

Special, 1/16/2024 10:30:00 AM

BE IT REMEMBERED that on January 16, 2024, 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 (ABSENT)

Chief Deputy Donta Miller

Honorable Roxanne Acosta-Hellberg, County Clerk

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

Notice of Meeting and Agenda
January 16, 2024

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
January 16, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **16th** day of **January 2024** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

9:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

9:30 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending or anticipated litigation.

9:45 am - Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.089 to deliberate security assessments relating to information resources technology and/or network security information.

Notice of Meeting and Agenda
January 16, 2024

10:15 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

NOTICE: 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.

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: Vernon Pierce, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two

PURCHASING:

- (a). Consider and approve specifications for Invitation for Bid (IFB 24-002/MR) Term Contract for Armored Car Service for Jefferson County.

SEE ATTACHMENTS ON PAGES 12 - 71

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

- (b). Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 23-066/JW) Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program.

NO ATTACHMENTS

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

- (c). Consider and approve, execute, receive and file an agreement (Agreement 24-006/DC) with Spectrum and Jefferson County for New and Revised Internet Services located at the Downtown Courthouse Complex, 1149 Pearl Street, Beaumont, TX 77701; for a total monthly cost of \$219.98 and a one-time change fee of \$99.00.

SEE ATTACHMENTS ON PAGES 72 - 76

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

- (d). Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152 (a)(1) by Horn's Auction, Inc. The auction is scheduled for Saturday, February 3, 2024 at 9:00 am.

SEE ATTACHMENTS ON PAGES 77 - 78

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

Notice of Meeting and Agenda
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- (e). Consider and possibly approve removal of a 2020 Dodge Ram 1500 Truck VIN 1C6RREKT7LN107952 from the Sheriff's inventory due to a vehicle accident and sold to Progressive Insurance.

SEE ATTACHMENTS ON PAGES 79 - 80

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 81 - 82

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve budget transfer – District Clerk - cost to provide notary appointments.

SEE ATTACHMENTS ON PAGES 83 - 83

120-2031-414-5045	BONDS SURETY/NOTARY	\$690.00	
120-2031-414-3084	MINOR EQUIPMENT		\$690.00

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (b). Consider and approve budget transfer – 172nd District Court – cost for TV monitor.

SEE ATTACHMENTS ON PAGES 84 - 84

120-2036-412-3084	MINOR EQUIPMENT	\$1,000.00	
120-2036-412-5062	TRAVEL EXPENSE		\$1,000.00

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

- (c).Consider and approve budget amendment – Jail & Nurse Practitioner
 –cost for Covid testing kits.

Adjust amount to \$15,000.00

SEE ATTACHMENTS ON PAGES 85 - 85

120-3062-423-3050	MEDICAL SUPPLIES	\$23,000.00	
120-5076-441-3050	MEDICAL SUPPLIES	\$7,000.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$30,000.00

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

- (d).Regular County Bills – check #513545 through check #513778.

SEE ATTACHMENTS ON PAGES 86 - 95

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

COUNTY COMMISSIONERS:

- (a).Conduct a Public Hearing regarding the establishment of the GT
 Logistics Blue Ammonia Reinvestment Zone.

NO ATTACHMENTS

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

- (b).Consider, possibly approve, authorize the County Judge to execute,
 receive and file an Order to establish the GT Logistics Blue Ammonia
 Reinvestment Zone pursuant to Sec. 312.401 et seq., Texas Tax Code.

SEE ATTACHMENTS ON PAGES 96 - 99

Notice of Meeting and Agenda
January 16, 2024

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

- (c). Conduct a Public hearing to consider granting a property tax agreement to GT Logistics LLC for a project to be constructed within the GT Logistics Blue Ammonia Reinvestment Zone.

NO ATTACHMENTS

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

- (d). Consider, possibly approve a property tax agreement between Jefferson County and GT Logistics LLC for a project to be constructed within the GT Logistics Blue Ammonia Reinvestment Zone pursuant to Sec. 312.401 et seq. Texas Tax Code.

SEE ATTACHMENTS ON PAGES 100 - 118

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

TAX OFFICE:

- (a). Consider and approve an erroneous or overpayment property tax refund to Msonthi B. Levine M.D., P.A. and Charlotte A. Levine in the amount of \$4,616.95 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 119 - 124

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

- (b). Consider and approve an erroneous or overpayment property tax refund to Radian Real Estate LLC in the amount of \$4,857.47 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 125 - 130

*Notice of Meeting and Agenda
January 16, 2024*

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

- (c). Consider and approve an erroneous or overpayment property tax refund to Phelan and Phelan LLC in the amount of \$2,664.11 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 131 - 136

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

- (d). Consider and approve an erroneous or overpayment property tax refund to Larry Richard in the amount of \$3,855.64 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 137 - 142

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

COUNTY TREASURER:

- (a). Consider and possibly approve a Resolution recognizing Thomas Sigeo, Sr. for his 32 years and 7 months of service to Jefferson County and to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 143 - 143

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

CRIME LAB:

- (a). Consider and possibly approve out of state travel for Tiffany Aardahl and Steve Mayes of the Crime Lab to attend the American Academy of Forensic Science (AAFS) conference in Denver, Colorado, February 21 – 24, 2024. Travel is funded by the Coverdell Grant at no cost to the County.

SEE ATTACHMENTS ON PAGES 144 - 144

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

- (b). Consider, possibly approve, execute, receive and file a Resolution to approve the application for the Coverdell Forensic Sciences Improvement Grant #4406103 from the Office of the Governor, Criminal Justice Division for FY 2025 for the Jefferson County Crime Lab.

SEE ATTACHMENTS ON PAGES 145 - 145

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

EMERGENCY MANAGEMENT:

- (a). Consider and possibly approve out-of-state travel for Robert Grimm to Orlando, Florida on March 24, 2024 to March 28, 2024 for the National Hurricane Conference. The conference will be paid for by a grant from Motiva.

SEE ATTACHMENTS ON PAGES 146 - 146

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

ENGINEERING DEPARTMENT:

- (a). Consider, possibly approve, execute, receive and file the County Judge to execute the Texas Department of Transportation (TxDOT) Local Assistance Program for Allocation of Road Materials pursuant to Transportation Code Sec. 201.706.

SEE ATTACHMENTS ON PAGES 147 - 149

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

OTHER BUSINESS:

Notice of Meeting and Agenda
January 16, 2024

*****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
January 16, 2024

Special, January 18, 2024

There being no further business to come before the Court at this time, same is now here adjourned on this date, January 18, 2024.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE

Advertisement for Invitation for Bids

January 16, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 24-002/MR) Term Contract for Armored Car Service for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

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

BID NAME: Term Contract for Armored Car Service for Jefferson County
BID NUMBER: IFB 24-002/MR
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, February 21, 2024
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

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

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

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

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

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:
Port Arthur News: January 17, 2024 and
 January 24, 2024
The Examiner:
 January 18, 2024

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BID SUBMISSIONS:

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

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.**1.1 BIDS.**

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include “price in effect at the time of delivery,” and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in

the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the

vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the

Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing

Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

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

20. DEFINITIONS.

“County” – Jefferson County, Texas.

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

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

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

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

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in

	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 , and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5 , "Labor Standards Provisions	2 CFR 200 APPENDIX II (D)

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

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

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

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

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

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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, February 21, 2024.

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

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

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

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

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

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

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

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

COUNTY HOLIDAYS (2024):

January 15	(Monday)	Martin Luther King, Jr. Day
March 29	(Friday)	Good Friday
May 27	(Monday)	Memorial Day
June 19	(Wednesday)	Juneteenth
July 4	(Thursday)	Independence Day
September 2	(Monday)	Labor Day
November 11	(Monday)	Veteran's Day
November 28 & 29	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Wednesday & Thursday)	Christmas
January 1, 2025	(Wednesday)	New Year's

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mistey.reeves@jeffcotx.us. If there is no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: deb.clark@jeffcotx.us. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, February 9, 2024.

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

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

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

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

Vendors must enter the required information on Form 1295, and print a copy of the completed form.

The form will include a certification of filing that will contain a unique certification number.

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

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

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

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES		FORM 1295							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE		Must file online at www.ethics.state.tx.us/File							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE									
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)						
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Controlling</th> <th style="width: 50%;">Intermediary</th> </tr> <tr> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Controlling	Intermediary	X			X
Controlling	Intermediary								
X									
	X								
	VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.								
	VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.								
5 Check only if there is <u>NO</u> Interested Party. CHECK BELOW IF APPLICABLE									
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>									
ADD ADDITIONAL PAGES AS NECESSARY									

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)**6. MULTIPLE VENDOR AWARD.**

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 24-002/MR) Term Contract for Armored Car Service for Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us. Please reference Bid Number: IFB 24-002/MR.

SCOPE OF PROJECT:

Jefferson County is seeking bids for Armored Car Service. Vendor shall provide Armored Car Services for Jefferson County subject to the terms and conditions stated herein for an initial period of one (1) year beginning on or about Date of Award, with an option to renew for an additional four (4) years.

1. Renewal Option

Jefferson County may consider a renewal option for four (4) additional years based upon the same terms and conditions as the original year. Renewal is subject to approval by Jefferson County Commissioners' Court each period. Once renewal option is exhausted, the contract must be rebid.

Year 2	2025 - 2026
Year 3	2026 - 2027
Year 4	2027 - 2028
Year 5	2028 - 2029

2. Uniforms and Employee Identification Badges

As identification for admittance into buildings, Contractor shall require that all its employees wear the company uniform and an employee identification badge.

3. Contract

Contract must be executed in the State of Texas. This bid, when properly accepted by Jefferson County Commissioners' Court and executed by the County Judge shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

4. Insurance

See Pages 32-34, Special Requirements/Instructions for insurance requirements.

5. Overnight Vault Service

The Contractor shall provide overnight vault services, or adequate security measures, including coverage, for all bank bags held in their possession overnight.

