

Notice of Meeting and Agenda
December 05, 2023

Special, 12/5/2023 10:30:00 AM

BE IT REMEMBERED that on December 05, 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
December 05, 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
December 05, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **05th** day of **December 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 Sec. 551.071 to consult with our attorney regarding pending or anticipated litigation.

NOTICE: Commissioner Pierce may attend and participate in this Commissioners Court Meeting via videoconference. A quorum of members of Commissioners Court and the presiding officer will be physically present for this meeting in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas. Commissioner Pierce shall be considered present for this meeting but shall be considered absent from any portion of the meeting during which audio or video communication with him is lost or disconnected. Commissioners Court will continue the meeting while Commissioner Pierce is absent.

Notice of Meeting and Agenda
December 05, 2023

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

The following options are available:

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

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

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

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One

PURCHASING:

- (a).a. Consider and approve award, execute receive and file contract for Request for Proposal (RFP 23-063/MR) Lease of Jefferson County Downtown Jail with LaSalle Corrections VI, LLC dba LaSalle Corrections.

SEE ATTACHMENTS ON PAGES 10 - 27

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

- (b).Consider and approve Professional Services Agreement (PROF 23-075/JW) with Science Engineering (SEL Geotechnical Environmental Materials Testing) in the amount of \$1,500.00 for Geotechnical Consulting for the repair and rehabilitation of the Midway Area of Ford Park. Funding provided by Capital Projects.

SEE ATTACHMENTS ON PAGES 28 - 28

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

COUNTY AUDITOR:

- (a).Consider and approve FY 2024 budget amendment - Parks - additional cost for lighting at Keith Lake boat ramp.

SEE ATTACHMENTS ON PAGES 29 - 29

116-0604-452-4056	ELECTRICITY	\$7,500.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$7,500.00

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

- (b).Receive and file subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with the HOW Center, Inc.

SEE ATTACHMENTS ON PAGES 30 - 39

*Notice of Meeting and Agenda
December 05, 2023*

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

- (c). Consider and approve advanced funding request for American Rescue Plan Act approved project with Legacy in the amount of \$188,775.51.

SEE ATTACHMENTS ON PAGES 40 - 41

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

- (d). Consider and approve electronic disbursement for \$624.82 to Texas Department of Criminal Justice for December insurance reimbursement.

NO ATTACHMENTS

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

- (e). Consider and approve utilizing funding from Local Assistance and Tribal Consistency Fund to replace the current badge system at a cost of \$193,450.

SEE ATTACHMENTS ON PAGES 42 - 43

Action: TABLED

- (f). Consider and approve utilizing funding from Local Assistance and Tribal Consistency Fund to replace two x-ray machines for the Beaumont courthouse at a net cost of \$47,941.81. Additional funding from the SHSP grant will cover the partial cost of one machine in the amount of \$37,741.81.

SEE ATTACHMENTS ON PAGES 44 - 45

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

- (g). Consider and approve utilizing funding from Local Assistance and Tribal Consistency Fund to replace the postage machines in the Beaumont and Port Arthur courthouses in the amount of \$29,071.

SEE ATTACHMENTS ON PAGES 46 - 51

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

(h).Regular County Bills – check #512515 through check #512647.

SEE ATTACHMENTS ON PAGES 52 - 58

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

COUNTY COMMISSIONERS:

(a).Consider and possibly approve the reappointment of Hoyt Simmons, Position 1; reappointment of Robert Barnett, Position 4 ; and reappointment of Mark Zambardino, Position 5 as Commissioners for Jefferson County Emergency Services District No. 1. (All are appointments of Commissioner Pierce.)

SEE ATTACHMENTS ON PAGES 59 - 60

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

(b).Consider, possibly approve and authorize the County Judge to execute an Interlocal Cooperation Agreement for Multi-County Broadband Feasibility Study pursuant to Section 791.014, Texas Government Code.

SEE ATTACHMENTS ON PAGES 61 - 64

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

(c).Consider, possibly approve and authorize payment for Invoice #010 from Southeast Texas Regional Planning Commission in the amount of \$133,782.00 as the Jefferson County contribution for the Southeast Regional Planning Commission's Broadband Feasibility Study.

SEE ATTACHMENTS ON PAGES 65 - 65

*Notice of Meeting and Agenda
December 05, 2023*

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

- (d). Consider possibly approve, and authorize the County Judge to execute the Amended Abatement Agreement between Jefferson County and ZeroPark Management LLC. to reflect the correct name of the Owner as ZeroPark I, LLC. pursuant to Chapter 312.401 et seq., Texas Tax Code.

SEE ATTACHMENTS ON PAGES 66 - 66

Motion by: Pierce
Second by: Alfred
In Favor: Branick, Pierce, Erickson, Sinegal, Alfred
Action: NOT APPROVED

- (e). Conduct a Public Hearing regarding proposed amendment to the Tax Abatement between Jefferson County and Arbor Renewable Gas LLC Phase 1 pursuant to Sec. 312.401 et seq., Texas Tax Code.

NO ATTACHMENTS

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

- (f). Consider, possibly approve and authorize the County Judge to execute and Amended Tax Abatement Agreement between Jefferson County and Arbor Renewable Gas LLC Phase 1 pursuant to Sec. 312.401 et seq., Texas Tax Code.

SEE ATTACHMENTS ON PAGES 67 - 68

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

- (g). Consider, possibly approve, receive and file Certificates of Completion of requisite continuing education by Commissioner Erickson, for a total of 32.50 hours, July 17-20, 2023 and January 10-13, 2023.

SEE ATTACHMENTS ON PAGES 69 - 70

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

ENGINEERING DEPARTMENT:

- (a). Consider, possibly approve and authorize the County Judge to execute, receive and file a Survey Authorization for Port Arthur Pipeline, LLC to conduct a geo-technical and cultural survey of Tract No. 002.00,034.00 and 041.00.

SEE ATTACHMENTS ON PAGES 71 - 74

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

OTHER BUSINESS:

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

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

**Jeff R. Branick
County Judge**

Notice of Meeting and Agenda
December 05, 2023

Special, December 05, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, December 05, 2023.

**JEFFERSON COUNTY DOWNTOWN JAIL
OPERATION, MANAGEMENT, AND LEASE AGREEMENT**

This Jail Operation and Management Agreement (hereinafter "Agreement") is entered into by and between JEFFERSON COUNTY, TEXAS (hereinafter "County") and LaSalle Corrections VI, LLC, a Texas Corporation (hereinafter called "Operator") to become effective on the date signed, but all obligations of both parties hereto shall first begin, on the first day that Inmates are housed at the Jail operated and managed hereunder.

WHEREAS, the County has a secure detention 501-bed downtown Jail in Jefferson County, Texas, which Jail shall be known as the Jefferson County Downtown Jail (the "Jail"); and,

WHEREAS, the Commissioners Court of Jefferson County (the "Commissioners Court") caused a request for proposals and bid to be advertised for the purpose of obtaining proposals and bids for consideration by the Court for a management lease of the Jail; and

WHEREAS, the parties hereto desire to enter into an agreement for the operation, management and lease of the Jail;

WHEREAS, the entering into this Agreement is found to be in the best interests of the parties, the efficient and safe operation of the Jail, and the public as it will serve the public purpose of providing space for incarceration of law violators and will provide economic development and economic benefits to the local economy; and

WHEREAS, the County and the Operator desire to enter into a contract under which the Operator shall provide for the operation, maintenance and management of the Jail and shall provide, or cause to be provided, the operation of the Jail in accordance with the laws of the State of Texas and the rules and procedures promulgated by the Texas Jail Standards

NOW THEREFORE, in consideration of the mutual rights, duties, benefits and obligations herein exchanged, the parties hereto do covenant, agree and bind themselves as follows:

I. DEFINITIONS

- 1.01 Authorized Representative: Any person or entity duly authorized and designated in writing to act for and on behalf of a party to this agreement or contract, which designation has been furnished to all the parties herein.
- 1.02 Operator: LaSalle Corrections VI, LLC, doing business as LaSalle Corrections.
- 1.03 County: Jefferson County
- 1.04 Non-County: Is a jurisdiction other than Jefferson County (i.e. US Marshals, TDCJ, and other Texas Counties).
- 1.05 Sheriff: Sheriff of Jefferson County

- 1.07 FF&E: Furnishings, fixtures and equipment for the Jail.
- 1.08 Foreign Corporation: Non-Texas Corporation.
- 1.09 Inmate: A person who is in the custody of the Jefferson County Sheriff or persons from other jurisdictions who are legally housed in Jefferson County Jail facilities.
- 1.10 Inmate Day: Each day, on which an Inmate is housed at the Jail, including the first, but not the last day of incarceration as determined by the midnight count of each day.
- 1.11 Jefferson County Jail: The fully equipped and furnished Jail, consisting of a minimum of 501 beds, to be operated by the Operator, including housing units, administrative offices and all other structure and improvements of whatever kind, including, but not limited to all support buildings, roads, fences, and utility systems, for the incarceration of inmates.
- 1.12 Offer: The complete proposal submitted by the Operator.
- 1.13 Service Commencement Date: December 12, 2023.
- 1.14 Standards: All applicable federal, state and local laws, constitutional requirements, court orders, Sheriff's Office policies and procedures. In the event of a conflict between these requirements and this RFP or the Contract, the more stringent shall apply, as reasonably determined by the Sheriff's Office.
- 1.15 Surplus Beds: Beds in the Jail that are available for use by jurisdictions other than the County. Beds are available if they are not being used by the County or within the County's current bed needs.
- 1.16 Lease Payment: The payment to the County intended to reimburse the County for use of all surplus beds available at the "Jail".
- 1.17 Inmate Phone Revenue: Revenue generated from the operation of an Inmate Phone system at the "Jail".
- 1.18 Utility Payment: The payment by the Operator intended to reimburse the County for utility expenses paid for by the County at the "Jail".

II. PURPOSES

- 2.01 The Operator shall provide all materials and personnel necessary for the operation, maintenance, and management of the Jail for the County and receive, supervise, and care for each inmate that is assigned to the Jail pursuant to applicable law. The Operator shall accept inmates that are qualified to be housed in the Jail as it is then - currently licensed and that are assigned by the County from a jurisdiction that enters into a joint powers agreement or Interlocal government agreement with the County (an "Inmate Contract") to reserve space for the on-going placement of inmates in the Jail, or a jurisdiction that

contracts with the County to house one or more individuals in the Jail. The County intends that the Jail shall be used to house inmates detained or incarcerated by:

- a. The County Sheriff of the County (the "Sheriff");
- b. The County Sheriff of any other Texas county, pursuant to an Interlocal Cooperation Contract with the County;
- c. The Texas Department of Criminal Justice ("T.D.C.J.") pursuant to an agreement between T.D.C.J. and the County; or
- d. The United States Government or any agency thereof ("Federal Government"), with respect to inmates of the Federal Government arrested in Texas who are awaiting transfer to other facilities, or other disposition under Federal law pursuant to an agreement between the County and the United States or any agency thereof

2.04 Operator is acting as an Independent Operator for the County, and is not a partner or joint venturer of the County. All Inmate housing contracts must be between the County and the jurisdiction or agency seeking the services. Only Inmates under such contracts shall be housed at the Jail.

2.05 The Operator shall manage, operate, and supervise the Jail to remain in compliance with all local, state, and federal laws, rules, regulations, and orders, including without limitation all health, fire, and safety codes and the minimum standards adopted by the Texas Commission on Jail Standards, and shall document all such compliance at the beginning of each fiscal year of Operator. Such documentation shall consist of certificates from the local health department, fire marshal, and building inspector and copies thereof shall be forwarded to the County as required or requested. The Jail shall be managed and operated in conformance and compliance with applicable law and the minimum standards adopted by the inmate transfer source from which inmates are placed in the Jail. All costs associated with obtaining certification from the Texas Commission on Jail Standards at the inception of this Agreement will be the responsibility of the County. Thereafter the Operator will maintain such certification throughout the Term of this Agreement. Copies of all compliance documentation shall be provided to the County on an annual basis.

2.06 Operator shall, in addition to other required items, manage, operate and provide at its sole cost and expense,

- a. Policies and Procedures and Post Orders - Operator shall submit, for the County's approval a final Policy and Procedures Manual and Post Orders that cover the full range of Jail operations and posts.
- b. Insurance - Operator shall provide insurance as required by Article IX of this Agreement.
- c. Security - The Operator will provide security services designed to prevent escapes, maintain order and manage the inmate population. The Operator will cooperate with the County to develop mutual aid agreements with local law enforcement agencies, the Fire Department, ambulance/rescue

services, State Highway Patrol, and other entities that may be needed to assist in emergency response efforts. Operator shall provide staff attendants to control ingress and egress at the Jail, in addition to attendants necessary for the requisite level of security internally within the Jail and those required to monitor the activities of Inmates confined within the Jail; The Operator must meet federal, state and local laws for carrying weapons. All Correctional Officers must hold a Basic Jailer Certificate and participate in mandatory continuing education and other state/county required courses. All jailers must be certified by TCOLE prior to undertaking jailer duties or be otherwise authorized to serve as a jailer under Texas law.

