$115 million.
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
- i. “Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include only those located or having a principal office in Jefferson County. “Local subcontractors” shall include only those located or having a principal office in Jefferson County.
 - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER’S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this “buy local” provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
 - iii. OWNER agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;
- h. OWNER/EPC will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13)

with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

- i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
 - i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
 - ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
 - iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
 - iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local

and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
- o. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT. OWNER will contractually cause its general/prime contractor to comply with the requirement of subparagraphs f, i, j, k, l, m, n, and o, and to cooperate with OWNER to comply with subparagraph g, of this Section 5. Upon written request from the County after OWNER signs its EPC agreement with its general/prime contractor ("EPC Agreement"), Owner will provide a redacted copy of the EPC Agreement to include the portions of the EPC Agreement which illustrate compliance with the prior sentence of this paragraph.
- p. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2023 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its *ad valorem* taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that they have received certified appraisal value for this property, as calculated by the Jefferson County Central Appraisal District.

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2027 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable

diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the “Affected Party”) shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A “Force Majeure Event” means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that “Force Majeure Event” does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

Notwithstanding any other provisions of this agreement to the contrary, it is distinctly understood between the parties hereto that:

- 1.) For any activity involved in the construction of the improvements contemplated by this agreement, and, unless such vendor, supplier, contractor or service is not available locally; and ,
- 2.) For any constituent good or product incorporated into the construction of the project;

The company must solicit and allow local vendors, contractors, suppliers and companies to bid on the provision of such goods and services from the outset of procurement for same.

FAILURE TO COMPLY WITH THESE PROVISIONS SHALL BE GROUNDS FOR THE JEFFERSON COUNTY COMMISSIONERS COURT, AFTER DUE CONSIDERATION, TO REDUCE THE PERCENTAGES AND YEARS OF THE TAX ABATEMENT. THESE OBLIGATIONS ARE NON-DELEGABLE TO THE PARTIES HERETO AND NONE OF THE OBLIGATIONS MAY BE CONTRACTED AWAY

WITH THE EPC CONTRACTOR OR OTHERS. THE RECIPIENT OF AN ABATEMENT AGREEMENT WILL, IF REQUESTED, PROVIDE THE COMMISSIONERS COURT WITH RELEVANT PORTIONS OF ITS CONTRACT WITH THE EPC THAT REQUIRES FULL COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE AGREEMENT

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above.

14. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

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Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER: Mike Ashton, Manager-Gov't Affairs
1585 Sawdust Road, Suite 300

The Woodlands, Texas 77380

With a copy to: John Johnson
Griffith Moseley Johnson
2901 Turtle Creek Drive, Suite 445
Port Arthur, Texas 77642
jjohnson@gmjinc.com

COUNTY: Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

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any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

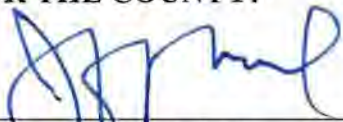
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 19th day of SEPT, 2023.

FOR THE COUNTY:



Hon. Jeff R. Branick, County Judge
Jefferson County, Texas



FOR OWNER:

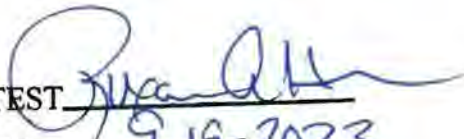
ATTEST 
DATE 9-19-2023

EXHIBIT A “Description of Project”

Trucking Terminal

The project will be the construction and operation of a trucking terminal to facilitate the receipt and distribution of helium assets stored in an underground cavern developed, owned and operated by GTS.

The estimated time to construct the facility is 24 months resulting in an operational startup during 2026. The estimated investment is \$115 million with 10 new permanent full-time and contractor employees and 135 peak construction jobs.

“Tax Abatement Schedule”

Tax Year		Abatement Percentage
1	2027	85%
2	2028	85%
3	2029	85%
4	2030	85%
5	2031	85%
6	2032	85%
7	2033	85%
8	2034	85%
9	2035	85%
10	2036	85%

EXHIBIT B “Base Year Property”

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

EXHIBIT C – “Reinvestment Zone Order”

EXHIBIT D – “List of HUB/ DBE Companies”

Property Owner may acknowledge the County has previously provided this.