6. Specifications

Successful bidder shall contract to call for sealed shipments containing moneys, checks, and/or securities, to receipt therefore, and to deliver same in like condition to bank listed below. Bank bags shall be returned to the County after consignee releases the bags.

Office hours for service are five (5) days per week, except County holidays, between the hours of 8:00 a.m. and 5:00 p.m.

All deliveries must be made to the Cash Vault no later than 3:00 CST for same day credit.

County Holidays – 2024:

January 15	(Monday)	Martin Luther King, Jr. Day
March 29	(Friday)	Good Friday
May 27	(Monday)	Memorial Day
June 19	(Wednesday)	Juneteenth
July 4	(Thursday)	Independence Day
September 2	(Monday)	Labor Day
November 11	(Monday)	Veteran's Day
November 28 & 29	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Wednesday & Thursday)	Christmas
January 1, 2025	(Wednesday)	New Year's

Delays: The successful Contractor shall not be held liable for delays or nonperformance due to the fault of the County. However, the Contractor shall be totally responsible for the safety and security of the County's sealed deposits in the Contractor's possession. The Contractor shall be required to contact the Jefferson County Treasurer in the event of a delay and shall arrange an alternative pickup time that is mutually agreed upon. Pickups suspended because of an Act of Nature, including flooding or weather related situations shall not be invoiced to the County. The Contractor is not required to attempt pickup on days the County closes as announced on radio or television due to incremental weather.

Lost or Damaged Deposits: In the event of sealed deposit loss or damage, within twenty-four (24) hours of the loss or damage, the Contractor shall submit written reports to the County stating the type and amount of loss. Salvage, reclamation, and/or reconstruction shall begin as soon as possible following the loss or damage. All costs related to the loss or damage to the deposits in the care, custody, and control of the Contractor shall remain the sole responsibility of the Contractor. The County will assist in the proper identification of any such sealed deposits lost or damaged and will make every effort to minimize costs and or further loss or damage. However, the County's help to minimize costs does not, in any way, relieve the Respondent's liability of any loss or costs arising from the incident.

Points for pick-up and banks designated as our consignees are as follows:**ITEM # 1: Five (5) Days Per Week**

Pick-up from: **Treasurer, Community Supervision, and Tax Office** – Beaumont pick –up and deliver to designated consignee.

Location	Consignee	Pick-up Time
1. Jefferson County Treasurer's Office Courthouse, 1149 Pearl Street, Beaumont, TX 77701 a. Tax Office Funds b. Other County Funds c. County & District Clerk Trust Funds	Stellar Bank 55 IH-10 North Beaumont, TX 77701	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00 pm.
2. Jefferson County Community Supervision 820 Neches Street, Beaumont, TX 77701	Stellar Bank 55 IH-10 North Beaumont, TX 77701	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00 pm.

ITEM # 2: Five (5) Days Per Week (Mid and South Jefferson County)

Pick-up from: **Community Supervision, Juvenile Probation, Juvenile Probation, Port Arthur Tax Offices; Justice of the Peace, Constable Office, County Clerk, Jefferson County Airport; Tax Office; and Justice of the Peace #7.** Mid-County and South County pick-up and deliver to designated consignee.

Location		Consignee	Pick-up Time
1.	Jefferson County Community Supervision 800 4 th Street, Port Arthur, TX 77640	Stellar Bank 55 IH-10 North Beaumont, TX 77701	8:00 am – 11:00 am
2.	Jefferson County Tax Office , Justice of the Peace, County Clerk and Constable Offices, Sub-Courthouse; 525 Lakeshore Drive, Port Arthur, TX 77642	Stellar Bank 55 IH-10 North Beaumont, TX 77701	8:00 am – 11:00 am
3.	Jefferson County Airport (5000 Jerry Ware Drive, Beaumont, TX 77705), Tax Office (4605 Jerry Ware Drive, Beaumont, TX 77705) and Justice of the Peace Pct. #7 (7933 Viterbo Road, Suite 1, Beaumont, TX 77705)	Stellar Bank 55 IH-10 North Beaumont, TX 77701	8:00 am – 11:00 am
4.	Jefferson County Juvenile Probation, 900 Fourth Street, Port Arthur, TX 77640	Stellar Bank 55 IH-10 North Beaumont, TX 77701	8:00 am – 11:00 am
5.	Minnie Rogers Juvenile Justice Center, 5326 Hwy 69 S, Beaumont, TX 77705	Stellar Bank 55 IH-10 North Beaumont, TX 77701	8:00am – 11:00 am

ITEM # 3: Two (2) Days Per Week:

Pick-up from: The offices of **Pct. 4 Constable** and **Justice of the Peace**. Pick-up at 19217 Hwy. 365, Beaumont, TX 77705 and deliver to designated consignee.

Location		Consignee	Pick-up Time
1.	Precinct 4 Constable Office 19217 Hwy. 365, Beaumont, TX 77705	Stellar Bank 55 IH-10 North Beaumont, TX 77701	8:00 am – 11:00 am
2.	Precinct 4 Justice of the Peace 19217 Hwy. 365, Beaumont, TX 77705	Stellar Bank 55 IH-10 North Beaumont, TX 77701	8:00 am – 11:00 am

ITEM # 4: Six (6) Days Per Week:

Pick-up from: The **Jefferson County Correctional Facility** (Releases), 5030 Highway 69 South, Beaumont TX, 77705 and deliver to designated consignee.

Location		Consignee	Pick-up Time
1.	Jefferson County Correctional Facility 5030 Highway 69 South, Beaumont TX, 77705	Stellar Bank 55 IH-10 North Beaumont, TX 77701	8:00 am – 11:00 am

Note: All deliveries must be made to the Cash Vault no later than 3:00 p.m. CST for same day credit.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

For clarification of this offer, contact:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name & Title

Phone Fax

E-mail

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Armored Car Service for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 24-002/MR, Term Contract for Armored Car Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

BID FORM

Item	Description	Lump Sum per month (2024-2025)	Lump Sum per month (2025-2026) Renewal Year 1	Lump Sum per month (2026-2027) Renewal Year 2	Lump Sum per month (2027-2028) Renewal Year 3	Lump Sum per month (2028-2029) Renewal Year 4
1.	<p><u>(5) Days Per Week:</u> Pick-up from: Treasurer and Community Supervision. Beaumont and deliver to designated consignee.</p>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.	<p><u>(5) Days Per Week:</u> Pick-up from: Community Supervision 800 4th Street Port Arthur, TX 77640 Port Arthur Tax Offices; Justice of the Peace and Constable Offices; County Clerk; 525 Lakeshore Dr. Port Arthur, TX 77640 Jefferson County Airport; Tax Office; and Justice of the Peace #7, Mid-County Juvenile Probation 900 Fourth Street Port Arthur, TX 77640 Juvenile Probation 5326 Hwy 69 S. Beaumont, TX 77705 Deliver to designated consignee.</p>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<p>3.</p>	<p><u>(2) Days Per Week:</u> Pick-up from: The offices of Pct. 4 Constable and Justice of the Peace, 19217 Hwy. 365, Beaumont, TX 77705 and deliver to designated consignee.</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>4.</p>	<p><u>(6) Days Per Week</u> Pick- up from: Jefferson County Correctional Facility (Release), 5030 Highway 69 South, Beaumont TX, 77705 and deliver to designated consignee.</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>

Note: All deliveries must be made to the Cash Vault no later than 3:00 p.m. CST for same day credit.

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Date Received</td> </tr> </tbody> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>				
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>				
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>				
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>				

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes No

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

Did the Prime Contractor/Consultant . . . ?

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

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

Printed Name of Authorized Representative

Signature

Title

Date

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

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

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

Yes No

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

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

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

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

SENATE BILL 252 CERTIFICATION

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

**THIS FORM IS FOR
OFFICE USE ONLY**

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20____.

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

Notary Public in and for
the State of _____

SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Contact: Altoria Prince	
Telephone: 409-217-1760	
Email: altoria.prince@charter.com	

Customer Information		
Customer Name JEFFERSON COUNTY (HQ)	Order # 14119791	
Address 1149 PEARL ST BEAUMONT TX 77701		
Telephone (409) 835-8466	Email: jbranick@co.jefferson.tx.us	
Contact Name Jeff Branick	Telephone (409) 835-8466	Email: jbranick@co.jefferson.tx.us
Billing Address 1149 PEARL ST BEAUMONT TX 77701		
Billing Contact Name	Telephone	Email:

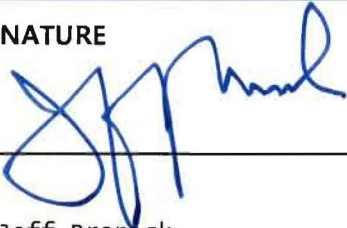
NEW AND REVISED SERVICES AT 1149 Pearl St Unit 1FL, Beaumont TX 77701				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
1 Static IP	Month to Month	1	\$19.99	\$19.99
Spectrum Business Internet GIG	Month to Month	1	\$199.99	\$199.99
TOTAL*				\$219.98

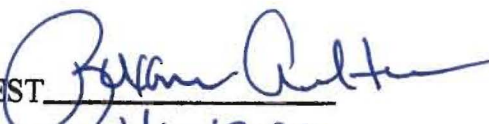
ONE TIME CHARGE(S) AT 1149 Pearl St Unit 1FL, Beaumont TX 77701			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Change of Service	1	\$99.00	\$99.00
TOTAL*			\$99.00

VOICE SERVICE ORDER INFORMATION			
E-911 Location Address	Current LEC	Current IXC	LEC BTNs

1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE
Signature: 
Printed Name: <u>Jeff Branick</u>
Title: <u>County Judge</u>
Date: <u>01/16/2024</u>

ATTEST 
DATE 1/16/2024




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JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court
From: Deborah Clark 
Purchasing Agent
Date: January 16, 2024
Re: Surplus Property Auction

Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is schedule for Saturday, February 3, 2024 at 9:00 A.M.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
HORN AUCTION
February 3, 2024

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
PRINT SHOP	FILE CABINET		2137
PRINT SHOP	ENTERTAINMENT CABINET		
PRINT SHOP	QUASAR TELEVISION	SB40870753	
PRINT SHOP	WOODEN BOOKCASE		
<i>contact person: Sylvia Moore</i>			
PURCHASING	BROTHER INTELLIFAX 4750E FAX MACHINE	U60283F8J831177	
<i>contact person: Sylvia Moore</i>			



ATTEST *Sylvia Moore*
DATE 1/16/2024

Approved by Commissioners' Court:

[Signature]



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in black ink, appearing to be "DC", is written to the right of the name "Deborah Clark".