- d. Maintenance - Operator will, at its sole cost and expense, conduct routine maintenance of the physical structure of the Jail and all movable property and equipment. Costs of Capital repair and replacement of capital structures of the Jail will be reimbursed by County to Operator for purposes of this Agreement, routine maintenance shall be defined as any labor, repairs, replacement of parts or other maintenance that does not exceed \$5,000.00 in expenditure in a specific repair operation. Capital repair and replacement of capital structures, for purposes of this Section, shall mean any labor, repairs, replacement of parts or other maintenance that is required by Generally Acceptable Accounting Principles to be capitalized on a depreciation schedule, or which exceeds \$5,000.00 in cost in any specific repair operation. County will be responsible for items above \$5,000.00 but only after review and approval by the Jefferson County Commissioner court. Operator will meet all warranty maintenance requirements.

Starting December 12, 2023 Operator will create and maintain an Operating Reserve/Repair/Contingency Fund Account. To this account at the close of each operating month the Operator will deposit \$10,000.00 in each month or such lesser amount as is necessary to cause the amount on deposit therein to equal \$150,000.00. Funds in that account may be used by the Operator or County solely (i) to pay for unforeseen Operation and Maintenance costs (ii) unforeseen legal expenses associated with the facility operation and (iii) to pay costs which under generally accepted accounting principles constitute capital costs necessarily incurred for the maintenance and betterment of the Facility. A full accounting of that account will be presented to the County for its review at the end of each month and any remaining funds at the termination of this contract will be retained by the Operator.

In regard to above, the County agrees to assign, subject to the Deed of Trust, to Operator, when necessary and appropriate, any warranties or guarantees it might have or be entitled to with regard to the Jail in order to effect repairs on the Jail, or to give Operator the right to pursue the manufacturer, builder, or other supplier who gave such warranties or guaranties, to seek reimbursement for monies expended by Operator to meet its repair, upkeep and maintenance obligations under this Agreement to the extent that those expenditures relate specifically to work covered by the subject warranty or guaranty. Capital repairs shall generally

be paid or reimbursed by the County unless such is due to the negligence or intentional acts of Operator's employees, or by inmates due to the Operator's or its employees' negligence, or is covered by insurance or warranty.

- e. Equipment - Operator will provide all necessary furniture, fixtures and equipment, including but not limited to, computers, fax and copy equipment, radios, televisions, uniforms and linens and basic and office furniture, which are necessary or prudent for operation and management of the Jail and the housing of Inmates;
- f. Intake Procedures - Operator will provide timely and efficient intake services and Inmate accounting which shall encompass booking, record-keeping, billing, system of controls, identification systems and records, computerized communication interface with law enforcement agencies, and such statistical records as may be required by law. Such systems shall be compatible with the County's information systems and other reasonable requirements.
- g. Procurement and Purchasing - Where possible, Operator will use local vendors and suppliers, unless the same or similar products or services can be obtained elsewhere at a commercially advantageous cost.
- h. Inmate Property - The Operator must maintain inmate property in accordance with Texas Commission on Jail Standards.
- i. Laundry - The Operator must provide laundry services for inmate clothing and Jail property in accordance with Texas Commission on Jail Standards.
- j. Inmate Records - The Operator will be responsible for maintaining inmate records in accordance with the County's requirements and federal, state, and local laws regarding confidentiality, funds accounting practices, and security of inmate property entrusted to the Operator.
- k. Food Service - The Operator will reimburse the County for meals prepared through the Jefferson County Jail 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.
- l. Medical Service - All health care providers must be licensed, certified or registered as required by state and federal laws and regulations. Health Service employees will practice only within the scope of their certification or licensure.
- m. Equal Opportunity in Employment - Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. The Operator agrees to comply strictly with policies of the County, as well as all federal and state laws pertaining to Equal Employment Opportunity, including the Americans with Disabilities act, and will not discriminate against any person or deny any person participation or benefit from the performance of this Agreement as a result of any discriminatory action. The Operator agrees to comply with State laws of Texas and rules applicable to workers' compensation benefits for its employees. If the Operator fails to comply with the Workers' Compensation Act

and applicable rules when required to do so, the County may terminate the Contract.

- n. Drug Testing Program - The Operator will have a Drug-Free Workplace policy. This policy will include a drug and alcohol testing program for applicants, employees and volunteers, at no additional cost to the County.
- o. Background Investigations - The Operator, pursuant to section 7.04 shall ensure that background investigations are conducted on all potential employees who will work in the Jail including volunteers, consultants, independent contractors, installers or other personnel to be on site without direct supervision. The Sheriff will provide these necessary background checks.
- p. Each employee whose position requires a professional certification or license must provide verification of licensure/certification as a condition of employment.
- q. Operator shall promulgate and provide recreational, vocational, counseling, education and exercise programs, and other program requirements required by law or Inmate housing contracts.
- r. Operator shall take such steps necessary to obtain and maintain necessary utilities and refuse services.
- s. Operator shall provide all other services necessary or proper for the efficient and safe operation of the Jail, and secure custody, care and housing of inmates, in compliance with all applicable federal, state and local laws and regulations, including the applicable standards of the Texas Commission on Jail Standards.

III. TERM

- 3.01 The term of this Agreement shall be for an initial term of three (3) years with two renewal terms of one (1) year each beginning on The Service Commencement Date and ending five (5) years thereafter ("Primary Term"). At the expiration of said Primary Term the parties may, at their independent discretion, agree to extend the Operation, Management, and Lease Agreement for additional one-year periods on mutually acceptable terms.
- 3.02 Except as set forth herein, the County may unilaterally terminate this Agreement at any time for reason of Operator's material failure to operate or cause the operation of the Jail in compliance with the terms of this Agreement or upon Operator's material breach of this Agreement. However, prior to any such termination, the County shall give written notice by certified mail to the Operator of such deficiency. Except as provided below, Operator shall correct deficiencies within ninety (90) days from receipt of such notice. Within thirty (30) days of receiving the written notice from the County, the Operator shall submit a plan of correction to the County indicating action to be taken and the time frame for full compliance. The County shall review the plan of correction and shall either concur with the plan or identify in writing (and deliver to the Operator) additional or different corrective actions to be taken and state a reasonable extended time frame for completion. At the end of the specified time frame, the County may again inspect for

deficiencies at the Jail to ensure compliance with the plan and if the deficiencies have not been corrected the County may terminate this Agreement; provided, however, that if the deficiencies cannot reasonably be completed within either the ninety (90) day period or any reasonable allotted extended period, and Operator has commenced corrections within the applicable time frame and is diligently pursuing completion of the corrections, then Operator shall not be in default and County shall not have the right to terminate this Agreement.

- 3.03 The Operator may, upon one hundred and twenty (120) days written notice to the County, unilaterally terminate this Agreement. The Operator shall give written notice by certified mail to the County of such termination.
- 3.04 This agreement is exclusively between the County and the Operator. Operator agrees not to (i) assign this Agreement to any other person or entity, or (ii) to substantially change executive management and control of the Operator, or (iii) to merge with, be purchased by, or enter into any business combination with a third-party private prison management firm without the prior written approval of the County. The County may consent to reasonable changes in the corporate structure, ownership, executive management or key personnel by the Operator and such consent will not be unreasonably withheld. The Operator is required to inform the County of such changes at the earliest practical time.

IV. OPERATOR'S COMPENSATION, JAIL REVENUES, COSTS, PAYMENTS, RECORDS & REPORTS

- 4.01 The Operator shall provide a billing service to the County and is authorized to bill for all Project Revenues on behalf of and in the name of the County. All Project Revenues are the property of the Operator with the exception of *Inmate Telephone Revenue*. For purposes of this Article, the term "Project Revenues" shall mean all gross payments from any sources whatsoever, including, without limitation, the County or another depository agent of the County, arising from the operation of the Project, including without limitation:
- a. Payments for the incarceration, detention, or housing of inmates (including any payments by County for the housing of inmates under the direct jurisdiction of the County required to be made pursuant to the Operating Agreement or the Lease) in the Project;
 - b. Gross revenues generated within the Project by the provision of goods and services to inmates or other persons;
 - c. Inmate Telephone Revenue will include all revenue earned for services to phone services provided for inmates housed at the Jail. All related revenue will not be considered "Project Revenue"
 - d. Amounts received pursuant to security provided by an Operator of the Project; provided, however, all revenues relating to
 - i. Revenues required by law to be used for a specified purpose and so used for such specified purpose and

- ii. Any payments made pursuant to any contract between the County and any jurisdiction for the housing of prisoners in order to reimburse the County or the Operator for health care expenses incurred or transportation expenses incurred to the extent such payments are made for such purposes.
- 4.02 All Project Revenues shall be accounted for on a monthly basis and will be deposited with Operator.
- 4.03 A Lease Payment shall be made monthly for all Non-County inmates in an amount according to the schedule in Exhibit A to this Agreement. The scheduled lease payment is intended for the lease and use of the Jefferson County Downtown Jail Facility.
- 4.04 Indemnification - The Operator shall be fully liable for the actions of its agents, employees, partners, or representative and shall fully indemnify, defend, and hold harmless the County, its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Operator, its agents, employees, partners, or representative. The Operator shall not, however, defend or indemnify for that portion of any loss or damages in which the County has been adjudicated to have been negligent or which the County has been alleged to be responsible.
- 4.05 Operator shall prepare and furnish such reports as may be required by law to be submitted to the County and the Sheriff with respect to the operation of the Jail or the Inmates detained therein and, in addition, such other reports as may be required by a Texas state agency or any agency of the United States Government, or by any state or political subdivision thereof from which Inmates have been assigned to the Jail.
- 4.06 Operator shall obtain, and thereafter maintain, the proper certification(s) necessary for the Jail to incarcerate federal, state and local Inmates, and shall maintain such certification(s) at all times. After such certifications have been obtained, if Operator is required, by the laws of the State of Texas, other applicable law or the rules and procedures promulgated by the Texas Commission on Jail Standards, to implement operational modifications to maintain such certificates, the County and Operator may agree upon temporary increases in the Operator's Per Diem sufficient over a reasonable period of time to reimburse Operator for the cost of such operational modifications.
- 4.07 Operator will properly incarcerate all Inmates assigned to the Jail for whom there is space available at the Jail within the statutory and regulatory limits of the Jail.
- 4.08 The interviewing, hiring, training, assignment, control, management, compensation, promotion and termination of all members of the Jail's administration and staff shall be the responsibility and obligation of Operator. Operator will use its best efforts to hire and train local personnel.
- 4.09 Operator shall use its diligent efforts to purchase goods and professional services locally when economically feasible.

- 4.10 Operator shall provide all inmate rolls, accounting records or reports, audits and other such matters required of the County.
- 4.11 Subject to the terms hereof, Operator shall perform usual and customary preventative maintenance upon the physical structure of the Jail and all tangible personal property contained therein, and will in so doing maintain, preserve and keep the Jail in good repair, working order and condition, subject to normal wear and tear. In the event of expected age, wear and tear, capital improvements of the Jail require refurbishment, repair or replacement; the County will be responsible for items above \$5,000 but only after review and approval by Jefferson County Commissioner court. Operator will from time to time report to the County upon the condition of any capital improvement that may require refurbishment, repair or replacement in the near term. All necessary and proper repairs, replacements and renewals shall become part of the Jail.
- 4.12 In the event Operator fails to comply with any of the maintenance, repair or replacement requirements of this Agreement, the County shall have the right, but not the obligation, to cause such maintenance, repairs or replacements to be made and any reasonable cost therefore shall be payable from Project Revenues. Operator shall repair any damage caused by its negligence or default hereunder, or the negligence of its invitees, employees or customers, and deliver the Jail to County at the conclusion of the Primary Term or end of this Agreement in good repair and condition, reasonable wear and tear for the intended and actual use of the Jail excepted. The Operator will periodically have the Jail fumigated and/or sprayed for insects and rodents.
- 4.13 The Operator shall provide assistance to the County in preparing any proposal, submission or procedures required by any contracting party necessary to establish a rate of reimbursement for the detention and care of inmates housed in the Jail, and shall certify to the accuracy of such information and agree to indemnify and hold the County harmless from any claims, expense or obligations arising from the submission of such reimbursement proposals or procedures.
- 4.14 In addition to leasing beds to outside inmate agencies LaSalle will house Jefferson County inmates designated to the 64-bed segregation area. This area will be dedicated to the Jefferson County Sheriff on an as needed basis. The rate for housing these inmates will be equal to the lowest per diem collected from the other outside contracted inmate agencies or a mutually agreed upon rate. In addition to these beds the Sheriff will also have first priority for additional beds beyond the 64-beds at the current USMS per inmate day rate. All services required to manage these inmates will be provided by LaSalle with the exception of transportation and outside medical. The County will not be entitled to a lease payment for Jefferson County inmates as described in Exhibit A. If the Sheriffs department chooses to manage those inmates housed in the 64-bed segregation area then all associated costs for housing and staffing will be the responsibility of the County.

V. MEDICAL CARE

- 5.01 Basic medical care will be made available by Operator at Operator's sole cost. For the purposes of this Agreement "basic medical care" shall be defined as medical care sufficient to comply with applicable standards required by the Texas Commission on Jail Standards. Medical care shall be supervised by licensed medical professionals. All reasonable effort will be made by the Operator, with oversight by the County Sheriff, to

draft a Health Services Plan that will, within reasonable medical standards, seek to treat customary and routine inmate medical needs on site.

- 5.02 Where medically necessary, and on site treatment of inmate medical needs is not appropriate, the costs of outside medical care and hospitalization (and all related transportation and security costs), prescription drugs, surgical and dental care for Inmates shall be the obligation of the jurisdiction from which the Resident was assigned to the Jail, and such costs incurred by Operator shall be invoiced by Operator to the obligated jurisdiction, unless the agreement between the County and the other jurisdiction shall require otherwise.
- 5.03 Except as directed by the Sheriff or required by lawful authority, the Operator shall not knowingly accept or admit in to the Jail any Inmate who represents a significant health, medical or safety risk to the employees or the Inmates of the Jail.