Exhibit "E"

Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

EXHIBIT "F" - AFFILIATES OF OWNER

STATE OF TEXAS § IN THE COMMISSIONERS COURT
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312. 401 OF THE TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the Zero Parks 2023 reinvestment zone and facility in the Beaumont ETJ, TX a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby designates the property at 5160 N. Twin City Hwy, Nederland, TX (mailing purposes only), Jefferson County, Texas 77627, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone") (Pursuant to the directives of the Comptroller's office, all surveys must contain GPS coordinates for each point.)
- Section 2. That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas
- Section 4. That the Commissioners Court held a public hearing to consider this Order on the 7 day of August, 2023.

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 15 day of August, 2023.



Absent
JEFF R. BRANICK
County Judge

Vernon Pierce
COMMISSIONER VERNON PIERCE
Precinct No. 1

Michael S. Sinegal
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

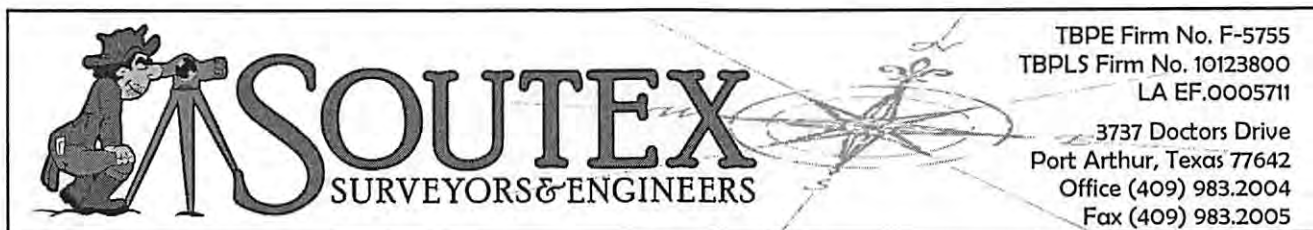
Cary Erickson
COMMISSIONER CARY ERICKSON
Precinct No. 2

Everette D. Alfred
COMMISSIONER EVERETTE D. ALFRED
Precinct No 4



ATTEST [Signature]
DATE 9-19-23

**ZERO PARKS 2023 REINVESTMENT ZONE
METES AND BOUNDS DESCRIPTION**



**26.617 (CALLED 26.618) ACRES OF LAND
 OUT OF DUPONT-BEAUMONT WORKS
 INDUSTRIAL PARK SUBDIVISION
 JEFFERSON COUNTY, TEXAS**

BEING 26.617 (Called 26.618) acres of land being All of Lot 11, Dupont-Beaumont Works Industrial Park Subdivision, recorded in File No. 2006048240, Official Public Records, Jefferson County, Texas, being part of a tract of land described in a deed to Jefferson Terminal South LLC, recorded in File No. 2022018289, Official Public Records, Jefferson County, Texas; said 26.617 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a ½" steel rod with a cap found for the most Southerly corner of said Lot 11, same being the Northeast corner of Lot 6 of said Dupont-Beaumont Works Industrial Park Subdivision on the West line of a (Called 11.84) acre tract of land described in a deed to Kansas City Southern Railway Company, recorded in File No. 2004000575, Official Public Records, Jefferson County, Texas and being the most Southerly corner of the herein described tract, having a Texas Coordinate of N: 13945587.94, E: 3544224.75;

THENCE, North, 47 deg., 47 min., 15 sec., West (Called North 44 deg., 07 min., 29 sec., West), on the common line of said Lots 6 & 11, a distance of 1035.51' (Called 1035.49') to a ½" steel rod with a red cap found for corner;

THENCE, North 47 deg., 45 min., 49 sec., West (Called North 44 deg., 07 min., 17 sec., West), continuing on the common line of said Lots 6 & 11, a distance of 180.50' to a ½" steel rod with a cap found for a common corner of Lots 11 & 29 of said Dupont-Beaumont Works Industrial Park Subdivision; said ½" steel rod being the most Westerly Southwest corner of the herein described tract;

THENCE, North 06 deg., 35 min., 43 min., East (Called North 10 deg., 16 min., 44 sec., East) on the common line of said Lots 11 & 29, a distance of 426.78' (Called 426.99') to a ½" steel rod, capped and marked "S&P Inc.", found for corner;

THENCE, North 30 deg., 14 min., 01 sec., East (Called North 33 deg., 53 min., 44 sec., East), continuing on the common line of said Lots 11 & 29, a distance of 824.51' (Called 824.22') to a ½" steel rod, capped and marked "S&P Inc.", found for corner;