Date: January 16, 2024

Re: Disposal of Wrecked Vehicle

Consider and possibly approve removal from the Sheriff inventory of a 2020 Dodge Ram 1500 Truck VIN 1C6RREKT7LN107952, due to a vehicle accident and sold to Progressive Insurance.

Thank you.

Progressive Group of Insurance Companies

Settlement Summary

Claim Information

Claim Number: 23-4386552-02

Coverage Type of Loss: Liability

Policy Number:

Loss Date: 10/07/2023

Insured : JEFFERSON COUNTY, JEFFERSON COUNTY

Reported Date: 10/09/2023

Valuation Report ID: 1018266474

Vehicle Information

Loss Vehicle: 2020 Ram 1500 Longhorn 4 Door Crew Cab 6 Foot Bed 5.7L 8 Cyl Hybrid A RWD

Location: TX 77701

VIN: 1C6RREKT7LN107952

Exterior Color: Diamond Black Crystal Pearlcoat

Mileage: 49,733 miles

License Plate: PJJ673, Texas

Title History: Yes

Title History Comments:

Loan Information

Payment Information

Lien Holder Payoff: \$0.00

Lien Holder Payment(s): \$0.00

Loan/Lease Payoff Coverage: \$0.00

Net to Owner: \$23,941.84

Settlement

Stated Amount:	\$0.00
Actual Cash Value:	\$23,941.84
Base Value:	\$43,811.07
Title History Adjustment:	-\$19,999.23
Refurbishment Adjustments:	\$0.00
After Market Parts Adjustment:	\$130.00
Condition Adjustment:	\$0.00
Prior Damage Adjustment:	-\$0.00
Market Value:	\$ 23,941.84
Settlement Adjustment(Pre-Tax):	\$0.00
Fees:	\$0.00
Taxes:	\$ 0.00
Company Obtains:	\$0.00
Net Settlement:	\$23,941.84
Settlement Adjustment(Post-Tax):	\$0.00
Deductible:	-\$0.00
Other Adjustments:	\$ 0.00
Total Settlement:	\$23,941.84

Adjuster License #:

Comments:




JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark 
Purchasing Agent

Date: January 16, 2024

Re: Disposal of Salvage Property

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

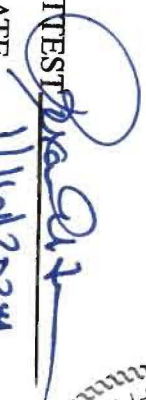
Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

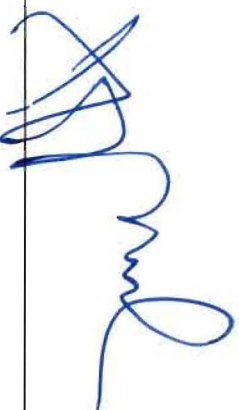
January 16, 2024

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COUNTY COURT AT LAW 2 <i>contact person: Braela Jackson</i>	BLACK OFFICE CHAIR		
HISTORICAL COMMISSION <i>contact person: Jennifer Trenbeath</i>	LARGE WALL MOUNTED CABINET		10861
LASALLE <i>contact person: Sylvia Moore</i>	BROTHER INTELLIFAX 4750E FAX MACHINE	U60283J7J69793	
MAINTENANCE <i>contact person: Peggy Angell</i>	SAMSUNG FAX MACHINE	Z2SABFZ900258X	
PRINT SHOP <i>contact person: Sylvia Moore</i>	DESK		26268
	WOODEN BOOKCASE		
PURCHASING <i>contact person: Sylvia Moore</i>	POWERHEART DEFIBRILLATOR AED		33705
ROAD & BRIDGE PCT. #1 <i>contact person: Lori Fountain</i>	MDF DESK		16023

ATTEST 
 DATE 11/16/2024



Approved by Commissioners' Court:



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



Family Law Division
409-835-8653

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

**Jamie Smith
District Clerk**

January 10, 2024

Dear Fran,

I am requesting to transfer \$690.00 from account 120-2031-414-30-84 (^{Minor Equip} office supplies) to account 120-2031-414-50-45 (Miscellaneous Services / Bonds Surety Notary) for the District Clerk notary appointments.

Respectfully,

Jamie Smith
Jefferson County District Clerk

TO: FRAN LEE

FROM: D'ANGELO THIBODEAUX/JUDGE MITCH TEMPLETON

DATE: JANUARY 9, 2024


RE: BUDGET TRANSFER FOR TV MONITOR/OFFICE SUPPLIES

I need to make a budget transfer from Travel 120-2036-412.50-62 Travel Expenses to ^{Minor Equipment} ~~Office Supplies~~
120-2036-412.30-78₈₄ in the amount of \$1,000 in order to obtain a TV monitor.

Thank you for your attention to this matter.


Judge Mitch Templeton

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE 
SUBJECT: BUDGET AMENDMENT
DATE: JANUARY 10, 2024

The following budget amendment for the Jail and Nurse Practitioner is necessary for additional cost for COVID testing supplies as discuss in Court.

120-3062-423-3050	Medical Supplies	\$23,000	
120-5076-441-3050	Medical Supplies	\$ 7,000	
120-9999-415-9999	Contingency		\$30,000

NAME	AMOUNT	CHECK NO. ⁸⁶	TOTAL
JURY FUND			
DAWN DONUTS	43.50	513696	43.50**
ROAD & BRIDGE PCT.#1			
ACE IMAGEWEAR	141.21	513596	
SOUTHERN TIRE MART, LLC	840.03	513613	
REPUBLIC SERVICES	73.61	513695	
WALLER COUNTY ASPHALT	3,896.83	513701	
FUNCTION 4 LLC	31.00	513708	
GULF COAST	568.31	513731	5,550.99**
ROAD & BRIDGE PCT.#2			
ENTERGY	24.62	513572	
THE MUFFLER SHOP	21.00	513586	
THE MUFFLER SHOP	35.00	513587	
ACE IMAGEWEAR	39.84	513596	
W. JEFFERSON COUNTY M.W.D.	28.77	513611	
BUMPER TO BUMPER	583.39	513656	
REPUBLIC SERVICES	83.13	513695	
FUNCTION 4 LLC	31.00	513708	846.75**
ROAD & BRIDGE PCT. # 3			
ENTERGY	489.16	513572	
PHILPOTT MOTORS, INC.	1,798.80	513589	
W. JEFFERSON COUNTY M.W.D.	42.16	513611	
LOWE'S HOME CENTERS, INC.	143.24	513644	
PETROLEUM SOLUTIONS, INC.	1,025.51	513653	
REPUBLIC SERVICES	73.61	513695	
FUNCTION 4 LLC	62.00	513708	
ODP BUSINESS SOLUTIONS, LLC	194.30	513749	3,828.78**
ROAD & BRIDGE PCT.#4			
COASTAL WELDING SUPPLY INC	124.99	513561	
FED EX	31.18	513568	
ENTERGY	21.94	513572	
M&D SUPPLY	178.01	513583	
POSTMASTER	188.00	513590	
SMART'S TRUCK & TRAILER, INC.	18.34	513598	
SOUTHEAST TEXAS WATER	41.70	513601	
W. JEFFERSON COUNTY M.W.D.	79.79	513611	
UNITED STATES POSTAL SERVICE	6.21	513637	
SAM'S CLUB DIRECT	179.84	513683	
SUBURBAN PROPANE L.P.	519.88	513684	
REPUBLIC SERVICES	226.45	513695	
TRANSIT & LEVEL CLINIC LLC	367.65	513697	
FUNCTION 4 LLC	112.00	513708	
GULF COAST	2,207.25	513731	
ODP BUSINESS SOLUTIONS, LLC	233.23	513749	
MUNRO'S UNIFORM SERVICES, LLC	129.50	513750	
AMAZON CAPITAL SERVICES	44.13	513758	4,710.09**
ENGINEERING FUND			
VERIZON WIRELESS	123.32	513634	
FUNCTION 4 LLC	630.33	513708	
MICHELLE FALGOUT	336.00	513742	1,089.65**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	80.14	513558	
ENTERGY	27.25	513573	
W. JEFFERSON COUNTY M.W.D.	57.54	513611	164.93**
GENERAL FUND			
JEFFERSON CTY. CLERK	8,402.58	513546	8,402.58*
TAX OFFICE			