VI. COMPLIANCE WITH STANDARDS

- 6.01 Operator shall assure that all employees at the Jail are adequately trained to perform at standards required by Texas state law, other applicable law, the applicable rules and procedures promulgated by the Texas Commission on Jail Standards, and any requirement under a contract with the jurisdiction from which the inmate was assigned.
- 6.02 In light of the intended use of the Jail as a county jail for individuals accused of criminal activity in Jefferson County and incarcerated under authority of State law, the statutory duties of the Jefferson County Sheriff regarding the operation and management of a County Jail shall be recognized by the Operator to the extent necessary to permit the Sheriff and County to meet these statutory duties. The Sheriff shall maintain oversight over all inmates, and shall be permitted reasonable access to the Jail to insure that all statutory duties are satisfied.
- 6.03 Prior to the first day an inmate is received, the Operator will deliver an emergency evacuation plan that will provide for full evacuation of the Jail in the event of a hurricane or other unforeseen natural disaster approved by the Sheriff.

VII. DUTIES OF THE COUNTY

The County and Sheriffs Department will maintain the following obligations:

7.01 County Obligations

The County will enter into Intergovernmental Agreements, with Operator's input, for the purpose of utilizing surplus beds available in the Jail. Prior to entering into any such Intergovernmental Agreement, the County will consult with the Operator concerning management and facility issues and concerns and economic needs of the Jail, and will not enter into any such Intergovernmental Agreement that does not reasonably meet the covenants of the Sublease.

7.02 Sheriff's Department Obligations

- a. The Sheriffs Department will retain authority to review and approve operational

responsibility for the inmate trustee programs that may be utilized in the Jail.

- b. The Sheriffs Department will maintain responsibility for all court related transportation and supervision related to county inmates.
- c. The Sheriffs Office will hold the necessary jailer licenses.

7.03 The County shall cooperate with the Operator in all matters of law enforcement, security, and communications and shall use its best efforts to obtain such cooperation from the law enforcement agencies within the Federal, County and State agencies.

7.04 The Sheriff agrees to provide certain law enforcement services to the Operator applicable to the operation of the Jail. These duties include, but are not limited to the following:

- a. Review of the Jail's operating standards to ensure compliance with minimum standards adopted by the Texas Commission on Jail Standards, and any other applicable standards or regulations imposed by state or federal law.
- b. Monitor the operation, management, and maintenance of the Jail by Operator as reasonably determined by the County or the Sheriff.
- c. Assist Operator for the purposes of obtaining such licensing as may be required by state or federal law for the employees of Operator.
- d. Cooperate with Operator in providing information requested by Operator in the screening of candidates for employment, including, but not limited to, TCIC/NCIC checks and driving records, to the extent such information may be lawfully obtained or released under state or federal law.
- e. Cooperate with Operator in providing verification, at the request of Operator, that all employees of Operator undertaking jailer duties are certified, as required, by the Texas Commission on Jail Standards.
- f. Provide all personnel materials and other support reasonably necessary for the apprehension of any inmate who has escaped from the Jail.
- g. Provide such other law enforcement related services as may be reasonably required for the safe, efficient and proper operation, management, and maintenance of the Jail.
- h. Promptly report to Operator any material deficiency, breach, or impropriety relating to the operation of the Jail by Operator.

7.05 The County and Operator agree that it shall be to their mutual benefit and interest for the Jail to be fully utilized by maintaining the maximum prisoner population within physical statutory and regulatory limits, and Operator hereby agrees to use its reasonable efforts to do so. The County understands and agrees that the actions to be performed by Operator to seek maximum utilization of the Jail are not intended by Operator, and will not be construed by the County, as any type of warranty or guarantee by Operator that its reasonable efforts to promote the maximum utilization of the Jail will result in any specified level of utilization of the Jail or in any specified amount of prisoner population being incarcerated at the Jail. County agrees to use its best efforts to assist and cooperate with Operator in seeking out and, thereafter contracting with prisoner transfer sources, upon terms reasonably acceptable to Operator and the County, so as to efficiently maximize the utilization of the Jail. Operator anticipates that Operator shall initiate negotiations with various potential prisoner transfer sources, and will submit to County a proposed agreement with one or more such prisoner transfer sources. To that end, the County shall diligently process and enter into all lawful and necessary agreements with any prisoner transfer sources as may be necessary to facilitate the receipt and incarceration of eligible medium and lesser risk prisoners in the Jail,

provided that all such agreements shall be subject to the County's approval, which approval shall not be unreasonably withheld, delayed, or conditioned. To the extent permitted by law the County will enter into all Inmate Contracts including those relating to prisoners detained or incarcerated by County, other political subdivisions of the State of Texas, and federal inmates arrested in Texas under the control of federal agencies, presented by and acceptable to Operator and the County that are authorized by, and comply with, all applicable governmental requirements for the type of prisoners for which the Jail is licensed. The County shall place all inmates acquired pursuant to Inmate Contracts in the Jail once approved by Operator.

- 7.06 County will cooperate with Operator to obtain all necessary approvals for operation of the Jail, including but not limited to, securing use permits and licensing.

VIII. Liability and Indemnity

- 8.01 The County and the Operator agree to use their reasonable efforts to ensure that neither becomes responsible for any actions taken with regard to any inmate prior to the delivery of such inmate to the Operator's employees, officers, and agents at the Jail. To the extent possible and allowed by law, the County and Operator will ensure that all Inmate Contracts with other jurisdictions provide that the contracting jurisdiction shall, to the extent allowed by law, defend, indemnify, and hold harmless the County and Operator for any claims, damages or losses arising, or alleged to have arisen from act or failures to act, including but not limited to claims of false arrest, false imprisonment, wrongful detention, violation of civil rights, and all other claims of a similar nature, occurring prior to the delivery of any inmate to the Jail, or occurring after the release of any inmate there from to the contracting jurisdiction or assigning agency.
- 8.02 The Operator shall be fully liable for the actions of its agents, employees, partners, or representative and shall fully indemnify, defend, and hold harmless the County, its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Operator, its agents, employees, partners, or representative. The Operator shall not, however, defend or indemnify for that portion of any loss or damages in which the County has been adjudicated to have been negligent or which the County has been alleged to be responsible.
- 8.03 Notwithstanding the foregoing or any other term or provision or condition of this Agreement, as to third parties and third party claims, nothing in this Agreement is intended to nor shall be interpreted to (a) waive or deprive the County or the Operator of any legal defense, (b) give, grant, or bestow any legal right, defense, or benefit upon any third party, or (c) deprive the County or the Operator of the benefits of any legal defense including sovereign, qualified and official immunity, or the benefits of any law limiting damages.

IX. INSURANCE

- 9.01 Operator shall obtain and maintain in force during the Term of this Agreement beginning not later than the Effective Date, the amounts and types of insurance set forth below.

Save and except as hereafter modified by the parties in writing, such insurance shall be in addition to the coverage maintained by the County and shall insure against all claims whatsoever against Operator, County, employees, agents and representatives in connection with the detention, care, security, transportation, housing, and training of inmates of the Jail, including but not limited to claims based on violations or alleged violations of civil rights arising from services performed by Operator or its employees, agents, representatives, or assigns pursuant to this Agreement.

- 9.02 Prior to the Effective Date, and thereafter annually on either the anniversary of the effective date, or July 1 of each successive year, the Operator shall provide to the County insurance certificates as proof of the insurance policies obtained, and if, through no fault of the Operator, such insurance policies are canceled or endorsed in such a way as to limit such insurance coverage, Operator shall provide the County written notice thereof immediately, and Operator shall obtain, as soon as possible and at its own cost, replacement insurance. Should the Operator not obtain sufficient insurance in a reasonable time, or should the Operator permit a policy to lapse, the County may obtain a policy to fulfill the obligation of the Operator and be reimbursed by the Operator.
- 9.03 Save and except as specifically provided in this Article Nine, each insurance policy required by this Article Nine (except the worker's compensation policy) shall name the County, as an additional insured and shall provide that such policy may not be canceled or modified except upon at least thirty (30) calendar days' notice in writing to the Operator and the County.
- 9.04 The premiums and costs for all insurance provided are the responsibility of the Operator.
- a. Insurance Plan - Notwithstanding and in addition to the County Contract or any Agency Contract requirements, during the entire term of this Agreement, Operator will purchase and maintain with well-rated insurers (rated at least "A" by Best or in the two highest rating categories of Moody's and Standard & Poor's) licensed to underwrite such insurance in the State of Texas at least the following insurance coverage:
- i. General Liability-Commercial general liability insurance in the customary form, having limits of liability of not less than \$1,000,000 per occurrence for bodily injuries or death and not less than \$500,000 per occurrence for property damage and \$3,000,000 in the aggregate during any annual policy period;
- ii. Worker's compensation and/or employer's liability insurance (or its approved and authorized equivalent) in at least the statutorily required amounts;
- iii. Automobile liability insurance in customary form, having limits of liability of not less than \$1,000,000 per occurrence for bodily injuries and property damage and \$3,000,000 in the aggregate during any annual policy period.
- iv. Property and Casualty Loss-Beginning not later than the Service Commencement Date, and thereafter at all times during the term of this Agreement, Operator also shall maintain property and casualty insurance insuring the personal property of the Jail and Options at 100% replacement cost, on an all-risk policy

form. The County will be responsible for Property insurance for all real property.

- 9.05 Said policy or policies of insurance shall name the County, the County Judge, the County Commissioners, the Sheriff, as "additional insureds". Operator agrees that the policy or policies of insurance shall contain an endorsement specifically providing coverage for civil rights actions.
- 9.06 Additional Insurance will be required to cover alleged violations of state and/or federal statutes, specifically for civil rights and constitutional violation claims, and Professional Liability (including Law Enforcement and Medical Professional Liability), and property insurance for tenants own property (or clarification that Jefferson County is NOT providing tenant with ANY property coverage).

X. Additional Provisions and Specific Performance

- 10.01 In the event of the occurrence of any damage to or loss of the Jail that materially affects the continued operation of the Jail; the Operator shall immediately notify the County of such loss or damage. If insurance proceeds are available, the Operator shall immediately proceed to obtain repair and reconstruction of the Jail in consultation with the County. The County has no obligation to appropriate funds for this purpose. If the Operator and the County mutually determine that the damage is too extensive to repair or reconstruct and decide not to rebuild the Jail this Agreement shall terminate immediately upon such determination as soon as all inmates then incarcerated are appropriately transferred to another Jail.
- 10.02 In the event a dispute arises between the County and Operator regarding this Agreement or any of the provisions hereof, the County and Operator shall be required to continue performance of their respective obligations during the pendency of any such dispute. The Operator shall continue to receive payments due to it and the County shall continue to perform under this Agreement in a timely manner as set forth in this Agreement. Likewise, Operator shall continue to perform its obligations in accordance with the terms of this Agreement notwithstanding the existence of any dispute between the parties. Both the County and Operator shall have the right to compel specific performance by the other party of its respective contractual obligations and to institute any legal action necessary to compel such specific performance. The obligation of either party to perform its respective obligations hereunder may only be terminated as provided for in this Agreement or applicable law.

XI. APPROVAL AND MONITORING BY COUNTY SHERIFF

- 11.01 The Sheriff signs this Agreement to evidence her approval as required by §351.102, Local Government Code.

XII. TAXES AND GOVERNMENTAL CHARGES

- 12.01 This Jail is intended to be and is exempt from property taxation. The County is the owner of taxable title to the Jail. If any ad valorem taxes are assessed against the Jail during the term of this Agreement, the County agrees to take reasonable steps to remove the Jail from the tax rolls. If the County is unsuccessful, and a property tax is determined to be

owed, the County and Operator agree to negotiate in good faith to resolve the tax issue or to renegotiate the terms of this Agreement if needed.

XIII. APPLICABLE LAW AND VENUE; LEGAL CONSTRUCTION

- 13.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jefferson County, Texas, and venue of any action or dispute shall be in a court of competent jurisdiction in Jefferson County Texas.
- 13.02 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 13.03 If for any reason this Agreement shall be held void or voidable, or otherwise be held unlawful, this Agreement shall immediately terminate, and Operator shall have no claim or right of action against the County, its officials, its employees, its agents or its attorneys for any such termination or alleged act or omission related to the same.

XIV. Default and Termination

- 14.01 Each of the following shall constitute an Event of Default by the Operator:
- a. A material failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Agreement which is the duty of the Operator hereunder pursuant to section 3.02 herein.
 - b. A material failure to meet or comply with any court order, or any federal or state requirement or law which failure continues pursuant to section 3.02 herein.
- 14.02 In the event of a bankruptcy, reorganization, debt arrangement moratorium, proceeding under any bankruptcy or insolvency law, or dissolution or liquidation proceeding is instituted by or against the Operator, this Agreement shall be reviewed immediately by the County and determination made as to continue this Agreement or modify this Agreement to ensure that the County is not liable for Operator's debt. The County shall have the right in such event to purchase and assume the operations of the Jail pursuant to Local Government Code §361.062(6). If the County determines to terminate this Agreement in such event, the Operator agrees to work with the County under the supervision of the County or its designee for a period of sixty (60) days to ensure an orderly and efficient transition from management by the Operator to management by the County, or another entity selected by the County, of the Jail. During this transition period, the Operator will transfer all inmate and maintenance records to the County or its designee.
- 14.03 If the Operator is in default under this Agreement beyond any applicable cure period, the County may, in addition to any other rights or remedies specifically allowed by this Agreement, (a) cure the Operator's default by any reasonable action determined to be reasonably necessary by the County, and in connection with the cure, the County may pay reasonable expenses and incur reasonable obligations, all of which shall be immediately reimbursed by the Operator, (b) terminate this Agreement and recover damages from Operator, or (c) exercise any other remedy available to the County at law or in equity.