THENCE, North 42 deg., 11 min., 04 sec., East (Called North 45 deg., 52 min., 44 sec., East), continuing on the common line of said Lots 11 & 29, a distance of 474.24' (Called 474.27') to a ½" steel rod, capped and marked "SOUTEX", set for a common corner of said Lots 11 & 29 on the West line of Lot 24 of said

Industrial Park Subdivision; said ½” steel rod being the most Northerly corner of the herein described tract;

THENCE, South 02 deg., 55 min., 15 sec., East (Called South 00 deg., 44 min., 52 sec., West), on a portion of the West line of said Lot 24, a portion of the West line of a (Called 934.0) acre tract of land described in a deed to the City of Nederland, recorded in Film Code 101-27-1067, Official Public Records, Jefferson County, Texas and a portion of the (Called 11.84) acre tract, a distance of 1088.28’ to a 1 ½” steel pipe found in concrete for corner;

THENCE, South 02 deg., 56 min., 15 sec., East (Called South 00 deg., 43 min., 52 sec., West), continuing on the West line of the (Called 11.84) acre tract, a distance of 1219.52’ (Called 1219.23’) to the **POINT OF BEGINNING** and containing 26.617 acres of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on May 11, 2023.

Jefferson Energy Companies
23-0295



Legend

ZERO PARKS 2023 RIZ



1000 ft

Google Earth
Image Landsat / Copernicus



Legend



2000 ft

ZERO PARKS 2023 RIZ
GENERAL VICINITY





STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE
ZERO PARKS 2023 REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Zero Parks Management, LLC. (hereinafter sometimes referred to as "ZERO" or "OWNER") and (Owner to designate), General contractor/Engineering and Procurement Company (hereinafter sometimes referred to as EPC).

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Zero Parks 2023 Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated August 1, 2023 (hereinafter referred to as the "REINVESTMENT ZONE"; and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a clean hydrogen infrastructure hub and related improvements (hereinafter referred to collectively as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is

attached hereto as Exhibit "C." It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE ZERO PARKS 2023 REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

"Abatement" means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

"Affiliate" of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

"Base Year Value" means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

"Base year", for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

"Ineligible Property" is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

"Eligible Property" means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

"New Eligible Property" means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

"Taxable Value" for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

"Completion" as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

"Full-time job", as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

"Payment in Lieu of Taxes". If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by all parties (which date is herein referred to as the "Effective Date"). Owner has represented that it will spend approximately \$213 million to construct the project. The term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2026 and shall terminate on December 31, 2034, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2025, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: "Tax Abatement Schedule," OWNER and EPC shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter 2025), maintain a level of not less than 17 new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of the date this AGREEMENT is executed as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 17 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 17 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s
 A2 = revised Abatement \$s
 E1 = 17 full-time jobs
 E2 = revised employee count
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$213 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;

- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, e.g., piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
 - i. "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.
 - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
 - iii. OWNER agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;

- h. OWNER/EPC will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

- i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
- i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
 - ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
 - iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
 - iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of

HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

- o. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.
- p. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2023 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its *ad valorem* taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that they have received certified appraisal value for this property, as calculated by the Jefferson County Central Appraisal District.

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written

notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

Notwithstanding any other provisions of this agreement to the contrary, it is distinctly understood between the parties hereto that:

- 1.) For any activity involved in the construction of the improvements contemplated by this agreement, and, unless such vendor, supplier, contractor or service is not available locally; and ,
- 2.) For any constituent good or product incorporated into the construction of the project;

The company must solicit and allow local vendors, contractors, suppliers and companies to bid on the provision of such goods and services from the outset of procurement for same.

FAILURE TO COMPLY WITH THESE PROVISIONS SHALL BE GROUNDS FOR THE JEFFERSON COUNTY COMMISSIONERS COURT, AFTER DUE CONSIDERATION, TO REDUCE THE PERCENTAGES AND YEARS OF THE TAX ABATEMENT. THESE OBLIGATIONS ARE NON-DELEGABLE TO THE PARTIES HERETO AND NONE OF THE OBLIGATIONS MAY BE CONTRACTED AWAY

WITH THE EPC CONTRACTOR OR OTHERS. THE RECIPIENT OF AN ABATEMENT AGREEMENT WILL, IF REQUESTED, PROVIDE THE COMMISSIONERS COURT WITH RELEVANT PORTIONS OF ITS CONTRACT WITH THE EPC THAT REQUIRES FULL COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE AGREEMENT

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above.

14. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

15. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER: _____

COUNTY: Hon. Jeff R. Branick, County Judge
 Jefferson County Texas
 P.O. Box 4025
 Beaumont, Texas 77704
 (409) 835-8466
 (409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney
 Criminal District Attorney
 1149 Pearl Street, 3rd Floor
 Beaumont, Texas 77701
 (409) 835-8550
 (409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
 First Assistant: Staff Attorney
 Jefferson County Courthouse
 P. O. Box 4025,
 Beaumont, Texas 77704
 (409) 835-8466
 (409) 839-2311 (facsimile)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 1 day of Aug, 2023.

FOR THE COUNTY:

Jeff R. Branick
Hon. Jeff R. Branick, County Judge
Jefferson County, Texas



FOR OWNER:

Chris Guinta
Chris Guinta
Authorized Signatory

ATTEST *[Signature]*
DATE 9-19-23

EXHIBIT A “Description of Project”

Hydrogen Production Facility

The Company is focused on developing clean hydrogen infrastructure hubs in strategic locations throughout the United States where it will use renewable energy to produce clean hydrogen. Hydrogen possesses many use cases, including refining, petrochemical, metals treating, fertilizer production as well as future applications, mobility (heavy transport), long-duration energy storage and others.

Hydrogen is one of the most promising emerging clean energy technologies that will enable decarbonization and the pursuit of net-zero emissions goals. Additionally, clean hydrogen has been identified as a key energy transition vector by governmental agencies throughout the world, including the United States Department of Energy.

The estimated time to construct the facility is 18 months resulting in an operational startup during 2025. The estimated investment is \$213 million with 17 new permanent full-time employees and 250 peak construction jobs.

"Tax Abatement Schedule"

Tax Year		Abatement Percentage
1	2026	100
2	2027	100
3	2028	100
4	2029	100
5	2030	90
6	2031	90
7	2032	90
8	2033	90
9	2034	90

EXHIBIT B "Base Year Property"

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

EXHIBIT C – “Reinvestment Zone Order”

EXHIBIT D – “List of HUB/ DBE Companies”

Property Owner may acknowledge the County has previously provided this.

Exhibit "E"

Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

EXHIBIT "F" - AFFILIATES OF OWNER



(OVER)
ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork July 1, 2023
Requested Permit Duration 5 Years Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) SEARCH will conduct an intensive pedestrian survey augmented by systematic shovel test excavation within the 300-foot wide proposed pipeline corridor where it crosses Jefferson County lands.

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SEARCH, Inc., Gainesville, FL
Permanent Curatorial Facility Center for Archaeological Studies (CAS), Texas State University

IV. LAND OWNER'S CERTIFICATION

I, JEFF R. DRANICK, as legal representative of the Land Owner, JEFFERSON COUNTY, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature [Signature] Date _____

V. SPONSOR'S CERTIFICATION

I, same as above, as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, same as above, as Principal Investigator employed by _____ (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.
Signature _____ Date _____

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

ATTEST [Signature]
DATE 9-13-23



TEXAS HISTORICAL COMMISSION

**ANTIQUITIES PERMIT APPLICATION FORM
ARCHEOLOGY**

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Katy Connector Pipeline
 County (ies) Jefferson
 USGS Quadrangle Name and Number Alligator Hole Marsh, 636
 UTM Coordinates Start: Zone 15R E 381649 N 3301729
 End: Zone 15R E 381950 N 3301723
 Location East of Boondocks Rd and SW of S Gulfway Dr, Jefferson County.
 Federal Involvement Yes No
 Name of Federal Agency Federal Energy Regulatory Commission
 Agency Representative Amanda Mardiney, Amanda.Mardiney@ferc.gov

II. OWNER (OR CONTROLLING AGENCY)

Owner Jefferson County
 Representative Ernest Clement
 Address _____
 City/State/Zip Waco, TX 76706
 Telephone (include area code) 409-835-8584 Email Address ernest.clement@jeffcotx.us