NAME	AMOUNT	CHECK NO. 87	TOTAL
ELECTRICAL SPECIALTIES, INC.	768.00	513548	
ACE IMAGEWEAR	42.84	513596	
AT&T	159.57	513605	
UNITED STATES POSTAL SERVICE	253.09	513637	
REPUBLIC SERVICES	36.80	513695	
FUNCTION 4 LLC	155.00	513708	
ODP BUSINESS SOLUTIONS, LLC	490.04	513749	1,905.34*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	170.00	513585	
UNITED STATES POSTAL SERVICE	12.31	513637	
SIERRA SPRING WATER CO. - BT	65.47	513640	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	245.00	513700	
FUNCTION 4 LLC	31.00	513708	
TEXAS ASSOCIATION OF COUNTIES	250.00	513713	773.78*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	39.95	513602	
UNITED STATES POSTAL SERVICE	9.99	513637	
FUNCTION 4 LLC	31.00	513708	
PATRICIA MOODY	37.99	513718	
ODP BUSINESS SOLUTIONS, LLC	85.87	513749	204.80*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	180.13	513637	
SIERRA SPRING WATER CO. - BT	72.98	513638	
FUNCTION 4 LLC	467.00	513708	
FUNCTION4	695.72	513747	
ODP BUSINESS SOLUTIONS, LLC	110.73	513749	1,526.56*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	1.59	513637	
FUNCTION 4 LLC	31.00	513708	32.59*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.26	513637	
FUNCTION 4 LLC	31.00	513708	32.26*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	197.91	513637	
FUNCTION 4 LLC	62.00	513708	259.91*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	629.32	513708	
AMAZON CAPITAL SERVICES	38.97	513758	668.29*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	993.25	513567	
UNITED STATES POSTAL SERVICE	26.26	513637	
FUNCTION 4 LLC	31.00	513708	
ODP BUSINESS SOLUTIONS, LLC	133.70	513749	
AMAZON CAPITAL SERVICES	16.82	513758	1,201.03*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	25.00	513548	
B&L MAIL PRESORT SERVICE	1,223.45	513555	
CASH ADVANCE ACCOUNT	80.00	513581	
TEXAS WILDLIFE DAMAGE MGMT FUND	3,200.00	513609	
BOSWORTH PAPERS	4,607.60	513739	
TEX-21	20,000.00	513746	
ODP BUSINESS SOLUTIONS, LLC	622.40	513749	29,758.45*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO. 88	TOTAL
HAWKEYE INFORMATION SYSTEMS, INC.	750.00	513547	
CDW COMPUTER CENTERS, INC.	755.02	513614	
MICHAEL BAIN	408.72	513662	
FUNCTION 4 LLC	31.00	513708	
SHELDON JENKINS	416.58	513736	
STEEPMEADOW SOLUTIONS, LLC	6,373.72	513745	8,735.04*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	1,479.12	513637	
FUNCTION 4 LLC	31.00	513708	1,510.12*
ELECTIONS DEPARTMENT			
SIERRA SPRING WATER CO. - BT	3.99	513638	
AT&T MOBILITY	127.70	513694	
FUNCTION 4 LLC	31.00	513708	
ODP BUSINESS SOLUTIONS, LLC	361.32	513749	524.01*
DISTRICT ATTORNEY			
KIRKSEY'S SPRINT PRINTING	25.95	513582	
TRIANGLE BLUE PRINT CO., INC.	279.00	513610	
JAMES ARCENEUX	114.09	513635	
UNITED STATES POSTAL SERVICE	91.10	513637	
FUNCTION 4 LLC	223.75	513708	
RAYMOND SHEARER	272.00	513715	
HUMA NASIR	4,938.47	513764	
VERITEXT LLC	1,308.45	513765	7,252.81*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	189.39	513637	
FUNCTION 4 LLC	31.00	513708	220.39*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	4.65	513637	
KIMBERLY R. BROUSSARD	2,214.25	513668	
FUNCTION 4 LLC	62.00	513708	2,280.90*
58TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	513708	31.00*
60TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	513708	31.00*
136TH DISTRICT COURT			
TERI DAIGLE, CSR, RPR	204.76	513619	
FUNCTION 4 LLC	31.00	513708	235.76*
172ND DISTRICT COURT			
FUNCTION 4 LLC	31.00	513708	31.00*
252ND DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	795.00	513571	
UNITED STATES POSTAL SERVICE	51.42	513637	
ADA V. CHRISTY, CSR	71.50	513649	
SUMMER TANNER	2,475.00	513657	
JAMES R. MAKIN, P.C.	1,687.50	513677	
FUNCTION 4 LLC	62.00	513708	5,142.42*
279TH DISTRICT COURT			
KEVIN PAULA SEKALY PC	1,050.00	513595	
SOUTHEAST TEXAS WATER	14.95	513604	
CHARLES ROJAS	650.00	513617	
ANGELA L MORMAN	465.00	513663	

NAME	AMOUNT	CHECK NO. ⁸⁹	TOTAL
FUNCTION 4 LLC	31.00	513708	
JULIANNA NICKS	346.50	513768	
317TH DISTRICT COURT			2,557.45*
LAIRON DOWDEN, JR.	325.00	513564	
DONEANE E. BECKCOM	330.00	513643	
JOEL WEBB VAZQUEZ	655.00	513654	
WILLIAM FORD DISHMAN	1,760.00	513685	
MATUSKA LAW FIRM	1,050.00	513687	
LINDSEY SCOTT	700.00	513691	
FUNCTION 4 LLC	31.00	513708	
JUSTICE COURT-PCT 1 PL 1			4,851.00*
UNITED STATES POSTAL SERVICE	69.78	513637	
FUNCTION 4 LLC	31.00	513708	
AMAZON CAPITAL SERVICES	133.98	513758	
JUSTICE COURT-PCT 1 PL 2			234.76*
UNITED STATES POSTAL SERVICE	69.33	513637	
FUNCTION 4 LLC	31.00	513708	
JUSTICE COURT-PCT 2			100.33*
TAC - TEXAS ASSN. OF COUNTIES	70.00	513607	
BLUE360 MEDIA	85.95	513712	
ODP BUSINESS SOLUTIONS, LLC	212.83	513749	
JUSTICE COURT-PCT 4			368.78*
FUNCTION 4 LLC	31.00	513708	
JUSTICE COURT-PCT 6			31.00*
UNITED STATES POSTAL SERVICE	77.51	513637	
SIERRA SPRING WATER CO. - BT	58.97	513639	
FUNCTION 4 LLC	31.00	513708	
ODP BUSINESS SOLUTIONS, LLC	189.49	513749	
JUSTICE OF PEACE PCT. 8			356.97*
J.S. EDWARDS & SHERLOCK INS. AGENCY	142.00	513566	
FUNCTION 4 LLC	31.00	513708	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	513775	
COUNTY COURT AT LAW NO.1			244.00*
UNITED STATES POSTAL SERVICE	2.52	513637	
FUNCTION 4 LLC	31.00	513708	
KELLEY BURNS	621.50	513756	
COUNTY COURT AT LAW NO. 2			655.02*
UNITED STATES POSTAL SERVICE	17.64	513637	
FUNCTION 4 LLC	31.00	513708	
LAURIE PEROZZO	300.00	513774	
BENJAMIN ALAN JEFFERIES	1,100.00	513778	
COUNTY COURT AT LAW NO. 3			1,448.64*
TODD W LEBLANC	400.00	513549	
UNITED STATES POSTAL SERVICE	11.97	513637	
SIERRA SPRING WATER CO. - BT	28.98	513642	
LANGSTON ADAMS	550.00	513646	
JOEL WEBB VAZQUEZ	400.00	513654	
FUNCTION 4 LLC	31.00	513708	
THE SAMUEL FIRM, PLLC	250.00	513728	
LAW OFFICE OF GILES R COLE & ASSOC	550.00	513740	
COURT MASTER			2,221.95*

NAME	AMOUNT	CHECK NO. ⁹⁰	TOTAL
UNITED STATES POSTAL SERVICE	.63	513637	
LAWRENCE E THORNE III	3,134.90	513674	
FUNCTION 4 LLC	31.00	513708	3,166.53*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	1.26	513637	
FUNCTION 4 LLC	31.00	513708	32.26*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	513708	124.00*
SHERIFF'S DEPARTMENT			
JEFFERSON CTY. SHERIFF'S DEPARTMENT	820.00	513579	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,265.00	513580	
AT&T	49.90	513605	
UNITED STATES POSTAL SERVICE	2,474.52	513637	
REPUBLIC SERVICES	73.61	513695	
FUNCTION 4 LLC	310.00	513708	
ODP BUSINESS SOLUTIONS, LLC	73.79	513749	
AT&T	49.90	513770	5,116.72*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	118.58	513553	
DELL MARKETING L.P.	5,374.93	513563	
FED EX	65.04	513569	
IACT	50.00	513577	
HENRY SCHEIN, INC.	190.91	513594	
SOUTHEAST TEXAS WATER	79.90	513600	
CERILLIANT	129.20	513647	
CLAN LAB INVESTIGATING CHEMISTS	200.00	513648	
CLINIQA CORPORATION	333.20	513655	
LIPOMED	48.80	513673	
QUALTRAX COMPLIANCE SOFTWARE	12,643.29	513676	
FUNCTION 4 LLC	31.00	513708	
FERGUSON ENTERPRISES INC	117.62	513709	
AIRGAS USA, LLC	385.66	513725	
ODP BUSINESS SOLUTIONS, LLC	71.54	513749	
BAK GLOBAL LLC	100.00	513760	
BIOIVT LLC	287.50	513767	20,227.17*
JAIL - NO. 2			
AAA LOCK & SAFE	120.00	513545	
CITY OF BEAUMONT - WATER DEPT.	26.00	513557	
ECOLAB	4,201.22	513565	
W.W. GRAINGER, INC.	1,602.39	513570	
ENTERGY	31,218.65	513572	
HERNANDEZ OFFICE SUPPLY, INC.	364.72	513576	
KIRKSEY'S SPRINT PRINTING	35.35	513582	
SHERWIN-WILLIAMS	358.96	513597	
WORTH HYDROCHEM OF THE GULF COAST	390.00	513612	
LOWE'S HOME CENTERS, INC.	197.70	513644	
ATTABOY TERMITE & PEST CONTROL	1,570.00	513672	
REPUBLIC SERVICES	5,927.52	513695	
BOUDREAUX'S TRUCK & TRAILER REPAIR	1,430.68	513698	
FUNCTION 4 LLC	217.00	513708	
FERGUSON ENTERPRISES INC	11,280.18	513709	
CORRHEALTH PLLC	1,286,139.40	513716	
LASALLE CORRECTIONS VI LLC	82,350.00	513724	
BOSWORTH PAPERS	975.20	513739	
SPINDLETOP PLUMBING	1,940.00	513744	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	383.85	513754	1,430,728.82*
JUVENILE PROBATION DEPT.			
WILLIE DAVIS	88.43	513551	
UNITED STATES POSTAL SERVICE	6.54	513637	
SHANNA CITIZEN	64.85	513645	
ROXANA MITCHELL	146.07	513693	