14.04 Notwithstanding anything to the contrary contained herein, in the event any bankruptcy, reorganization debt arrangement, moratorium, proceeding under any bankruptcy or insolvency law or dissolution or liquidation proceeding is instituted by Operator, or if instituted against Operator, is consented to or acquiesced in by Operator and is not dismissed within sixty (60) days, the Agreement shall be immediately terminated and canceled, and the County shall immediately assume responsibility for the operation, management and supervision of the Jail.

XV. NOTICES

15.01 Notices required to be given hereunder by any party to the other shall be in writing and shall be valid if actually received by the party to whom such notice is given or if deposited in the United States Mail, postage prepaid and addressed to the party as herein below specified. Notices to the County shall be delivered or sent as follows:

Jefferson County Courthouse
Attention: County Judge Jeff Branick
Jefferson County Courthouse
1149 Pearl Street
Beaumont, Texas 77701

Jefferson County Sheriff
Zena Stephens
1001 Pearl Street
Beaumont, Texas 77701

15.02 Notices to Operator shall be delivered or sent as follows:

LaSalle Corrections VI, LLC
Attention: Tim Kurpiewski
26228 Ranch Road 12
Dripping Springs, Texas 78620

XVI. EXECUTION AUTHORITY

16.01 By his or her signature below, each signatory individual certifies that he or she is the properly authorized agent or officer of the applicable party hereto, and has the necessary authority to execute this Agreement on behalf of such party, and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

XII. AMENDMENT

17.01 This Agreement may be amended only by a written instrument specifically purporting to amend this Agreement and executed by all parties hereto.

XVII. ENTIRE AGREEMENT

18.01 This Agreement constitutes the sole and only Operation, Management and Lease Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

SIGNED this _____ day of _____, 2023

Honorable Jeff Branick
Jefferson County, Texas

ATTEST:

Roxanne Acosta-Hellberg
County Clerk

APPROVED:

Zena Stephens
Jefferson County Sheriff

OPERATOR

LaSalle Corrections VI, LLC

By: *Tim Rurpienst*

Print Name: *Tim Rurpienst* *11-27-23*

Title: *CFO*

JEFFERSON COUNTY DOWNTOWN TAIL
OPERATION, MANAGEMENT, AND LEASE AGREEMENT

EXHIBIT A

Jefferson County Downtown Jail Facility								
Lease Payment								
Non-County								
Population		Lease	Utility	Phone	Total	Annual Revenue(4)		
from	to	<u>Rate (1)</u>	<u>Fee (2)</u>	<u>Rate (3)</u>	<u>Rate</u>	from	to	
0	99	\$ 35,000	\$ 1.25	\$ 1.00	\$ 2.25	\$ 35,000	\$ 116,304	
100	299	\$ 35,000	\$ 1.25	\$ 1.00	\$ 2.25	\$ 117,125	\$ 280,554	
300	399	\$ 1.25	\$ 1.25	\$ 1.00	\$ 3.50	\$ 383,250	\$ 509,723	
400	454	\$ 2.25	\$ 1.25	\$ 1.00	\$ 4.50	\$ 657,000	\$ 745,695	
455	479	\$ 3.25	\$ 1.25	\$ 1.00	\$ 5.50	\$ 913,413	\$ 961,593	
480	501	\$ 4.25	\$ 1.25	\$ 1.00	\$ 6.50	\$ 1,138,800	\$ 1,188,623	

- (1) Lease rate represents the total rate per inmate day paid to the County for inmates housed at the Jefferson County Downtown Jail Facility by the Operator.
- (2) Utility Rate is the total rate per inmate day paid to the County for reimbursement of utility services paid by the Operator for service at the Jefferson County downtown jail facility.
- (3) Phone Rate is an *estimated* rate of phone revenue received per inmate day for inmates housed at the Jefferson County Downtown Jail Facility and paid to the County directly by the phone vendor.
- (4) Annual Revenue is the total revenue earned by Jefferson County for the housing of Non-County inmates at the Jefferson County Downtown Jail Facility. Revenue for populations above 300 would be calculated by taking the total non-County inmate days multiplied by the Total Rate. For populations less than 300 the revenue would be calculated by taking the Total Rate multiplied by the number of inmate days plus the minimum lease payment guarantee of \$35,000.



November 30, 2023

Jefferson County Courthouse
1149 Pearl Street, 5th Floor
Beaumont, Texas 77701

Attn: Ms. Michelle Falgout, CFM, PE

Re: Proposal for Consulting Services for
Ford Park Paving Rehabilitation
Beaumont, Texas

Science Engineering, Ltd (SEL) is pleased to submit the following proposal for consulting services for the above referenced project in accordance with the findings and recommendations of SEL Geotechnical Investigation 19216, submitted to Jefferson County Engineering in September 2019.

Consultation services include on-site visits, meetings with the Jefferson County Engineering Department, and recommendations for repair and rehabilitation of paving at Ford Park through completion of repair.

The estimated cost of consulting services for this project will not exceed **\$1,500.00**.

We appreciate the opportunity to work with the County on this project. If you have any questions or require any additional information, please contact our office.

Respectfully submitted;

Yousef Rahmani, PE
President

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: NOVEMBER 28, 2023

The following FY 2024 budget amendment for the Parks is necessary for additional cost for electricity cost for the new lighting for Keith Lake Boat Ramp.

116-0604-452-4056	Electricity	\$7,500	
120-9999-415-9999	Contingency		\$7,500

**SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT
SLFRF FUNDS**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and The H.O.W. Center Inc. (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 \$ 200,000.00 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

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

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

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

the Project. However, no such additional allocation is guaranteed.

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

2. TERM OF AGREEMENT

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

3. PAYMENTS

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

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

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

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

6. RETURN OF FUNDS; RECOUPMENT

The Subrecipient must return Award funds not expended by December 31, 2026.

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

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

7. FAILURE TO PERFORM

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

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

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

8. TERMINATION

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

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

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

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

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

9. CLOSEOUT

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

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

10. INDEMNIFICATION

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

11. NOTICES

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

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

jeff.branick@jeffcotx.us

The H.O.W. Center Inc.
Daniel Jeans, Executive Director
2509 Cable Avenue
Beaumont, TX 77703

danielbjeans@gmail.com

12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this

Agreement at any time be construed as a total and permanent waiver of such right or power.

13. FURTHER ASSURANCE

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

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

14. ASSIGNMENT

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

15. AMENDMENTS

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

16. VENUE AND CHOICE OF LAW

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

17. SEVERABILITY

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

18. INTEGRATED DOCUMENT

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

19. NO THIRD-PARTY BENEFICIARY

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

20. HEADINGS

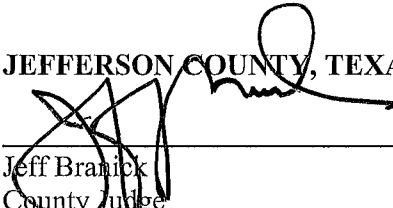
The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

21. AUTHORITY TO SIGN

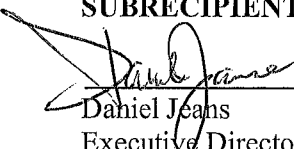
The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

JEFFERSON COUNTY, TEXAS

SUBRECIPIENT

X 

Jeff Branick
County Judge
Jefferson County, Texas



Daniel Jeans
Executive Director
The H.O.W. Center Inc.

X 11/14/2023


Date

11/20/2023

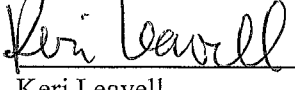
Date

ATTEST:

ATTEST:

X 

Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas



Keri Leavell
Administrator
The H.O.W. Center Inc.

X 11/14/2023

Date

11/20/2023

Date

EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

The H.O.W. Center Inc.

Subrecipient Mailing Address

2509 Cable Avenue
Beaumont, TX 77703

Subrecipient Primary Contact

Name: Daniel Jeans
Title: Executive Director
Email: danielbjeans@gmail.com
Phone #: 409-832-7102

Subrecipient Secondary Contact

Name: Keri Leavell
Title: Administrator
Email: howcenterbeaumont@gmail.com
Phone #: 409-832-7102

Subrecipient Unique Entity Identifier

KNF1SYA3MU28

SLFRF Subaward Amount

\$ 200,000.00

Project Name

New Dormitory Facility

Project Physical Address

1098 Cottonwood Avenue
Beaumont, TX 77703

Project Description

New construction of a single-story 21 bed male dormitory facility approx. 4,500 square feet.

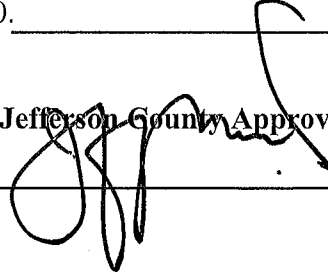
Project Goals / Intended Outcomes

Increase the number of individuals that can participate in the HOW Center program and successfully transition to a sober, independent, successful member of society.

Approved Activities / Scope of Work

1. Construction Materials
2. Fire Suppression
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Jefferson County Approval & Date

X  11/14/2023

Subrecipient Signature & Date

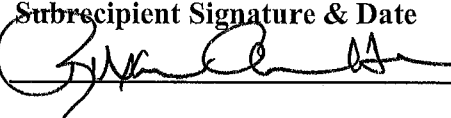
 11/14/2023

EXHIBIT B SLFRF REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

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

B. Important Concepts

Recipients, Subrecipients, Subawards, and Projects

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

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

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

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

Eligible Costs Timeframe

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

Obligations

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

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

Expenditures

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

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

C. Required Information for Project and Expenditure Reports

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

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

D. Civil Rights Compliance

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

Jefferson County

American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner

Legacy CDC dba of Tender Loving Care
Center for Children

Project Name / Description

Jefferson County Rescue & Restore
Rehab Program

Primary Project Contact/Requester & Title

Vivian Ballou, Executive Director

Mailing Address

3800 Park Lane
Port Arthur, Texas 77642

Request Breakdown

Year:	2023	Advance Drawdown Request Amount:	\$157,499.32
Quarter:	4th	Validated Total:	\$0
Total Award:	\$3,000,000	Validated Balance this request:	\$157,499.32

Please Itemize Cost Estimates/Invoices Covered by this draw down request

Expense Item Description	Est Amount	Validated Actual
1 Program Cost: 2115 Avenue D; Nederland, Texas 77627	\$15,576	
2 Program Cost: 17001 Gallier Road; Hamshire, Texas 77622	\$19,904.70	
3 Program Cost: 6810 Boyt Road; Cheeks, Texas 77705	\$18,841.02	
4 Program Cost: 3128 Allison Avenue, Groves, Texas 77619	\$19,046.24	
5 Program Cost: 7056 32nd Street; Groves Texas 77619	\$25,000	
6 Program Cost: 1240 18th Street; Port Arthur, Texas 77640	\$19,764.86	
7 Program Cost: 5023 Bay Street; Groves, Texas 77619	\$19,658.83	
8 Program Cost: 5545 Park Avenue; Groves, Texas 77619	\$19,707.67	

Previous Request Balance: \$0

Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses

Total Request Amount: \$157,499.32

Validated Total

\$0

Certification

I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.



Requester Signature & Title

Executive Director

11/16/2023

Date

Jefferson County

American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner

Legacy CDC dba of Tender Loving Care
Center for Children

Project Name / Description

Jefferson County Rescue & Restore
Rehab Program

Primary Project Contact/Requester & Title

Vivian Ballou, Executive Director

Mailing Address

3800 Park Lane
Port Arthur, Texas 77642

Request Breakdown

Year:	2023	Advance Drawdown Request Amount:	\$188,775.51
Quarter:	4th	Validated Total:	\$0
Total Award:	\$3,000,000	Validated Balance this request:	\$188,775.51

Please Itemize Cost Estimates/Invoices Covered by this draw down request

Expense Item Description	Est Amount	Validated Actual
1 Program Cost: 5104 4th Street; Port Arthur, Texas 77642	\$20,497.47	
2 Program Cost: 227 Avenue D; China, Texas	\$1,818.81	
3 Program Cost: 327 S Beaumont Street; China, Texas	\$8,959.91	
4		
5		
6		
7		
8		

Previous Request Balance: \$157,499.32

Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses

Total Request Amount: \$188,775.51

Validated Total

\$0

Certification

I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.