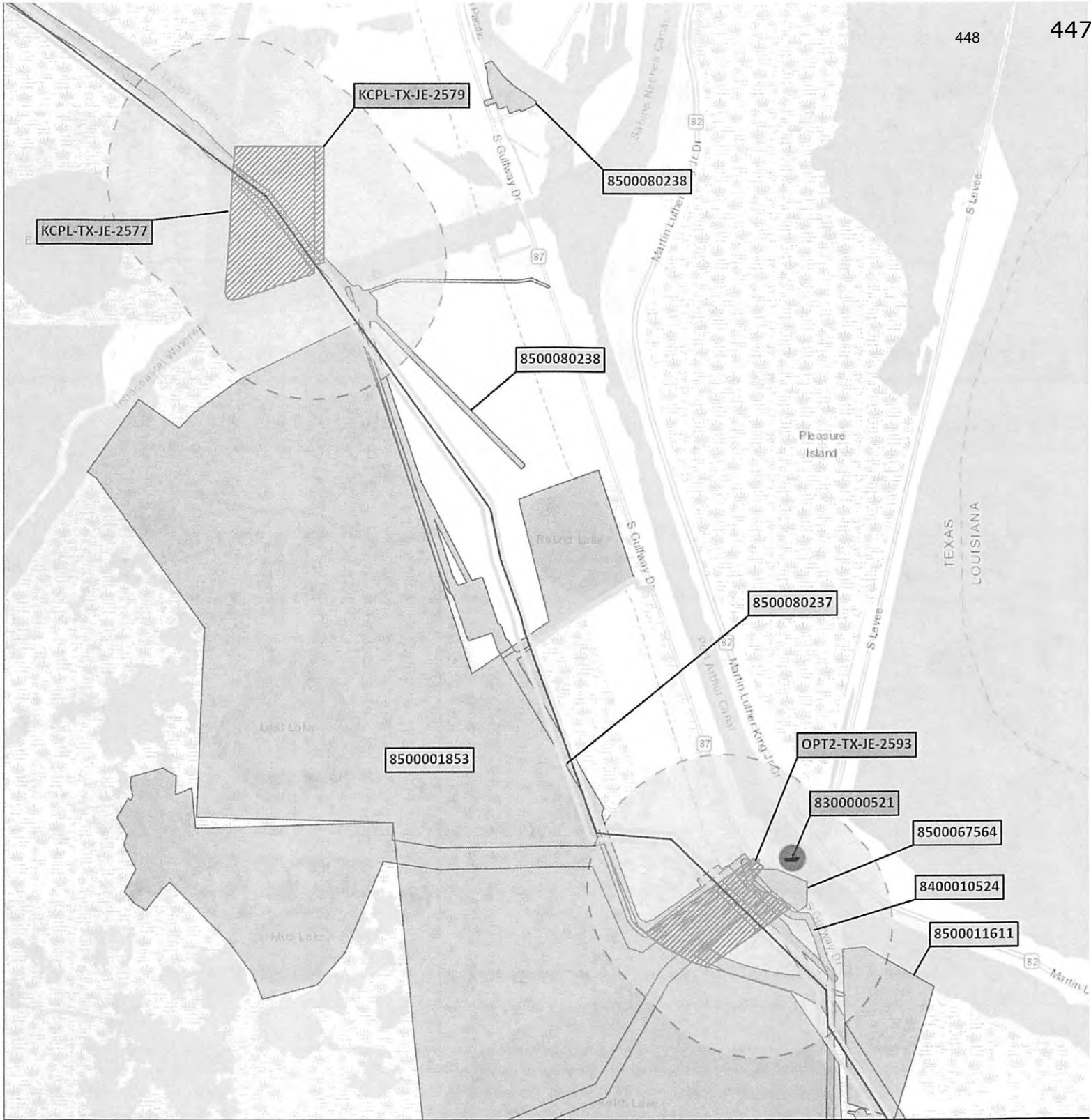
III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor KCPL LLC
 Representative Shauna Akers
 Address 2800 Post Oak Blvd
 City/State/Zip Houston, TX 77056
 Telephone (include area code) 832-277-6347 Email Address shauna.akers@williams.com

PROJECT INFORMATION

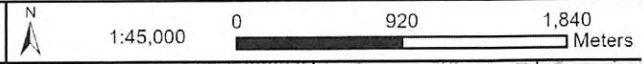
I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Joost Morsink, PhD
 Affiliation SEARCH Inc.
 Address 8600 Oak Street #2A
 City/State/Zip New Orleans, LA 70118
 Telephone (include area code) 504-291-6231 Email Address joost.morsink@searchinc.com