NAME	AMOUNT	CHECK NO. ⁹¹	TOTAL
FUNCTION 4 LLC	93.00	513708	
EDWIN JAY FRANK	153.93	513717	
ODP BUSINESS SOLUTIONS, LLC	58.64	513749	611.46*
JUVENILE DETENTION HOME			
ENTERGY	3,906.66	513572	
MOORE SERVICE CO., INC.	986.12	513584	
AT&T	927.22	513605	
BEN E KEITH COMPANY	3,256.49	513652	
VANSHECA SANDERS-CHEVIS	500.00	513658	
REPUBLIC SERVICES	519.60	513695	
FUNCTION 4 LLC	31.00	513708	
LA COSTA DENTAL OF PORT ARTHUR PA	35.00	513721	
VEQUAL ROBERTS	400.00	513738	
FLOWERS BAKING COMPANY OF HOUSTON	70.07	513753	
BAK GLOBAL LLC	280.00	513760	10,912.16*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	33.02	513637	
FUNCTION 4 LLC	31.00	513708	64.02*
CONSTABLE-PCT 4			
DISH NETWORK	87.42	513660	
FUNCTION 4 LLC	31.00	513708	
ODP BUSINESS SOLUTIONS, LLC	299.26	513749	417.68*
CONSTABLE-PCT 6			
TAC - TEXAS ASSN. OF COUNTIES	45.00	513608	
UNITED STATES POSTAL SERVICE	5.37	513637	
FUNCTION 4 LLC	31.00	513708	
BLUE360 MEDIA	251.94	513712	
ODP BUSINESS SOLUTIONS, LLC	275.37	513749	608.68*
CONSTABLE PCT. 7			
TAC - TEXAS ASSN. OF COUNTIES	115.00	513608	115.00*
CONSTABLE PCT. 8			
GALLS LLC	126.15	513690	
FUNCTION 4 LLC	31.00	513708	
ODP BUSINESS SOLUTIONS, LLC	265.47	513749	
AMAZON CAPITAL SERVICES	97.66	513758	520.28*
AGRICULTURE EXTENSION SVC			
DAVID OATES	68.12	513699	
FUNCTION 4 LLC	31.00	513708	
ODP BUSINESS SOLUTIONS, LLC	75.22	513749	174.34*
HEALTH AND WELFARE NO. 1			
ENTERGY	70.00	513575	
MCKESSON MEDICAL-SURGICAL INC	594.97	513615	
UNITED STATES POSTAL SERVICE	75.24	513637	
FUNCTION 4 LLC	62.00	513708	
NUANCE COMMUNICATIONS, INC	118.50	513729	
MUNRO'S UNIFORM SERVICES, LLC	77.12	513751	997.83*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	3,000.00	513560	
CASH ADVANCE ACCOUNT	149.00	513581	
FUNCTION 4 LLC	62.00	513708	
NUANCE COMMUNICATIONS, INC	118.50	513729	3,329.50*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC	1,053.28	513615	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	31.00	513708	
BAK GLOBAL LLC	100.00	513760	
			1,184.28*
CHILD WELFARE UNIT			
ROSS DRESS FOR LESS, INC.	5,921.30	513773	
			5,921.30*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC	31.00	513708	
			31.00*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	513664	
JAMES DYKES	600.00	513719	
MICHAEL BARNES	1,200.00	513743	
ODP BUSINESS SOLUTIONS, LLC	11.18	513749	
OUTCOMES OPERATING INC	159.30	513766	
			5,743.48*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - LANDFILL	25.00	513554	
W.W. GRAINGER, INC.	87.24	513570	
ACE IMAGEWEAR	228.41	513596	
S.E. TEXAS BUILDING SERVICE	24,342.17	513599	
TEXAS FIRE & COMMUNICATIONS	105.00	513620	
LOWE'S HOME CENTERS, INC.	369.53	513644	
AT&T GLOBAL SERVICES	473.50	513650	
ENTERPRISE SYSTEMS CORPORATION	6,669.60	513688	
REPUBLIC SERVICES	1,558.80	513695	
FUNCTION 4 LLC	31.00	513708	
FERGUSON ENTERPRISES INC	146.54	513709	
ODP BUSINESS SOLUTIONS, LLC	54.08	513749	
SOUTHWESTERN PAINT&WALLPAPER CO INC	325.43	513759	
			34,416.30*
MAINTENANCE-PORT ARTHUR			
S.E. TEXAS BUILDING SERVICE	5,000.00	513599	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	125.00	513670	
FUNCTION 4 LLC	93.00	513708	
COTTON CARGO	256.20	513730	
WES VICE HARDWOODS & SUPPLY INC	498.55	513735	
PARKER'S BUILDING SUPPLY	23.57	513757	
CHARTER COMMUNICATIONS	106.67	513776	
			6,102.99*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	79.08	513596	
AT&T	697.37	513605	
W. JEFFERSON COUNTY M.W.D.	50.88	513611	
A1 FILTER SERVICE COMPANY	99.50	513679	
REPUBLIC SERVICES	83.13	513695	
BOSCO INDUSTRIES	250.00	513702	
FUNCTION 4 LLC	31.00	513708	
			1,290.96*
SERVICE CENTER			
SPIDLE & SPIDLE	3,235.72	513552	
CHUCK'S WRECKER SERVICE	125.00	513556	
J.K. CHEVROLET CO.	349.60	513578	
THE MUFFLER SHOP	91.00	513586	
PHILPOTT MOTORS, INC.	217.99	513589	
JEFFERSON CTY. TAX OFFICE	7.50	513621	
JEFFERSON CTY. TAX OFFICE	7.50	513622	
JEFFERSON CTY. TAX OFFICE	7.50	513623	
JEFFERSON CTY. TAX OFFICE	7.50	513624	
JEFFERSON CTY. TAX OFFICE	7.50	513625	
JEFFERSON CTY. TAX OFFICE	7.50	513626	
JEFFERSON CTY. TAX OFFICE	7.50	513627	
JEFFERSON CTY. TAX OFFICE	7.50	513628	
JEFFERSON CTY. TAX OFFICE	7.50	513629	
JEFFERSON CTY. TAX OFFICE	7.50	513630	
JEFFERSON CTY. TAX OFFICE	7.50	513631	

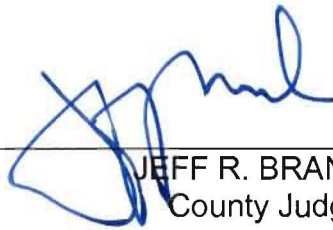
NAME	AMOUNT	CHECK NO. ⁹³	TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	513632	
JEFFERSON CTY. TAX OFFICE	7.50	513633	
BUMPER TO BUMPER	16.06	513656	
ROBERT'S TEXACO XPRESS LUBE	77.00	513667	
AMERICAN TIRE DISTRIBUTORS	374.98	513669	
MIGHTY OF SOUTHEAST TEXAS	598.67	513678	
SPANKY'S WRECKER SERVICE INC	150.00	513681	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	513692	
REPUBLIC SERVICES	83.13	513695	
FUNCTION 4 LLC	31.00	513708	
HOLLIER CONSTRUCTION CO LLC	7,400.00	513720	
VOYAGER FLEET SYSTEM, INC.	20,412.18	513772	
VETERANS SERVICE			33,267.33*
FUNCTION 4 LLC	62.00	513708	
			62.00*
MOSQUITO CONTROL FUND			1,648,996.03**
CITY OF NEDERLAND	34.90	513559	
ACE IMAGEWEAR	74.42	513596	
AT&T	48.36	513605	
REPUBLIC SERVICES	83.13	513695	
FUNCTION 4 LLC	31.00	513708	
TARGET SPECIALTY PRODUCTS	22,438.80	513710	
O'REILLY AUTO PARTS	216.94	513722	
BREATH ALCOHOL TESTING			22,927.55**
IACT	50.00	513577	
FAMILY GROUP CONFERENCING			50.00**
FUNCTION 4 LLC	31.00	513708	
J.C. FAMILY TREATMENT			31.00**
MARY BEVIL	511.00	513737	
BEAUMONT OCCUPATIONAL SERVICES	239.85	513761	
LAW LIBRARY FUND			750.85**
FUNCTION 4 LLC	31.00	513708	
EMPG GRANT			31.00**
SOUTHEAST TEXAS WATER	30.45	513603	
FUNCTION 4 LLC	378.92	513708	
JUVENILE PROB & DET. FUND			409.37**
VERIZON WIRELESS	65.50	513771	
GRANT A STATE AID			65.50**
BI INCORPORATED	44.00	513618	
COMMUNITY SUPERVISION FND			44.00**
SAM HOUSTON STATE UNIVERSITY	570.00	513592	
UNITED STATES POSTAL SERVICE	85.05	513637	
REDWOOD TOXICOLOGY LABORATORY, INC	17,195.62	513661	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	513664	
FUNCTION 4 LLC	62.00	513708	
ODP BUSINESS SOLUTIONS, LLC	365.71	513749	
BAK GLOBAL LLC	100.00	513760	
CHARTER COMMUNICATIONS	121.33	513777	
COMMUNITY CORRECTIONS PRG			25,464.71**
FUNCTION 4 LLC	31.00	513708	
DRUG DIVERSION PROGRAM			31.00**