Requester Signature & Title

Executive Director

11/16/2023

Date



Wave Solutions LLC

5420 Cole Road
Beaumont, TX 77708

Estimate

Date	Estimate #
8/25/2023	7565

Name / Address
Jefferson County 1149 Pearl Street Beaumont, Texas 77701

Description	Qty	Cost	Total	Project
3xLogic Access Control Complete upgrade to Corporate Software with Controllers		0.00	0.00	
52 Infinias Access Control door controllers with installation, wiring, and configuration -this count was pulled from your existing database and is all doors and Gates currently operational on the old system -should there be more or less doors we can increase/decrease accordingly -assumes we can utilize existing door hardware infrastructure for your readers and your printable badges -Import of your existing Users First name, lastname, site code and card code. No import of groups without testing and the current database access	52	2,100.00	109,200.00	
3xlogic Door Controller Server Rackmount with Corporate Lifetime license - Includes unlimited doors and unlimited USERS *Includes a new dual sided Badge Printer with software compatible with Windows 10/11/server OS	1	8,500.00	8,500.00	
Doors with existing keypad migrate to 3xlogic and will require cabling, a controller, and a reader - Accts payable and server room *Mobil credential packs for door lock/unlock from cellular phone is an option - \$189 for 10 licenses	2	2,250.00	4,500.00	
Additional 25 door from various departments gathered by Verence Rosales in HR *4 of these doors are at the JP office in fannet *additional 25 are all new and will require access control module, externale rated strike with latch bolt monitor and license **any conduits or wiring provided by electrican onsite with jeffco (wave will provide wire to the electrician)	25	2,850.00	71,250.00	
Total				

Customer Signature



Wave Solutions LLC

5420 Cole Road
Beaumont, TX 77708

Estimate

Date	Estimate #
8/25/2023	7565

Name / Address
Jefferson County 1149 Pearl Street Beaumont, Texas 77701

Project

Description	Qty	Cost	Total
***if doors cannot be added because of building issues like concrete frames or because they are deemed that it is not needed then a credit per door will be issued			
		Total	\$193,450.00

Customer Signature

Phone # 409.924.9459

Fax # 409.924.9411

office@wavecomputers.com

http://www.wavecomputers.com

smiths detection

bringing technology to life

Tax ID#: 22-3552823
DUNS #: 194239018

Case Code: 23667
NAICS Code: 334519

Hector Cabrera
Key Account Manager
Smiths Detection
2202 Lakeside Blvd
Edgewood, MD 21040
Phone: (667)-201-2248

Email: Hector.Cabrera@smiths-detection.com

Smiths Detection Equipment Proposal

Prepared for	Jamey West	Date	July 24, 2023
Company	Jefferson County Texas	Quote number	Jefferson County 6046sl GSA Quote 11172022 REV 1
Location	1149 Pearl Street, 1st Floor Beaumont, TX 77701	Delivery Location(s)	1149 Pearl Street, 1st Floor Beaumont, TX 77701
Phone	(409) 835-8793	Delivery Terms	FOB Destination
Email Address	Jamey.West@leffcotx.us	Expected Delivery	18-24 Weeks
Payment Terms	Credit TBD - Application may be required	Validity of Quote	Dec-23

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	GSA Contract number: GS-07F-081DA		
1	Smiths Detection HI-SCAN 6046sl X-ray Inspection System	\$40,241.81	\$40,241.81
	Part Number: GSA 11131352		
1	24" LCD monitor		\$0.00
1	Operator Keyboard		\$0.00
1	Operator Manual		\$0.00
1	12-month Standard Warranty		\$0.00
	<i>Software:</i>		
1	HI-SPOT - Local Area Image Enhancement of Dense Objects	Included	Included
1	SEN - Super-Enhancement of Images with Optimum Contrast	Included	Included
1	HI-MAT - Distinguishing Organic and Inorganic Materials by Color (Orange, Green and Blue)	Included	Included
1	HI-CAT - 256 Color Variances	Included	Included
1	Black/White Image - 4096 Grey Levels	Included	Included
	<i>Advanced Software Options</i>		
1	Image Store System - Digital Image Management	\$1,250.00	Included
1	X-ACT - Advanced Contents Tracking	\$2,500.00	Included
1	HI-TIP^{Plus} - Threat Image Projection	\$2,750.00	Included
1	High Density Alert - Automatic Marking of Suspicious Objects	\$2,500.00	Included
1	X-PLORE - Determination of Organic Materials	\$1,500.00	Included
1	Xport - Automatic Image Transmission	\$3,200.00	Included
1	OTS Xtrain - Operator Training	\$2,800.00	Included
Roller Tables			
2	1/2-meter Exit Roller Table (entrance or exit)	\$950.00	Included
	1-meter Roller Table (entrance or exit)	\$1,050.00	Optional
	2-meter Roller Table (entrance or exit)	\$1,400.00	Optional
Service Agreement Options			
	On-Site Extended Warranty with Preventative Maintenance On-site service coverage 8:30 am to 5:00 pm, Monday to Friday All labor, travel time and travel expenses All replacement parts required Unlimited access to 24/7 Technical Support Annual PMI and Radiation Leak Survey GSA Part number: OSPM-6040 Five Years Total (Additional 4 Years) One Additional Year Total	\$8,858.02 \$4,203.39	Optional Optional
Training Options			
	Operator Training @ Smiths Training Facility*	\$4,799.00	Optional
	Operator Training @ Customer Site*	\$5,999.00	Optional
	*Training Class Requirement: 10 Participants Max - Per Class		
	Train-the-Trainer Training @ Smiths Training Facility**	\$7,199.00	Optional
	Train-the-Trainer Training @ Customer Site **	\$8,995.00	Optional
	**Training Class Requirement: 4 Participants Max - Per Class		
Shipping, Handling & Installation			
1	Shipping (terms detailed above)	\$1,500.00	\$1,500.00
1	Installation Unit Installation Radiation Leak Survey Operator Orientation	\$1,100.00	\$1,100.00
	Disposal *per unit	\$1,000.00	Optional
TOTAL PRICE			\$42,841.81

Smiths Detection terms and conditions are hereby incorporated in this quotation and any purchase order that may result from this quotation will be in acceptance with these terms and conditions. The terms and conditions are located at the following Smiths Detection Website: www.smithsdetection.com/US_terms_conditions.php

Prices do not include state sales tax, miscellaneous fees or Import/export duties of any kind. Smiths Detection reserves the right to modify any terms and/or conditions stated in the above quotation.

The information contained herein is exempt from disclosure under the Freedom of Information Act (5 U.S.C 552) under Exemption (b)(4), and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C 1905) and FAR 24.202. Rights to use or disclose this proposal are governed by DFARS 252.227-7016 (June 1995).

All items are open market items (non-GSA), unless otherwise explicitly stated in this quote. Prices do not include state sales tax, miscellaneous fees or Import/export duties of any kind. Smiths Detection reserves the right to modify any terms and/or conditions stated in the above quotation.

X-ray Machine

Vanecia Jordan <Vanecia.Jordan@jeffcotx.us>

Tue 11/28/2023 3:07 PM

To:Donta Miller <Donta.Miller@jeffcotx.us>;Fran Lee <Fran.Lee@jeffcotx.us>;Deb Clark <Deb.Clark@jeffcotx.us>

The amount of the SHSP grant for the x-ray machine is \$37,741.81. Let me know if you need anything else.

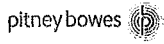
Vanecia Jordan, MBA

Jefferson County Auditor's Office

Financial Manager - Grants/AP

409-835-8502





Purchase Agreement/Equipment and Software Maintenance Agreement

Agreement Number													

Your Business Information

Full Legal Name of Client / DBA Name of Client	Tax ID # (FEIN/TIN)
JEFFERSON COUNTY TAX OFC	746000291

Sold-To: Address

1149 PEARL ST, BEAUMONT, TX, 77701-3638, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Cheryl Ellis	(409) 835-8714	0012354129

Bill-To: Address

1149 PEARL ST, BEAUMONT, TX, 77701-3638, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Cheryl Ellis	(409) 835-8714	0012354129	ellis@co.jeffereson.tx.us

Ship-To: Address

1149 PEARL ST, BEAUMONT, TX, 77701-3638, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Debbie Bevilacqua	4098358466	0012354129

PO #

Your Business Needs

Qty	Item	Business Solution Description	Sales Type	Price
1	SENDPROMAILCENTER	MailCenter	PURCHASE	\$ 0.00
1	1FWX	15lb Interfaced Weighing Feature	PURCHASE	\$ 1,449.49
1	7W00	MailCenter Meter	RENT	\$ 67.00
1	APAYL	Cost Acctg Accounts Level (500)	PURCHASE	\$ 0.00
1	APFM	Connect+ Laser Printer Enabled	PURCHASE	\$ 0.00
1	APKG	SendPro P SendPro 360 Ship Access	PURCHASE	\$ 0.00
1	APSJ	Connect+ 270 LPM Speed	PURCHASE	\$ 4,234.58
1	CAACL	Premium Cost Acctg for SP MailCenter	RENT	\$ 35.00
1	HV1P	MailCenter Printer	PURCHASE	\$ 0.00
1	HV96000	MailCenter Weighing Platform	PURCHASE	\$ 0.00
1	HVBD	MailCenter 3000	PURCHASE	\$ 14,009.00

1	HVPS	MailCenter Power Stacker	PURCHASE	\$ 1,717.00
1	M9SS	Mailstream IntelliLink Services 2	RENT	\$ 0.00
1	ME1D	Meter Equipment - P Series, HV	PURCHASE	\$ 597.17
1	MW90650	Tape Moistener Asmbly Connect+ 3000 Mono	PURCHASE	\$ 0.00
1	MW92705	MailCenter 15in Display	PURCHASE	\$ 0.00
1	NV10	InView TMR Web Acct Bundle Single only	PURCHASE	\$ 1,062.22
1	NV2A	InView Custom Reports and Training	PURCHASE	\$ 509.65
1	NV90	InView Subscription	RENT	\$ 0.00
1	NV90KIT	InView Welcome Kit	PURCHASE	\$ 0.00
1	NV99	InView MMS Base Software	RENT	\$ 0.00
1	NV99KIT	InView Welcome Kit	PURCHASE	\$ 0.00
1	SJM3	SoftGuard for SendPro P3000	RENT	\$ 0.00
1	SPY8	Laser Printer	PURCHASE	\$ 839.48
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)	SLA	\$ 2,379.15

Purchase Total**	\$ 24,418.59
Monthly Total**	\$ 102.00
Annual Total**	\$ 2,379.15

**Plus applicable taxes which will be applied at the time of billing.

Your Payment Plan

Quarterly Billing Total**		Annual Billing Total**	
Type	Fees	Type	Fees
Subscriptions	\$ 105.00	Equipment Maintenance	\$ 2,379.15
Meter Services	\$ 201.00	N/A	N/A

Tax Exempt

- Tax Exempt Certificate Attached
 Tax Exempt Certificate Not Required
 Purchase Power® transaction fees included
 Purchase Power® transaction fees extra

Shipping and Handling

\$ 0.00

Initial Term : 12 Months

**Plus applicable taxes which will be applied at the time of billing.

Your Signature Below

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at <http://www.pb.com/states> and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

BuyBoard #056-21 _____
State/Entity's Contract #

Client Signature

Print Name

Title

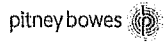
Date

Email Address

Sales Information

Ronald Eldemire _____ ronnie.eldemire@pb.com

Account Rep Name _____ Email Address



Purchase Agreement/Equipment and Software Maintenance Agreement

Agreement Number															

Your Business Information

Full Legal Name of Client / DBA Name of Client				Tax ID # (FEIN/TIN)		
JEFFERSON CO TAX DEPT				746000291		
Sold-To: Address						
525 LAKESHORE DR, PORT ARTHUR, TX, 77640-6460, US						
Sold-To: Contact Name		Sold-To: Contact Phone #		Sold-To: Account #		
Elisha Montiel		(409) 983-8310		0010106626		
Bill-To: Address						
525 LAKESHORE DR, PORT ARTHUR, TX, 77640-6460, US						
Bill-To: Contact Name		Bill-To: Contact Phone #		Bill-To: Account #		Bill-To: Email
Elisha Montiel		(409) 983-8310		0010106626		elisha.montiel@jeff.co.tx.us
Ship-To: Address						
525 LAKESHORE DR, PORT ARTHUR, TX, 77640-6460, US						
Ship-To: Contact Name		Ship-To: Contact Phone #		Ship-To: Account #		
Elisha Montiel		(409) 983-8310		0010106626		
PO #						

Your Business Needs

Qty	Item	Business Solution Description	Sales Type	Price
1	SENDPROCAUTO	SendPro C Auto	PURCHASE	\$ 0.00
1	1FXA	Interface to InView Dashboard	PURCHASE	\$ 0.00
1	7H00	C Series IMI Meter	RENT	\$ 47.00
1	993-4B	DM400C Return Kit - Upgrade to 9H00	PURCHASE	\$ 0.00
1	APAC	Connect+ Accounting Weight Break Reports	PURCHASE	\$ 0.00
1	APAX	Cost Acctg Accounts Level (100)	PURCHASE	\$ 0.00
1	APKN	Account List Import/Export	PURCHASE	\$ 0.00
1	C5CC	Sendpro C Auto 95	PURCHASE	\$ 2,938.42
1	CAAB	Basic Cost Accounting	RENT	\$ 0.00
1	COVER-SPCA	Protective Dust Cover - SendPro C Auto	PURCHASE	\$ 53.14
1	ME1A	Meter Equipment - C Series	PURCHASE	\$ 359.62