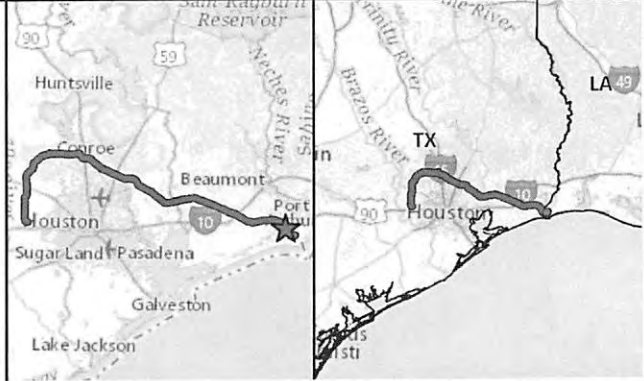


BURNS & MCDONNELL **SEARCH**

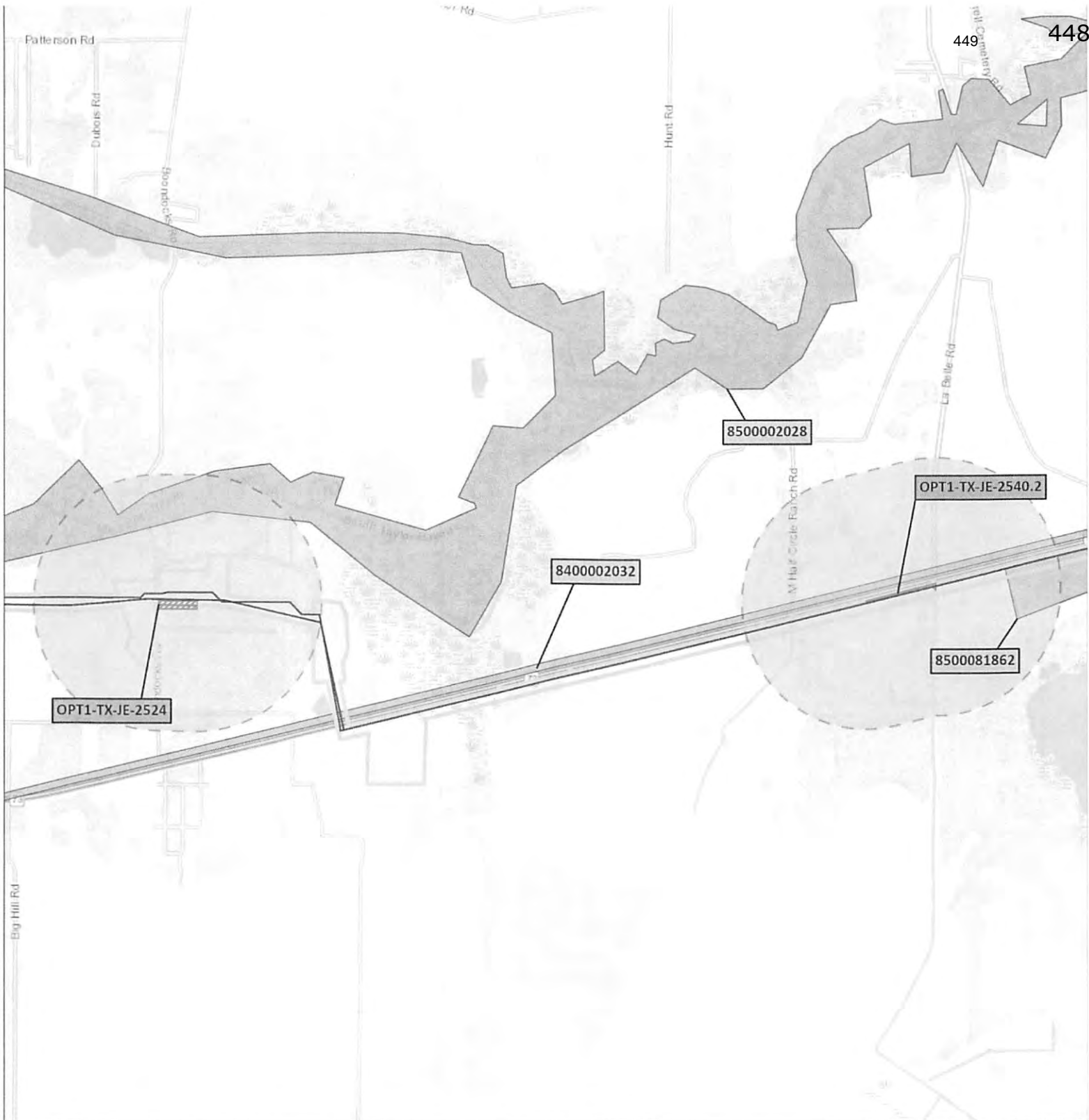
Katy Connector Pipeline










- Katy Connector Centerline
- Survey Corridor
- Antiquities Code Parcel
- 1 Kilometer Buffer
- Previous Cultural Resource Survey
- Shipwreck


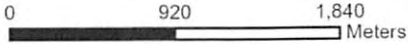


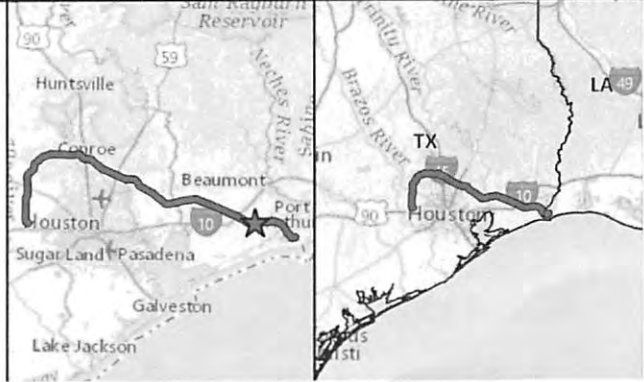
Texas Parks & Wildlife, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS, USGS The National Map, National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State (humanitarian information); and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed April, 2023.





Katy Connector Pipeline

-  Katy Connector Centerline
-  Survey Corridor
-  Antiquities Code Parcel
-  1 Kilometer Buffer
-  Previous Cultural Resource Survey


 1:45,000
 



Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USGS, USGS The National Map, National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed April, 2023.



**AMENDMENT NO. 3 TO
GLO CONTRACT NO. 20-065-121-C408**

THE GENERAL LAND OFFICE (the “GLO”) and **JEFFERSON COUNTY** (“Subrecipient”), each a “Party” and collectively “the Parties” to GLO Contract No. 20-065-121-C408 (the “Contract”), desire to amend the Contract.

WHEREAS, the Parties desire to extend the Contract term; and

WHEREAS, the Parties desire to revise or replace certain language in the Contract to add or update required language; and

WHEREAS, the Parties desire to revise the Nonexclusive List of Applicable Laws, Rules, and Regulations to reflect updated terms; and

WHEREAS, these revisions will result in no additional encumbrance of grant funds;

NOW, THEREFORE, the Parties agree as follows:

1. **SECTION 3.01** of the Contract is amended to reflect a termination date of **September 30, 2024**.
2. **SECTION 5.01(b)** of the Contract is deleted in its entirety and replaced with the following:

“(b) Subrecipient must have an assigned Unique Entity Identifier (UEID) and a Commercial and Government Entity (CAGE) code. Subrecipient must report its UEID and CAGE code to the GLO for use in various reporting documents. A UEID and CAGE code may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.”
3. **ATTACHMENT D** to the Contract, **Nonexclusive List of Applicable Laws, Rules, and Regulations**, is deleted in its entirety and replaced with the **Revised Nonexclusive List of Applicable Laws, Rules, and Regulations**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT D-1**.

4. This Amendment shall be effective upon the earlier of the date of the last signature or August 31, 2023.
5. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 3 TO
GLO CONTRACT NO. 20-065-121-C408**

GENERAL LAND OFFICE

JEFFERSON COUNTY

Mark A. Havens
Chief Clerk



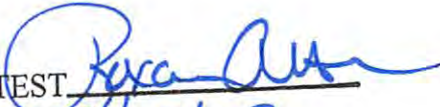
By: Jeff Branick
Title: County Judge, Jefferson County

Date of execution: _____

Date of execution: 9/12/23

- OGC gm
- PM JS
- SDD HL
- DGC MB
- GC JG
- DLC PP



ATTEST 
DATE 9/12/23

ATTACHED TO THIS AMENDMENT:

ATTACHMENT D-1 Revised Nonexclusive List of Applicable Laws, Rules, and Regulations

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and

State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6, 2018, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based

on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971

(36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR

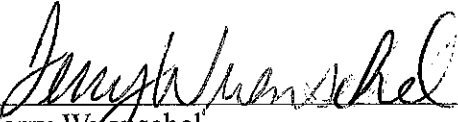


TERRY WUENSCHEL
CHIEF DEPUTY


Tax Refund Determination

Taxpayer name: Lawyers Title Company
DAL LT Trust Account Bank of Texas 7606-LT-1938
Address: 5496 La Sierra Drive, Dallas, TX 75231
Account Number: 049402-000/012920-00000
Amount of Refund: \$4,010.27
Reason: Title company overpaid account.