1	MP81	C Series Integrated Scale	PURCHASE	\$ 0.00
1	MP8110	SendPro C Series Scale Upgrade	PURCHASE	\$ 0.00
1	PAB1	C Series Premium App Bundle	PURCHASE	\$ 0.00
1	STDSL	Standard SLA-Equipment Service Agreement (for SendPro C Auto)	SLA	\$ 366.35
1	ZH24	Manual Weight Entry	PURCHASE	\$ 0.00
1	ZH29	HZ03 95 LPM Speed	PURCHASE	\$ 0.00
1	ZHC5	SendPro C500 Base System Identifier	PURCHASE	\$ 0.00
1	ZHD5	USPS Rates with Metered Letter	PURCHASE	\$ 0.00
1	ZHD7	E Conf Services for Metered LTR, BDL	RENT	\$ 0.00
1	ZHWM	10lb/5kg Weighing Option for MP81	PURCHASE	\$ 1,300.89

Purchase Total**	\$ 4,652.07
Monthly Total**	\$ 47.00
Annual Total**	\$ 366.35

**Plus applicable taxes which will be applied at the time of billing.

Your Payment Plan

Quarterly Billing Total**		Annual Billing Total**	
Type	Fees	Type	Fees
Meter Services	\$ 141.00	Equipment Maintenance	\$ 366.35

Tax Exempt

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Shipping and Handling \$ 0.00

Initial Term : 12 Months

**Plus applicable taxes which will be applied at the time of billing.

Your Signature Below

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at <http://www.pb.com/states> and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

BuyBoard #656-21 _____
State/Entity's Contract # _____

Client Signature

Print Name

Title

Date

Email Address

Sales Information

Ronald Eldemire _____ ronnie.eldemire@pb.com

Account Rep Name _____ Email Address

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
BEAUMONT TRACTOR COMPANY	54.05	512524	
M&D SUPPLY	126.39	512540	
ACE IMAGEWEAR	60.64	512549	
AT&T	96.72	512551	
VERIZON WIRELESS	75.98	512562	
HILAVINKA EQUIPMENT COMPANY	58.52	512582	472.30**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	6,505.65	512517	
ENTERGY	195.79	512535	
ACE IMAGEWEAR	19.92	512549	
GULF COAST	441.15	512620	7,162.51**
ROAD & BRIDGE PCT. # 3			
BETA TECHNOLOGY	239.11	512525	
SMART'S TRUCK & TRAILER, INC.	478.98	512550	
VERIZON WIRELESS	37.99	512562	756.08**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - WATER DEPT.	29.21	512526	
ENTERGY	901.54	512535	
UNITED STATES POSTAL SERVICE	11.94	512567	
SAM'S CLUB DIRECT	293.27	512599	1,235.96**
PARKS & RECREATION			
ENTERGY	324.08	512535	
VERIZON WIRELESS	37.99	512562	362.07**
GENERAL FUND			
TAX OFFICE			
UNITED STATES POSTAL SERVICE	344.72	512567	344.72*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.07	512567	1.07*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	3.76	512567	
THOMSON REUTER TAX & ACCNTG INC R&G	445.30	512583	449.06*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	202.52	512567	202.52*
COUNTY JUDGE			
KEVIN PAULA SEKALY PC	500.00	512548	
UNITED STATES POSTAL SERVICE	3.76	512567	
JEFF R BRANICK	993.80	512579	
THOMSON REUTERS-WEST	133.38	512602	1,630.94*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.13	512567	
ODP BUSINESS SOLUTIONS, LLC	800.82	512636	802.95*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	117.07	512567	117.07*
PRINTING DEPARTMENT			
FIRST CITIZENS BANK	499.00	512645	499.00*
PURCHASING DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	1.59	512567	1.59*
GENERAL SERVICES			
CROWN CASTLE INTERNATIONAL	1,939.38	512575	
SAM'S CLUB DIRECT	127.97	512599	2,067.35*
DATA PROCESSING			
VERIZON WIRELESS	75.98	512562	
TODD L. FREDERICK	510.24	512568	586.22*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	237.80	512567	237.80*
ELECTIONS DEPARTMENT			
PENSKE TRUCK LEASING	11,774.76	512574	
ZION HILL MISSIONARY BAPTIST CHURCH	650.00	512623	12,424.76*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	57.68	512567	57.68*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	63.40	512567	63.40*
CRIMINAL DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	3,168.75	512523	
TAMARA DEROUEN	770.00	512557	
KIMBERLY R. BROUSSARD	1,171.50	512585	5,110.25*
58TH DISTRICT COURT			
THOMSON REUTERS-WEST	60.00	512602	60.00*
60TH DISTRICT COURT			
ODP BUSINESS SOLUTIONS, LLC	38.76	512636	38.76*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.07	512567	
THOMSON REUTERS-WEST	56.61	512602	57.68*
252ND DISTRICT COURT			
NATHAN REYNOLDS, JR.	2,443.75	512545	
SUMMER TANNER	5,819.00	512580	
M.K. HAMZA, PHD, P.A.	3,200.00	512600	
MATUSKA LAW FIRM	4,320.00	512607	15,782.75*
279TH DISTRICT COURT			
ANITA F. PROVO	357.50	512544	
JOEL WEBB VAZQUEZ	440.00	512577	
WILLIAM FORD DISHMAN	110.00	512604	
THE PARDUE LAW FIRM, PLLC	2,057.00	512625	
ALICIA K HALL PLLC	550.00	512626	3,514.50*
317TH DISTRICT COURT			
JOEL WEBB VAZQUEZ	325.00	512577	
WILLIAM FORD DISHMAN	770.00	512604	1,095.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	7.26	512567	7.26*
JUSTICE COURT-PCT 1 PL 2			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	22.37	512567	22.37*
JUSTICE COURT-PCT 2			
THOMSON REUTERS-WEST	218.38	512602	218.38*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	20.89	512567	20.89*
JUSTICE COURT-PCT 7			
AT&T	48.36	512551	48.36*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	1.17	512567	1.17*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE	17.46	512567	
MATUSKA LAW FIRM	300.00	512607	
LINDSEY SCOTT	400.00	512609	
LAW OFFICE OF GILES R COLE & ASSOC	300.00	512627	1,017.46*
COUNTY COURT AT LAW NO. 3			
DAVID GROVE	250.00	512518	
JACK LAWRENCE	400.00	512519	
NATHAN REYNOLDS, JR.	250.00	512545	
UNITED STATES POSTAL SERVICE	14.69	512567	
LINDSEY SCOTT	250.00	512609	1,164.69*
COURT MASTER			
LAWRENCE E THORNE III	1,880.94	512593	1,880.94*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	3.59	512567	3.59*
SHERIFF'S DEPARTMENT			
FED EX	32.28	512530	
CASH ADVANCE ACCOUNT	1,167.16	512537	
JOHNSON'S WHOLESALE FLORIST, INC.	58.25	512538	
KIRKSEY'S SPRINT PRINTING	24.95	512539	
AMERICAN POLYGRAPH ASSOCIATION	175.00	512559	
UNITED STATES POSTAL SERVICE	1,836.60	512567	
BEAUMONT BLIND AND SHUTTERS	454.65	512584	
RITA HURT	1,375.00	512597	
GALLS LLC	407.32	512608	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	110.00	512611	
SIRIUS XM RADIO INC	1,201.88	512630	
ODP BUSINESS SOLUTIONS, LLC	225.76	512636	
BEAUMONT OCCUPATIONAL SERVICES	457.45	512641	7,526.30*
CRIME LABORATORY			
FED EX	24.73	512531	
FISHER SCIENTIFIC	610.04	512532	
CASH ADVANCE ACCOUNT	584.28	512537	
VERIZON WIRELESS	37.99	512561	
LIPOMED	32.40	512592	
VECTOR SECURITY	215.00	512614	
AIRGAS USA, LLC	314.85	512618	
ODP BUSINESS SOLUTIONS, LLC	143.82	512636	1,963.11*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	65.33	512516	
BOB BARKER CO., INC.	7.91	512522	
M&D SUPPLY	245.49	512540	

NAME	AMOUNT	CHECK NO.	TOTAL
OVERHEAD DOOR CO.	4,318.88	512541	
SCOOTER'S LAWNMOWERS	4,629.89	512547	
WARREN EQUIPMENT CO.	4,389.00	512556	
LOWE'S HOME CENTERS, INC.	419.98	512571	
SAM'S CLUB DIRECT	368.40	512599	
GALLS LLC	923.99	512608	
MOORE-ALL TEX SUPPLY	1,800.39	512616	
TRINITY SERVICES GROUP INC	97,486.44	512619	
WORKQUEST	1,378.06	512628	
SPINDLETOP PLUMBING	2,675.00	512631	
MONTGOMERY TECHNOLOGY SYSTEMS, LLC	892.26	512632	
ODP BUSINESS SOLUTIONS, LLC	1,847.02	512636	
MORTON MORROW INC	512.50	512643	
AMERICAN FLYERS INC	10,000.00	512646	
JUVENILE PROBATION DEPT.			131,960.54*
VERIZON WIRELESS	54.01	512562	
UNITED STATES POSTAL SERVICE	20.88	512567	
HANDLE WITH CARE BEHAVIOR	1,525.00	512570	
ODP BUSINESS SOLUTIONS, LLC	221.51	512636	
JUVENILE DETENTION HOME			1,821.40*
EDWARD B. GRIPON, M.D., P.A.	275.00	512533	
BEN E KEITH COMPANY	4,542.54	512576	
A1 FILTER SERVICE COMPANY	229.74	512596	
FLOWERS BAKING COMPANY OF HOUSTON	108.03	512637	
CONSTABLE PCT 1			5,155.31*
VERIZON WIRELESS	227.94	512562	
UNITED STATES POSTAL SERVICE	12.35	512567	
CONSTABLE-PCT 2			240.29*
VERIZON WIRELESS	113.97	512562	
ODP BUSINESS SOLUTIONS, LLC	43.98	512636	
CONSTABLE-PCT 4			157.95*
VERIZON WIRELESS	113.97	512562	
CONSTABLE-PCT 6			113.97*
VERIZON WIRELESS	113.97	512562	
UNITED STATES POSTAL SERVICE	6.44	512567	
THOMSON REUTERS-WEST	133.38	512602	
ODP BUSINESS SOLUTIONS, LLC	70.99	512636	
CONSTABLE PCT. 7			324.78*
AT&T	48.36	512551	
VERIZON WIRELESS	113.97	512562	
CONSTABLE PCT. 8			162.33*
VERIZON WIRELESS	113.97	512562	
AGRICULTURE EXTENSION SVC			113.97*
BEST BUY BUSINESS ADVANTAGE ACCOUNT	199.99	512606	
HEALTH AND WELFARE NO. 1			199.99*
CLAYBAR FUNERAL HOME, INC.	1,500.00	512528	
CLAYBAR HAVEN OF REST	4,960.00	512564	
UNITED STATES POSTAL SERVICE	39.75	512567	
PROCTOR'S MORTUARY INC	4,500.00	512591	
HEALTH AND WELFARE NO. 2			10,999.75*
AT&T	48.36	512551	

NAME	AMOUNT	CHECK NO.	TOTAL
CLAYBAR HAVEN OF REST	1,240.00	512565	
CHARTER COMMUNICATIONS	184.58	512634	
			1,472.94*
NURSE PRACTITIONER			
RACHAEL COE	45.00	512563	
ODP BUSINESS SOLUTIONS, LLC	619.63	512636	
			664.63*
INDIGENT MEDICAL SERVICES			
VERIZON WIRELESS	40.21	512562	
CARDINAL HEALTH 110 INC	21,165.19	512603	
			21,205.40*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	16,508.56	512526	
ENTERGY	5,487.26	512535	
M&D SUPPLY	114.01	512540	
ACE IMAGEWEAR	223.12	512549	
AT&T	5,217.51	512551	
FLOORING DESIGN CENTER	1,871.98	512587	
ATTABOY TERMITE & PEST CONTROL	184.40	512590	
INDUSTRIAL & COMMERCIAL MECHANICAL	432.00	512598	
CINTAS CORPORATION	120.39	512612	
FERGUSON ENTERPRISES INC	1,418.07	512613	
			31,577.30*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	1,053.08	512527	
COBURN SUPPLY COMPANY INC	31.03	512529	
SCOOTER'S LAWNMOWERS	549.99	512547	
AT&T	72.06	512551	
SOLAR	68.40	512569	
LOWE'S HOME CENTERS, INC.	85.10	512571	
TEXAS GAS SERVICE	494.80	512573	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	262.50	512588	
FERGUSON ENTERPRISES INC	335.34	512613	
PARKER'S BUILDING SUPPLY	465.85	512638	
			3,418.15*
MAINTENANCE-MID COUNTY			
ENTERGY	397.24	512535	
RITTER @ HOME	24.98	512546	
ACE IMAGEWEAR	98.51	512549	
			520.73*
SERVICE CENTER			
CLASSIC CHEVROLET	438.88	512515	
SPIDLE & SPIDLE	16,733.66	512517	
J.K. CHEVROLET CO.	1,528.55	512536	
PHILPOTT MOTORS, INC.	565.01	512542	
TATE & CO., INC.	8,121.92	512553	
AUTO TRIM EXPRESS	100.00	512560	
BUMPER TO BUMPER	1,234.21	512578	
AMERICAN TIRE DISTRIBUTORS	187.49	512586	
MIGHTY OF SOUTHEAST TEXAS	3,686.77	512595	
ADVANCE AUTO PARTS	633.60	512601	
SILSBEE FORD INC	398.75	512605	
HOLLIER CONSTRUCTION CO LLC	1,925.00	512617	
TOWN AND COUNTRY FORD	3,668.00	512644	
			39,221.84*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	2.07	512567	
			2.07*
			308,352.93**
MOSQUITO CONTROL FUND			
ACE IMAGEWEAR	148.84	512549	
UNITED PARCEL SERVICE	22.74	512555	
WARREN EQUIPMENT CO.	962.70	512556	
GREAT LAKES AERO PRODUCTS	627.94	512572	
ATTABOY TERMITE & PEST CONTROL	75.00	512590	

NAME	AMOUNT	CHECK NO.	TOTAL
CHARTER COMMUNICATIONS	82.92	512633	1,920.14**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,131.50	512624	1,131.50**
SECURITY FEE FUND			
KWP TELECOM LLC	285.00	512610	
ALLIED UNIVERSAL SECURITY SERVICES	10,251.58	512622	10,536.58**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	71.01	512562	71.01**
COMMUNITY SUPERVISION FND			
VERIZON WIRELESS	33.03	512562	
UNITED STATES POSTAL SERVICE	44.44	512567	
REDWOOD TOXICOLOGY LABORATORY, INC	306.25	512581	
JCCSC	125.00	512594	
ODP BUSINESS SOLUTIONS, LLC	407.69	512636	916.41**
COUNTY RECORDS MANAGEMENT			
PRESERVATION TEXAS ALLIANCE	100.00	512543	100.00**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.94	512562	227.94**
HOTEL OCCUPANCY TAX FUND			
KMI SPORTS CONSTRUCTION	55,382.95	512639	55,382.95**
GLO DISASTER GRANT HOME			
CONTRACT LAND STAFF LLC	3,693.00	512640	3,693.00**
CAPITAL PROJECTS FUND			
FREESE AND NICHOLS, INC	13,491.50	512629	13,491.50**
AIRPORT FUND			
VERIZON WIRELESS	37.99	512562	37.99**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	411,829.12	512615	
UNITED HEALTHCARE SERVICES INC	127,670.50	512621	539,499.62**
BAIL BONDING FUND			
HOLLIER BONDING & SECURITY	2,000.00	512520	2,000.00**
JUSTICE COURT SUPPORT FND			
VERIZON WIRELESS	37.99	512562	
ODP BUSINESS SOLUTIONS, LLC	210.59	512636	248.58**
LANGUAGE ACCESS FUND			
RUBEN ZAPATA	400.00	512642	400.00**
ARPA CORONAVIRUS RECOVERY			
MEEKER MUNICIPAL WATER DISTRICT	20,062.50	512521	
KMI SPORTS CONSTRUCTION	55,382.96	512639	75,445.46**
J C ASSISTANCE DISTRICT 4			
ENTERGY	10.56	512535	10.56**
GLO DISASTER RECOVERY			

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS DEPT OF TRANSPORTATION CNTY & DIST COURT TECH FD	200,000.00	512554	200,000.00**
VERIZON WIRELESS MARINE DIVISION	227.94	512562	227.94**
RITTER @ HOME	260.82	512546	
SUN COAST RESOURCES, LLC.	13,354.01	512552	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	512558	
INTERSTATE ALL BATTERY CENTER - BMT	479.90	512589	14,154.73**
SHERIFF - COMMISSARY			
POWERDMS INC	3,605.48	512647	3,605.48**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	114.39	512561	114.39**
			1,241,557.63***

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
BBVA COMPASS BANK BUILDING
3535 CALDER AVENUE, SUITE 300
BEAUMONT, TEXAS 77706
TELEPHONE: (409) 833-9182
TELEFAX: (409) 833-8819
hoxfordiv@benoxford.com

Hubert Oxford, IV

Houston Line
(713) 229-9203

November 29, 2023

Via Electronic Mail

The Honorable Vernon Pierce
Commissioner, Precinct 1
1149 Pearl Street, 4th Floor
Beaumont, TX 77701

Re: Appointment or re-appointment of Commissioners to the Jefferson County
Emergency Services District No.1, Places 1, 4, and 5

Dear Commissioner Pierce,

We are writing to request that the Chambers County Commissioners Court appoint or replace Commissioners for Places 1, 4, and 5 to the Jefferson County Emergency Services District No. 1 (“District”) pursuant to Section 775.034 of the Texas Health & Safety Code. Last year, Places 2 and 3 were up for re-appointment.

Currently, the sitting Commissioners are:

Place	Current Occupant	Term Expiration Date
1.	Hoyt Simmons	12/31/2023
2.	Brett Weldy	12/31/2024
3.	John Johnson	12/31/2024
4.	Robert Barnett	12/31/2023
5.	Mark Zambardino	12/31/2023

Commissioners Simmons, Barnett, and Zambardino have expressed an interest in serving for two (2) more years. Therefore, we ask that the appointments for Place 1, 4, and 5 be included on the agenda for the next regularly scheduled Commissioners’ Court meeting in December 2023 and the following action be taken:

1. Re-appoint or replace Commissioner Hoyt Simmons to Position 1;
2. Re-appoint or replace Commissioner Robert Barnett to Position 4; and


3. Re-appoint or replace Commissioner Mark Zambardino to Position 5

If you have any questions relating to this request or any other matters, please do not hesitate to contact me.

With best regards, I remain,

Very truly yours,

BENCKENSTEIN & OXFORD, L.L.P.

By: 
Hubert Oxford, IV

HOIV

cc:

To:

Honorable Jeff Branick

Honorable Vernon Pierce

Mr. Fred Jackson

Mr. John Johnson

Mr. Hoyt Simmons

Mr. Mark Zambardino

Mr. Brett Weldy

Mr. Chris Gonzales

Mrs. Robert Ring

E-mail Address:

jbranick@co.jefferson.tx.us

vernon.pierce@jeffcotx.us

ann.shorts@jeffcotx.us

fjackson@co.jefferson.tx.us;

jles53@gmail.com

hsimmons45@yahoo.com

mark.zambardino@camelliahomes.com

bweldy72@gmail.com

cgonzales@jcesd1.org

rring@jcesd1.org

INTERLOCAL COOPERATION AGREEMENT MULTI-COUNTY BROADBAND FEASIBILITY STUDY

As provided for by Chapter 791 of the Texas Government Code, this Interlocal Cooperation Agreement ("Agreement") is entered into by and between the South East Texas Regional Planning Commission ("SETRPC") and Jefferson County, Hardin County, Orange County and Jasper County ("Counties") and shall be effective on the date that the signature of the last party is affixed. The Counties have reviewed the Agreement, and each makes the following findings:

WHEREAS, the SETRPC has chosen Cobb, Fendley & Associates, Inc. ("Consultant") to provide professional services pursuant to a Request for Qualifications;

WHEREAS, the SETRPC received Executive Committee approval to enter into a Professional Services Agreement - Broadband Feasibility Study between the SETRPC and Consultant, attached hereto as Exhibit "A"; and

WHEREAS, the Counties desire to receive services from Consultant which are part of the Professional Services Agreement - Broadband Feasibility Study.

NOW, THEREFORE,

1. **Scope.** The Counties agree to the Scope of Services set forth in Exhibit "A" and agree to meet and engage with consultant as needed for implementation of the Broadband Feasibility Study project.
2. **Payment.** Each County which is a party to this Agreement agrees to pay its pro-rata share of the total project cost of \$224,536.00, based on each County's total population, as set forth in Exhibit "B". Payment shall be made to the SETRPC within twenty-one (21) days of the signing of this Agreement.
3. **Term.** This Agreement shall not automatically renew year to year unless specifically agreed to by all Parties.
4. **Severability.** All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT, BETWEEN THE SETRPC AND CONSULTANT, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A". THE COUNTIES, EACH FOR ITSELF IN ACCORDANCE WITH THIS AGREEMENT, ACKNOWLEDGES THAT IT HAS READ AND AGREES TO COMPLY WITH THE SCOPE, OBLIGATIONS, AND RESTRICTIONS CONTAINED IN EXHIBIT "A" AT ALL TIMES THROUGHOUT THE TERM OF THE PROFESSIONAL SERVICES AGREEMENT.

This Agreement, in **DUPLICATE ORIGINALS**, has been executed by the parties hereto on the dates indicated below.

**SOUTH EAST TEXAS REGIONAL
PLANNING COMMISSION**

DATE

Shanna Burke, Executive Director

JEFERSON COUNTY, TEXAS

DATE

Jeff Branick, Jefferson County Judge

HARDIN COUNTY, TEXAS

DATE

Wayne McDaniel, Hardin County Judge

ORANGE COUNTY, TEXAS

DATE

John Gothia, Orange County Judge

JASPER COUNTY, TEXAS

DATE

Mark Allen, Jasper County Judge

EXHIBIT "A"
PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "B"
COST PER COUNTY

1) Population by County (2020)

- a. Jefferson County: 256,526
- b. Hardin County: 56,231
- c. Orange County: 84,808
- d. Jasper County: 32,980

TOTAL POPULATION OF FOUR (4) COUNTY REGION: 430,545

2) Percentage by County

- a. Jefferson County: 59.58%
- b. Hardin County: 13.06%
- c. Orange County: 19.70%
- d. Jasper County: 7.66%

3) Cost Pro-rata Share per County

- a. Jefferson County: \$133,782
- b. Hardin County: \$29,325
- c. Orange County: \$44,229
- d. Jasper County: \$17,200

TOTAL COST OF FOUR (4) COUNTY REGION: \$224,536.00



INVOICE

South East Texas Regional Planning Commission

Date: November 27, 2023
INVOICE # 010

From SETRPC
Bob Dickinson
Director, T&ER Division
2210 Eastex Freeway
Beaumont, TX 77703

Phone
(409) 899-8444 x 7520

To Fred Jackson
Administrative Assistant to
Jefferson County
Commissioner's Court
Jefferson County Courthouse
1149 Pearl Street #4
Beaumont, TX 77701

Job	Payment Terms	Due Date
South East Texas Regional Planning Commission Broadband Feasibility Study	Due upon receipt	Due upon receipt

Qty	Description	Unit Price	Line Total
1	Contribution for the South East Texas Regional Planning Commission's Broadband Feasibility Study	\$133,782.00	\$133,782.00
		Subtotal	\$133,782.00
		Sales Tax	\$0.00
		Total	\$133,782.00

Make all checks payable to SETRPC
Thank you for your business!

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY
AND ZERO PARK I, LLC FOR PROPERTY LOCATED
IN THE ZERO PARKS 2023 REINVESTMENT ZONE

1. Jefferson County entered a Tax Abatement with ZeroParks Management LLC, which was approved by the Commissioners court on August 1, 2023 and the parties have just learned that the correct name of the owner of the improvements and the entity authorized to conduct business in Texas and who is listed as the lessee on the Jefferson County Central Appraisal District tax account is actually Zero Park I, LLC.

2. ZeroPark I, LLC, the lessee of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project is requesting that the Abatement Agreement referred to between Jefferson County and Zero Parks Management LLC be amended to correct this ministerial make to fully reflect that the correct party to the agreement is and should be in Zero Park I LLC.

3. It was and continues to be the intent of the Parties that all of the rights, duties and obligations granted or imposed by the Agreement with respect to the tax abatement reside with and are the property of the owner of the Project.

4. The Parties acknowledge that all terms and obligations of the executed agreement shall remain in full force and effect as to ZeroPark I, LLC. and same are incorporated herein as if fully copied and that Agreement is attached hereto as Exhibit "A." It is the intent of the parties that any reference to Owner or Zero Parks is intended to mean ZeroPark I LLC.

5. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement and it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases.

Signed this ____ day of _____, 2023.

FOR THE COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

FOR THE OWNER:

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY
AND ARBOR RENEWABLE GAS LLC FOR PROPERTY LOCATED
IN THE ARBOR REINVESTMENT ZONE

1. Jefferson County, Texas (“County”) and Arbor Renewable Gas LLC Phase 1 (“Owner”), (together, the “Parties”) entered into a Tax Abatement Agreement (“Agreement”) on July 20, 2021 (attached hereto as Exhibit “A”) with respect to the abatement of certain *ad valorem* property taxes on a new plant facility (the “Project”) to be constructed by OWNER, in the Arbor Reinvestment Zone which was originally adopted by Jefferson County on July 20, 2021.

2. Arbor Renewable Gas LLC is the owner of record in County’s real property records of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project. Owner has requested that the County modify the Agreement to delay the beginning date of tax abatement percentages agreed to and the real interests and obligations outlined in the abatement agreement.

3. It was and continues to be the intent of the Parties that all of the rights, duties and obligations granted or imposed by the Agreement with respect to the tax abatement reside with and are the property of the owner of the Project.

4. The Parties acknowledge that circumstances beyond the control of Owner have delayed the continuation of construction and the Owner will suffer the loss of the intended benefits of the original abatement agreements and, for these reasons, the parties agree that the Tax Abatement Agreement for this project shall be amended only with respect to Article 4: Term of Abatement, as reflected on the schedule on the attached page.

5. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement and it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases.

Signed this ____ day of _____, 2023.