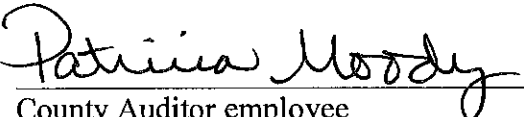
Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.



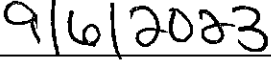
Terry Wuenschel
Chief Deputy, Tax Assessor-Collector
Jefferson County



Date



County Auditor employee



Date

Tax Refund Determination – 8/5/19

09/06/2023 11:08:33
 TN536 SELECTION SEQUENCE 4351335
 HELD OVERPAYMENT REFUNDS
 REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM
 REFUNDS SELECTED REPORT
 FROM: 08/21/2023 TO: 08/21/2023

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$2500

ACCOUNT NUMBER	UNP	TOT	YEAR	UNIT	OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
049402-000/012920-00000					76389			M0821202309A	20230821				
					2022 8001 HACKBARTH JOHN GUSTAV JR		TL	1	08/21/2023	54137901	PA	4,010.27	
CHECK PAYEE: LAWYERS TITLE COMPANY													
DAL LT TRUST ACCOUNT BANK OF TEXAS 7606-							LT 5 TR 9	.7581	BLK 13	RG D	PALCO	CHECK TOTAL:	4,010.27
LT-1938													
5496 LA SIERRA DRIVE													
DALLAS TX75231													

FIDO # : 30105871

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS

4,010.27

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:

HACKBARTH JOHN GUSTAV JR
820 BAKER AVE
PORT NECHES, TX 77651-4317

Legal Description:

LT 5 TR 9 .7581 BLK 13 RG D PALCO

Parcel Address: 820 BAKER AVE
Legal Acres: 0.7702

Deposit No: M0821202309A
Validation No: 900000067085984
Account No: 049402-000/012920-00000
Operator Code: HSALAZAR

Remit Seq No: 54137901
Receipt Date: 08/21/2023
Deposit Date: 08/21/2023
Print Date: 08/29/2023
NO.: 76389

Table with 8 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, 4,010.27. Row 2: \$0.00, \$0.00, \$0.00, \$4,010.27

Check Number(s):
538004930

PAYMENT TYPE:

Checks: \$4,010.27

Exemptions on this property:

CAPPED
HOMESTEAD
OVER 65

Total Applied: \$4,010.27

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
LAWYERS TITLE COMPANY
DAL LT TRUST ACCOUNT BANK OF TEXAS 7606-
LT-1938
5496 LA SIERRA DRIVE
DALLAS, TX 75231

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:

HACKBARTH JOHN GUSTAV JR
820 BAKER AVE
PORT NECHES, TX 77651-4317

Legal Description:

LT 5 TR 9 .7581 BLK 13 RG D PALCO

Parcel Address: 820 BAKER AVE
Legal Acres: 0.7702

Deposit No: M0821202309A
Validation No: 900000067085984
Account No: 049402-000/012920-00000
Operator Code: HSA LAZAR

Remit Seq No: 54137901
Receipt Date: 08/21/2023
Deposit Date: 08/21/2023
Print Date: 08/29/2023

NO.: 76389

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Rows include Jefferson County, Pt Neches-Groves Isd, City Of Port Neches, Drainage District #7, and Sabine-Neches Nav. Dist.

Check Number(s):
538004930

PAYMENT TYPE:

Checks: \$2,402.56

Exemptions on this property:

CAPPED
HOMESTEAD
OVER 65

Total Applied: \$2,402.56

Change Paid: \$0.00

PAYER:
LAWYERS TITLE COMPANY
DAL LT TRUST ACCOUNT BANK OF TEXAS 7606-
LT-1938
5496 LA SIERRA DRIVE
DALLAS, TX 75231