FOR THE COUNTY:

FOR THE OWNER:

Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

AMENDED TAX ABATEMENT SCHEDULE
ARBOR RENEWABLE GAS PHASE 1

		UNIT 1 CONSTR Q122
TAX YEAR		UNIT 2 CONSTR NOT STARTED
		\$325 MI
	ABATMT YR	20 JOBS
2026	1	100
2027	2	100
2028	3	100
2029	4	90
2030	5	80
2031	6	70
2032	7	60
2033	8	60
2034	9	50
2035	10	50*

Certificate of Completion

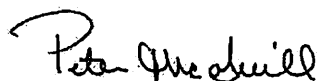
The V.G. Young Institute of County Government
Awards This Certificate To

Cary Erickson

For Successfully Completing 12.00 Hours of Educational Training

2023 North and East CJA Annual Conference

Galveston, TX



Peter J. McGill, Ph.D., Director
V.G. Young Institute of County Government



Harold Keeter, President
County Judges & Commissioners Association of Texas



Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

July 17-20, 2023

Certificate of Completion

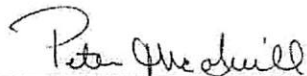
The V.G. Young Institute of County Government
Awards This Certificate To

Cary Erickson

For Successfully Completing 20.50 Hours of Educational Training

2023 Seminar for Newly Elected Judges & Commissioners

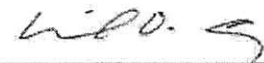
College Station, TX



Peter J. McGill, Ph.D., Director
V.G. Young Institute of County Government



Harold Keeter, President
County Judges & Commissioners Association of Texas



Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

January 10-13, 2023

Pipeline System PAPTC
Tract No. 002.00,034.00 ,041.00
State Texas

SURVEY AUTHORIZATION

I/we, hereby give to Port Arthur Pipeline, LLC, its affiliates, agents, employees and contractors, the limited permission to enter my/our property only for the purposes of making a geo- technical, civil, cultural resource and environmental survey, *expressly subject to the condition that I am/we are paid for any and all damages to property or crops that may be directly caused by such activities.*

Port Arthur Pipeline, LLC, does hereby agree to indemnify and hold harmless grantor, against all loss, damages, claims, suits, actions, or costs which may arise from damage to property or injury or death of persons on the property asserted by third parties to the extent caused by the negligence, gross negligence, or willful misconduct of grantee in exercising its rights hereunder.

Is there a water well located on this property? _____ Yes X No

Is there a septic system located on this property? _____ Yes X No

Do you wish to be notified 48 hrs before the survey? X Yes _____ No

Signature: _____
NAME

Parcel Number:

Brief Legal Description:

Dated: 12/05/2023

Telephone: 409-835-8584 (Work)



_____ (Cell phone)

Return to:

Port Arthur Pipeline, LLC
3195 Dowlen Rd Ste 101-PMB 407
Beaumont, TX 77706
Attention: Right-of-Way Department

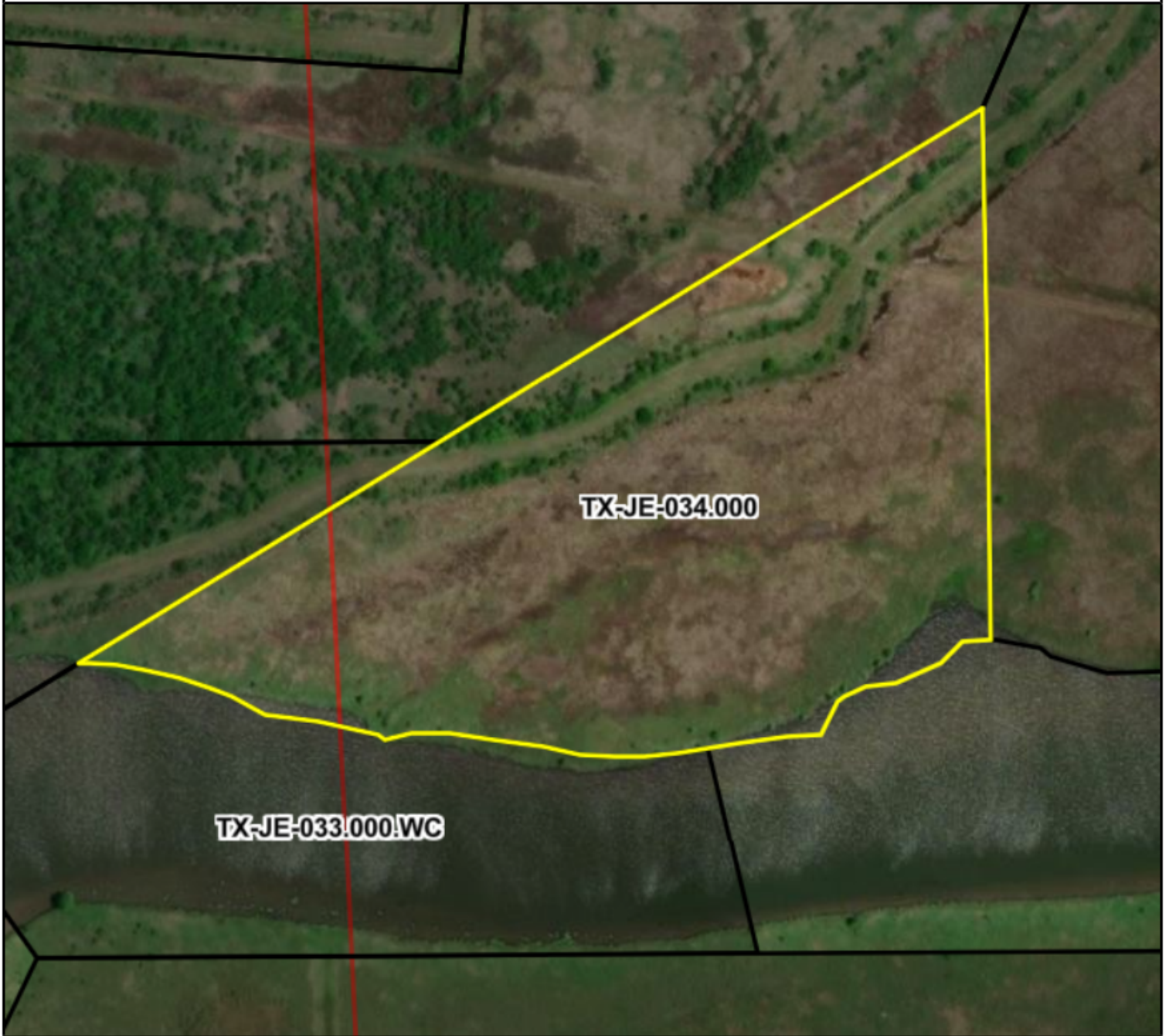
TX-JE-002.000



	<p align="center">Property Of</p> <p>Jefferson County: 100%</p>
<p>Tract: TX-JE-002.000</p> 	<p>State: Texas</p> <p>County: Jefferson</p> <p>Line Name: PAPTC</p>
<p>Other Tracts</p> 	<p>Assessor Parcel Number: 000127166</p> <p>ROW - Perm. Acres:</p> <p>ROW Width Feet - Perm.:</p>


Drawing is preliminary and the location of the property boundary / easement shall be fixed and determined by the survey and legal description

TX-JE-034.000



	Property Of Jefferson County: 100%
--	--

Tract: TX-JE-034.000 	State: Texas County: Jefferson Line Name: PAPTC
---	---



Other Tracts 	Assessor Parcel Number: 000143202 ROW - Perm. Acres: ROW Width Feet - Perm.:
---	--

Drawing is preliminary and the location of the property boundary / easement shall be fixed and determined by the survey and legal description

	DOYLE LAND SERVICES www.doyleland.com
--	---

TX-JE-041.000



	<p align="center">Property Of</p> <p>Jefferson County: 100%</p>
<p>Tract: TX-JE-041.000</p> 	<p>State: Texas</p> <p>County: Jefferson</p> <p>Line Name: PAPTC</p> <p>Assessor Parcel Number: 000142316</p>
<p>Other Tracts</p> 	<p>ROW - Perm. Acres:</p> <p>ROW Width Feet - Perm.:</p>

Drawing is preliminary and the location of the property boundary / easement shall be fixed and determined by the survey and legal description

This Agreement, in **DUPLICATE ORIGINALS**, has been executed by the parties hereto on the dates indicated below.

**SOUTH EAST TEXAS REGIONAL
PLANNING COMMISSION**

DATE

Shanna Burke, Executive Director

JEFERSON COUNTY, TEXAS

DATE



Jeff Branick, Jefferson County Judge



12/5/2023

ATTEST



DATE 12/5/2023

HARDIN COUNTY, TEXAS

DATE

Wayne McDaniel, Hardin County Judge

ORANGE COUNTY, TEXAS

DATE

John Gothia, Orange County Judge

JASPER COUNTY, TEXAS

DATE

Mark Allen, Jasper County Judge

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY
AND ZERO PARK I, LLC FOR PROPERTY LOCATED
IN THE ZERO PARKS 2023 REINVESTMENT ZONE

1. Jefferson County entered a Tax Abatement with ZeroParks Management LLC, which was approved by the Commissioners court on August 1, 2023 and the parties have just learned that the correct name of the owner of the improvements and the entity authorized to conduct business in Texas and who is listed as the lessee on the Jefferson County Central Appraisal District tax account is actually Zero Park I, LLC.

2. ZeroPark I, LLC, the lessee of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project is requesting that the Abatement Agreement referred to between Jefferson County and Zero Parks Management LLC be amended to correct this ministerial make to fully reflect that the correct party to the agreement is and should be in Zero Park I LLC.


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5. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement and it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases.


Signed this 5th day of Dec, 2023.

FOR THE COUNTY:



Hon. Jeff R. Branick, County Judge
Jefferson County, Texas



ATTEST 
DATE 12/5/2023

FOR THE OWNER:

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY
AND ARBOR RENEWABLE GAS LLC FOR PROPERTY LOCATED
IN THE ARBOR REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and Arbor Renewable Gas LLC Phase 1 ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on July 20, 2021 (attached hereto as Exhibit "A") with respect to the abatement of certain *ad valorem* property taxes on a new plant facility (the "Project") to be constructed by OWNER, in the Arbor Reinvestment Zone which was originally adopted by Jefferson County on July 20, 2021.

2. Arbor Renewable Gas LLC is the owner of record in County's real property records of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project. Owner has requested that the County modify the Agreement to delay the beginning date of tax abatement percentages agreed to and the real interests and obligations outlined in the abatement agreement.

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4. The Parties acknowledge that circumstances beyond the control of Owner have delayed the continuation of construction and the Owner will suffer the loss of the intended benefits of the original abatement agreements and, for these reasons, the parties agree that the Tax Abatement Agreement for this project shall be amended only with respect to Article 4: Term of Abatement, as reflected on the schedule on the attached page.

5. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement and it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases.

Signed this 5th day of Dec., 2023.

FOR THE COUNTY:

FOR THE OWNER:



Hon. Jeff R. Branck, County Judge
Jefferson County, Texas

ATTEST

DATE

12/15/2023



Pipeline System PAPTC
Tract No. 002.00,034.00 ,041.00
State Texas

SURVEY AUTHORIZATION

I/we, hereby give to Port Arthur Pipeline, LLC, its affiliates, agents, employees and contractors, the limited permission to enter my/our property only for the purposes of making a geo- technical, civil, cultural resource and environmental survey, *expressly subject to the condition that I am/we are paid for any and all damages to property or crops that may be directly caused by such activities.*

Port Arthur Pipeline, LLC, does hereby agree to indemnify and hold harmless grantor, against all loss, damages, claims, suits, actions, or costs which may arise from damage to property or injury or death of persons on the property asserted by third parties to the extent caused by the negligence, gross negligence, or willful misconduct of grantee in exercising its rights hereunder.

Is there a water well located on this property? _____ Yes No

Is there a septic system located on this property? _____ Yes No

Do you wish to be notified 48 hrs before the survey? Yes _____ No

Signature: 
NAME

Parcel Number:

Brief Legal Description:

Dated: 12/05/2023

Telephone: 409-835-8584 (Work)

_____ (Cell phone)



ATTEST 
DATE 12/5/2023

Return to:

Port Arthur Pipeline, LLC
3195 Dowlen Rd Ste 101-PMB 407
Beaumont, TX 77706
Attention: Right-of-Way Department



November 30, 2023

Jefferson County Courthouse
1149 Pearl Street, 5th Floor
Beaumont, Texas 77701

Attn: Ms. Michelle Falgout, CFM, PE

Re: Proposal for Consulting Services for
Ford Park Paving Rehabilitation
Beaumont, Texas

Science Engineering, Ltd (SEL) is pleased to submit the following proposal for consulting services for the above referenced project in accordance with the findings and recommendations of SEL Geotechnical Investigation 19216, submitted to Jefferson County Engineering in September 2019.

Consultation services include on-site visits, meetings with the Jefferson County Engineering Department, and recommendations for repair and rehabilitation of paving at Ford Park through completion of repair.

The estimated cost of consulting services for this project will not exceed **\$1,500.00**.

We appreciate the opportunity to work with the County on this project. If you have any questions or require any additional information, please contact our office.

Respectfully submitted;

Yousef Rahmani, PE
President

ATTEST:

ROXANNE ACOSTA-HELLBERG
JEFFERSON COUNTY CLERK

JEFFERSON COUNTY, TEXAS

JEFF R. BRANICK
JEFFERSON COUNTY JUDGE

DATE: December 5, 2023



XVII. ENTIRE AGREEMENT

18.01 This Agreement constitutes the sole and only Operation, Management and Lease Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

SIGNED this 5th day of December 2023



[Signature]
Honorable Jeff Branick
Jefferson County, Texas
County Judge

ATTEST:
[Signature]
Roxanne Acosta-Hellberg
County Clerk

APPROVED:
[Signature]
Zena Stephens
Jefferson County Sheriff

OPERATOR
LaSalle Corrections VI, LLC

By: [Signature]

Print Name: Tim Rurpielash 11-27-23

Title: CFO