NAME	AMOUNT	CHECK NO. ⁹⁴	TOTAL
FUNCTION 4 LLC	31.00	513708	31.00**
LAW OFFICER TRAINING GRT			
ENTERGY	28.03	513572	
ENTERGY	292.00	513769	320.03**
SCAAP GRANT			
JUSTICE BENEFITS INC	12,048.42	513734	12,048.42**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	1,512.85	513572	
TRIANGLE BLUE PRINT CO., INC.	127.99	513610	
DISH NETWORK	138.43	513659	
TACVB	495.00	513666	
TEXAS HOTEL & LODGING ASSOCIATION	400.00	513671	
REPUBLIC SERVICES	83.13	513695	
GRINNELL COMPUTERS	450.00	513703	
FUNCTION 4 LLC	281.06	513708	
VICTORIA RHODES	222.70	513732	
CHAPMAN VENDING	265.07	513741	
MUNRO'S UNIFORM SERVICES, LLC	344.18	513750	4,320.41**
DISTRICT CLK RECORDS MGMT			
KOFILE TECHNOLOGIES INC	50,000.00	513680	
FUNCTION 4 LLC	62.00	513708	50,062.00**
AIRPORT FUND			
TRIANGLE LOCKSMITH	150.00	513550	
SPIDLE & SPIDLE	2,554.84	513552	
CITY OF NEDERLAND	33.21	513559	
COBURN SUPPLY COMPANY INC	104.01	513562	
ENTERGY	1,123.26	513574	
OVERHEAD DOOR CO.	275.00	513588	
SANITARY SUPPLY, INC.	271.08	513593	
UNITED STATES POSTAL SERVICE	1.26	513637	
LOWE'S HOME CENTERS, INC.	107.50	513644	
TEXAS COMMISSION ON ENVIRONMENTAL	200.00	513651	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,203.00	513682	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	11.08	513686	
PETROLEUM MATERIALS LLC	165.00	513689	
REPUBLIC SERVICES	332.52	513695	
EAGLE PUMP & METERS INC	1,807.00	513704	
FUNCTION 4 LLC	62.00	513708	
M&R FLEET SERVICES, INC.	65.80	513723	
TITAN AVIATION FUELS	136,846.09	513726	
MUNRO'S UNIFORM SERVICES, LLC	63.50	513750	
AERO PERFORMANCE	428.08	513752	
BLUEGLOBES, LLC	2,450.22	513755	148,254.45**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	227,607.00	513714	
NEUROMUSCULAR CORPORATE SOLUTIONS	12,150.00	513727	
UNITED HEALTHCARE SERVICES INC	600.34	513733	240,357.34**
SETEC FUND			
REPUBLIC SERVICES	1,350.00	513695	1,350.00**
LIABILITY CLAIMS ACCOUNT			
JEFFERSON CTY - WORKERS COMP	3,755.72	513763	3,755.72**
WORKER'S COMPENSATION FD			
JEFFERSON CTY - WORKERS COMP	35,674.91	513763	35,674.91**
LANGUAGE ACCESS FUND			

NAME	AMOUNT	CHECK NO. ⁹⁵	TOTAL
ANITA U SEPEDA	100.00	513675	
RUBEN ZAPATA	100.00	513762	200.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,056.68	513665	2,056.68**
MARINE DIVISION			
RITTER @ HOME	275.40	513591	
SUN COAST RESOURCES, LLC.	12,659.66	513606	
ADVANCED SYSTEMS & ALARM SERVICES,	120.00	513616	
SIERRA SPRING WATER CO. - BT	75.96	513641	
PETROLEUM SOLUTIONS, INC.	471.94	513653	
VECTOR SECURITY	49.45	513711	
ODP BUSINESS SOLUTIONS, LLC	11.18	513749	13,663.59**
SHERIFF - COMMISSARY			
AMAZON CAPITAL SERVICES	4,889.90	513758	4,889.90**
			2,232,020.15***

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this _____ day of _____, 2024.



JEFF R. BRANICK
County Judge

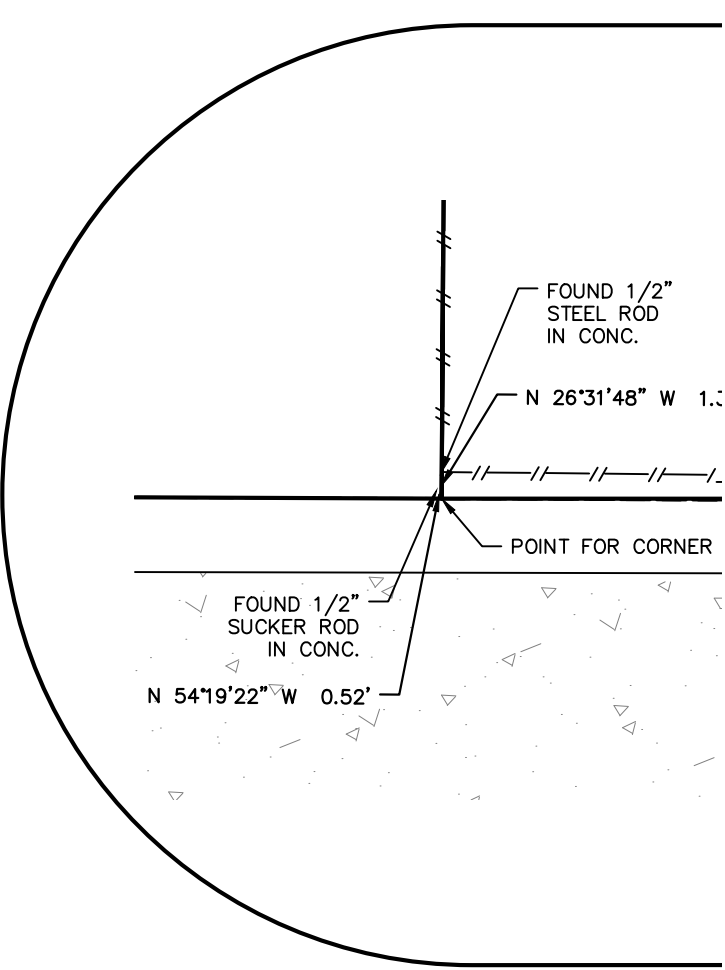
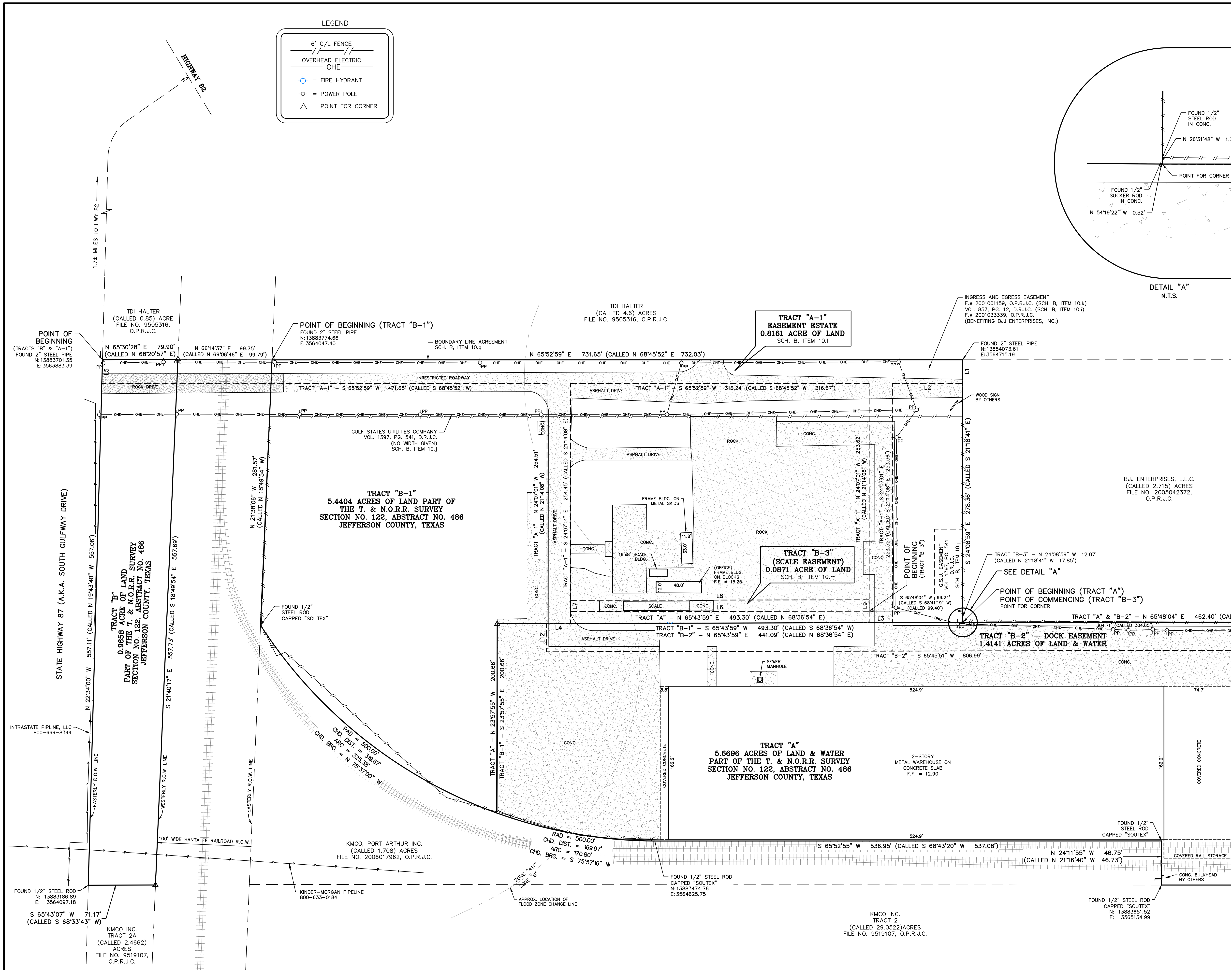


COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No 4



DESCRIPTION OF SERVICES: LOCATE CORNERS AND SHOW IMPROVEMENTS
SURVEYOR'S CERTIFICATION: TO THE LIEN HOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO STEWARD TITLE GUARANTY COMPANY

The undersigned does hereby certify that this survey was this day 4/21/16 made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, shortages of area, boundary line conflicts, encroachments, over-lapping of improvements, except as shown hereon, and that said property has access to and from a dedicated roadway. This survey is certified for this transaction only; it is not transferable to additional institutions or subsequent owners.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT (RELEASE DATE: _____)

ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481

SURVEYORS NOTES

- COORDINATES, BEARINGS, DISTANCES & ACREAGE ARE BASED ON STATE PLANE COORDINATE GRID SYSTEM, TEXAS-SOUTH CENTRAL ZONE NAD 83 (2011 EPOCH) REFERENCED TO SMARTNET, NORTH AMERICA
- THIS SURVEY DOES NOT WARRANT OWNERSHIP. THERE MAY BE EASEMENTS, OR OTHER MATTERS NOT SHOWN.
- IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE "B" & "A11". LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC., DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP DATED 4/17/84, PANEL NO. 485499-0045-E
- PROPERTY SUBJECT TO ON-SITE WASTE WATER AFFIDAVIT, F.# 2001001339, O.P.R.J.C.

SOUTEX
SURVEYORS & ENGINEERS

T.B.P.E. FIRM #5755 • T.X.L.S. FIRM #10123800

3737 Doctors Drive
Port Arthur, Texas 776
Tel. 409.985.200
Fax. 409.985.200
soutexsurveyors.com

©RIGHTS RE

TRACT "A"
5.6696 ACRES OF LAND AND WATER
OUT OF THE T. & N.O.R.R. SURVEY, SECTION NO. 122, ABSTRACT NO. 486,
JEFFERSON COUNTY, TEXAS

BEING 5.6696 acres of land and water out of and a part of the T. & N.O.R.R. Survey No. 122, Abstract No. 486, Jefferson County, Texas; being part of a (Called 11.110) acre tract of land conveyed to L.A. Ash, Inc., recorded in File No. 2006050071, Official Public Records, Jefferson County, Texas; said 5.6696 acre tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a point for corner for the Southwest corner of a (Called 2.715) acre tract of land conveyed to B. J. Enterprises, LLC, recorded in File No. 2005042372, Official Public Records, Jefferson County, Texas; said point for corner being on the North line of the herein described tract;

THENCE, North 65 deg., 48 min., 04 sec., East (Called North 68 deg., 36 min., 54 sec., East), on the South line of the (Called 2.715) acre tract, a distance of 304.71' (Called 304.65') passing a 1/2" steel rod found for reference point; continuing for a total distance of 462.40' to a point for corner being the Southeast corner of the (Called 2.715) acre tract in the waters of Port Arthur West Turning Basin; said point for corner being the Northeast corner of the herein described tract;

THENCE, South 45 deg., 29 min., 00 sec., East (Called South 42 deg., 56 min., 25 sec., East), on the West line of said Port Arthur West Turning Basin, a distance of 300.66' (Called 300.51') to a point for corner in the water for the Northeast corner of a (Called 29.0522) acre tract of land conveyed to KMCO, Inc., recorded as Tract 2 in File No. 9519107, Official Public Records, Jefferson County, Texas; said point for corner being the Southeast corner of the herein described tract;

THENCE, South 65 deg., 55 min., 40 sec., West (Called South 68 deg., 45 min., 58 sec., West), on the North line of the (Called 29.0522) acre tract, a distance of 363.03' to a 3/4" steel rod, capped and marked "SOUTEX", found for the Southeast corner of a (Called 1.708) acre tract of land conveyed to KMCO Port Arthur, Inc., recorded in File No. 200607962, Official Public Records, Jefferson County, Texas; said point for corner being an exterior corner of the herein described tract;

THENCE, North 24 deg., 11 min., 55 sec., West (Called North 21 deg., 16 min., 40 sec., West), on the East line of the (Called 1.708) acre tract, a distance of 46.75' (Called 46.73') to a 3/4" steel rod, capped and marked "SOUTEX", found for the Northeast corner of the (Called 1.708) acre tract; said 3/4" steel rod being on interior corner of the herein described tract;

THENCE, South 65 deg., 52 min., 55 sec., West (Called South 68 deg., 43 min., 20 sec., West), on the North line of the (Called 1.708) acre tract, a distance of 536.95' (Called 537.08') to a 3/4" steel rod, capped and marked "SOUTEX", found for corner; having a State Plane Coordinate of N. 13883474.76, E. 3564625.75;

THENCE, continuing on the North line of the (Called 1.708) acre tract on the arc of a curve to the right having a radius of 500.00', an arc length of 170.80', a chord bearing of South 75 deg., 57 min., 16 sec., West, a chord distance of 169.97' to a point for corner being the Southwest corner of the herein described tract;

THENCE, North 23 deg., 57 deg., 55 min., West, a distance of 200.66' to a point for corner being the Northwest corner of the herein described tract;

THENCE, North 65 deg., 48 min., 04 sec., East (Called North 68 deg., 36 min., 54 sec., East), a distance of 493.30' to the POINT OF BEGINNING and containing 5.6696 acres of land, more or less.

Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83, Epoch 2011, US Survey Feet. Referenced to SmartNet, North America.

This description is based on the Land Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on April 21, 2016.

GT Logistics, LLC
LS-16-0241-1

TRACT "A-1"
EASEMENT ESTATE
0.8161 ACRE OF LAND FOR INGRESS/EGRESS PURPOSES
OUT OF THE T. & N.O.R.R. SURVEY, SECTION NO. 122, ABSTRACT NO. 486,
JEFFERSON COUNTY, TEXAS

BEING 0.8161 acre of land out of and a part of the T. & N.O.R.R. Survey, Section No. 122, Abstract No. 486, Jefferson County, Texas; being part of (Called 0.967 and 11.110) acre tracts of land conveyed to L.A. Ash, Inc., recorded in File No. 2006050071 and File No. 2006050073 Official Public Records, Jefferson County, Texas; said 0.8161 acre tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a 2" steel pipe found for the Northwest corner of the (Called 0.967) acre tract on the Easterly right of way line of a dedicated road named State Highway 87; said 2" steel pipe being the Southwest corner of a (Called 0.85) acre tract of land conveyed to TDI Halter, recorded in File No. 9505316, Official Public Records, Jefferson County, Texas; also being Northwest corner of the herein described tract;

THENCE, North 65 deg., 30 min., 28 sec., East (Called North 68 deg., 20 min., 57 sec., East), on the North line of the (Called 0.967) acre tract and the South line of the (Called 0.85) acre tract, a distance of 79.90' to a point for corner being the Southeast corner of the (Called 0.85) acre tract on the Westerly line of a 100' wide Santa Fe Railroad right of way, said point for corner being an angle point on the North line of the herein described tract;

THENCE, North 66 deg., 14 min., 37 sec., East (Called North 69 deg., 06 min., 46 sec., East), crossing said Santa Fe Railroad right of way, a distance of 99.75' (Called 99.79') to a 2" steel pipe found for the Northwest corner of the (Called 11.110) acre tract; said 2" steel pipe being the Southwest corner of a (Called 4.6) acre tract of land conveyed to TDI Halter, recorded in File No. 9505316, Official Public Records, Jefferson County, Texas;

THENCE, North 65 deg., 52 min., 59 sec., East (Called North 68 deg., 45 min., 52 sec., East), on the South line of the (Called 4.6) acre tract, some being the North line of the (Called 11.110) acre tract, a distance of 731.65' (Called 732.03') to a 2" steel pipe found for the Northwest corner of a tract of land conveyed to BJJ Enterprises, recorded in File No. 2005042372, Official Public Records, Jefferson County, Texas; said 2" steel pipe being the most Northerly Northeast corner of the (Called 11.110) acre tract and the Northeast corner of the herein described tract;

THENCE, South 24 deg., 08 min., 59 sec., East, on the Westerly line of said BJJ Enterprises tract and Easterly line of the (Called 11.110) acre tract, a distance of 25.00' to a point for corner;

THENCE, South 65 deg., 52 min., 59 sec., West, a distance of 74.10' to a point for corner;

THENCE, South 24 deg., 07 min., 01 sec., East (Called South 21 deg., 14 min., 08 sec., East, a distance of 253.55' (Called 253.56') to a point for corner on the North line of a 5.6696 acre tract of land and water surveyed this date;

THENCE, South 65 deg., 43 min., 59 sec., West, on the North line of the 5.6696 acre tract, a distance of 250.0' to a point for corner;

THENCE, North 24 deg., 07 min., 01 sec., West (Called North 21 deg., 14 min., 08 sec., West), a distance of 253.62' to a point for corner;

THENCE, South 65 deg., 52 min., 59 sec., West (Called South 68 deg., 45 min., 52 sec., West), a distance of 316.24' (Called 316.67') to a point for corner;

THENCE, South 24 deg., 07 min., 01 sec., East (Called South 21 deg., 14 min., 08 sec., East), a distance of 254.45' to a point for corner on the North line of the 5.6696 acre tract.

THENCE, South 65 deg., 43 min., 59 sec., West, on the North line of the 5.6672 acre tract, a distance of 25.00' to a point for corner;

THENCE, North 34 deg., 07 min., 01 sec., West (Called North 21 deg., 14 min., 08 sec., West), a distance of 254.51' to a point for corner;

THENCE, South 65 deg., 52 min., 59 sec., West (Called South 68 deg., 45 min., 52 sec., West), a distance of 471.65' to a point for corner on the Easterly right of way line of said State Highway 87, same being the West line of the (Called 0.967) acre tract; said point for corner being the Southwest corner of the herein described tract;

THENCE, North 22 deg., 34 min., 00 sec., West, on the Easterly right of way line of said State Highway 87, same being the West line of the (Called 0.967) acre tract, a distance of 25.11' to the POINT OF BEGINNING and containing 0.8161 acre of land, more or less.

Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83, Epoch 2011, US Survey Feet. Referenced to SmartNet, North America.

This description is based on the Land Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on April 21, 2016.

GT Logistics, LLC
LS-16-0241-2

TRACT "B"
0.9658 (CALLED 0.967) ACRE OF LAND
OUT OF THE T. & N.O.R.R. SURVEY, SECTION NO. 122, ABSTRACT NO. 486,
JEFFERSON COUNTY, TEXAS

BEING 0.9658 (Called 0.967) acre of land out of and a part of the T. & N.O.R.R. Survey, Section No. 122, Abstract No. 486, Jefferson County, Texas; being the same land conveyed to L.A. Ash, Inc., recorded in File No. 2006050071, Official Public Records, Jefferson County, Texas; said 0.9658 acre tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a 2" steel pipe found on the Easterly right of way line of a dedicated road named State Highway 87; said 2" steel pipe being the Southwest corner of a (Called 0.85) acre tract of land conveyed to TDI Halter, recorded in File No. 9505316, Official Public Records, Jefferson County, Texas; said 2" steel rod being the Northwest corner of the herein described tract;

THENCE, North 65 deg., 30 min., 28 sec., East (Called North 68 deg., 20 min., 57 sec., East), on the South line of the (Called 0.85) acre tract, a distance of 79.90' to a point for corner being the Southeast corner of the (Called 0.85) acre tract on the Westerly line of a 100' wide Santa Fe Railroad right of way; said point for corner being the Northeast corner of the herein described tract;

THENCE, South 21 deg., 40 min., 17 sec., East (Called South 18 deg., 49 min., 54 sec., East), on the Westerly line of said Santa Fe Railroad right of way, a distance of 557.73' (Called 557.69') to a point for corner being the Northeast corner of a (Called 2.4662) acre tract of land known as Tract 2A conveyed to KMCO, Inc., recorded in File No. 9519107, Official Public Records, Jefferson County, Texas; said point for corner being the Southeast corner of the herein described tract;

THENCE, South 65 deg., 43 min., 07 sec., West (Called South 68 deg., 33 min., 43 sec., West), on the North line of said Tract 2A, a distance of 71.17' to a 3/4" steel rod found on the Easterly right of way line of said State Highway 87; said 3/4" steel rod being the Southwest corner of the herein described tract;

THENCE, North 22 deg., 34 min., 00 sec., West (Called North 19 deg., 43 min., 40 sec., West), on the Easterly right of way line of said State Highway 87, a distance of 537.11' (Called 537.06') to the POINT OF BEGINNING and containing 0.9658 acre of land, more or less.

Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83, Epoch 2011, US Survey Feet. Referenced to SmartNet, North America.

This description is based on the Land Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on April 21, 2016.

GT Logistics, LLC
LS-16-0241-3

TRACT "B-1"
5.4404 ACRES OF LAND
OUT OF THE T. & N.O.R.R. SURVEY, SECTION NO. 122, ABSTRACT NO. 486,
JEFFERSON COUNTY, TEXAS

BEING 5.4404 acres of land out of and a part of the T. & N.O.R.R. Survey, Section No. 122, Abstract No. 486, Jefferson County, Texas; being part of a (Called 11.110) acre tract of land conveyed to L.A. Ash, Inc., recorded in File No. 2006050071, Official Public Records, Jefferson County, Texas; said 5.4404-acre tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a 2" steel pipe found for the Northwest corner of the (Called 11.110) acre tract, same being the Southwest corner of a (Called 4.6) acre tract of land conveyed to TDI Halter, recorded in File No. 9505316, Official Public Records, Jefferson County, Texas; said 2" steel pipe being on the Easterly line of a 100' wide Santa Fe Railroad right of way, also being the Northwest corner of the herein described tract; having a State Plane Coordinate of N: 13883774.66, E: 3564047.40;

THENCE, North 65 deg., 52 min., 59 sec., East (Called North 68 deg., 45 min., 52 sec., East), on the North line of the (Called 11.110) acre tract, some being the South line of the (Called 4.6) acre tract, a distance of 731.65' (Called 732.03') to a 2" steel pipe found for the most Northerly Northeast corner of the (Called 11.110) acre tract; said 2" steel pipe being the Northwest corner of a (Called 2.715) acre tract of land conveyed to BJJ Enterprises, LLC, recorded in File No. 2005042372, Official Public Records, Jefferson County, Texas;

THENCE, South 24 deg., 08 min., 59 sec., East (Called South 21 deg., 18 min., 41 sec., East), on the West line of the (Called 2.715) acre tract, a distance of 278.36' to a point for corner being the Southwest corner of the (Called 2.715) acre tract and an interior corner of the (Called 11.110) acre tract;

THENCE, South 65 deg., 48 min., 04 sec., West (Called South 68 deg., 36 min., 54 sec., West), a distance of 493.30' to a point for corner;

THENCE, South 23 deg., 57 min., 55 sec., East, a distance of 200.66' to a point for corner on the North line of a (Called 1.708) acre tract of land conveyed to KMCO, Port Arthur Inc., recorded in File No. 2006017962, Official Public Records, Jefferson County, Texas; said point for corner being the most Southerly Southeast corner of the herein described tract;

THENCE, on the North line of the (Called 1.708) acre tract on the arc of a curve to the right having a radius of 500.00', an arc length of 325.38', a chord bearing of North 75 deg., 37 min., 00 sec., West, a chord distance of 319.67' to a 3/4" steel rod, capped and marked "SOUTEX", found on the Easterly line of said Santa Fe Railroad right of way, same being the West line of the (Called 11.110) acre tract and the most Westerly Southwest corner of the herein described tract;

THENCE, North 21 deg., 38 min., 08 sec., West (Called North 18 deg., 49 min., 54 sec., West), on the Easterly line of said Santa Fe Railroad right of way, same being the West line of the (Called 11.110) acre tract, a distance of 281.57' to the POINT OF BEGINNING and containing 5.4404 acres of land, more or less.

Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83, Epoch 2011, US Survey Feet. Referenced to SmartNet, North America.

This description is based on the Land Survey made by Anth No. 5481, on April 21, 2016.

GT Logistics, LLC
LS-16-0241-4

TRACT "B
DOCK EASE
1.4141 ACRES OF LAND AND WATER
OUT OF THE T. & N.O.R.R. SURVEY, SEC
JEFFERSON COUNT

BEING 1.4141 acres of land and water out of and a part of No. 486, Jefferson County, Texas; being part of a (Called 1" recorded in File No. 2006050071, Official Public Records, Je more fully described by metes and bounds as follows, to w'

BEGINNING at a point for corner being the Southwest corner recorded in File No. 2005042372, Official Public Records, Je angle point on the Northerly line of the (Called 11.110) acre tract;

THENCE, North 65 deg., 48 min., 04 sec., East (Called North of said BJJ Enterprises tract, same being the Northerly line 304.71' (Called 304.65') passing a 1/2" steel rod found for r 462.40' to a point for corner in the water of Port Arthur M most Northeastery corner of the (Called 11.110) acre tract;

THENCE, South 45 deg., 49 min., 00 sec., East (Called South line of the (Called 11.110) acre tract, a distance of 300.66' for the Northeast corner of a (Called 29.0522) acre tract a 9519107, Official Public Records, Jefferson County, Texas, t the herein described tract;

THENCE, South 65 deg., 55 min., 40 sec. West (Called South of the (Called 29.0522) acre tract, a distance of 176.96' to Southwest corner of the herein described tract;

THENCE, North 24 deg., 16 min., 50 sec., West, a distance corner of the herein described tract;

THENCE, South 65 deg., 29 min., 16 sec., West, a distance corner of the herein described tract;

THENCE, North 24 deg., 16 min., 50 sec., West, a distance corner of the herein described tract;

THENCE, South 65 deg., 35 min., 51 sec., West, a distance Westerly Southwest corner of the herein described tract;

THENCE, North 24 deg., 06 min., 43 sec., West, a distance corner of the herein described tract;

THENCE, North 65 deg., 43 min., 59 sec., East (Called North 441.09' to the POINT OF BEGINNING and containing 1.4141 a

Bearings, distances, coordinates and acreage are based on : South-Central Zone, NAD 83, Epoch 2011, US Survey Feet. Referenced to SmartNet, North America.

This description is based on the Land Survey made by Anth No. 5481, on April 21, 2016.

GT Logistics, LLC
LS-16-0241-5

TRACT "B
SCALE EASE
0.0871 ACRE
OUT OF THE T. & N.
SECTION NO. 122, ABC
JEFFERSON COUNT

BEING 0.0871 acre of land out of and a part of the T. & I Jefferson County, Texas; being part of a (Called 11.110) acr- in File No. 2006050071, Official Public Records, Jefferson Co described by metes and bounds as follows, to wit:

COMMENCING at a point for corner being the Southwest cor recorded in File No. 2005042372, Official Public Records, Je angle point on the Northerly line of the (Called 11.110) acre

THENCE, North 24 deg., 08 min., 59 sec., West (Called North line of said BJJ Enterprises tract and the (Called 11.110) ac point;

THENCE, South 65 deg., 48 min., 04 sec., West (Called South 99.24' (Called 99.40') to a point for corner for the POINT C described tract;

THENCE, South 65 deg., 48 min., 04 sec., West a distance corner of the herein described tract;

THENCE, North 24 deg., 07 min., 01 sec., West, a distance corner of the herein described tract;

THENCE, North 65 deg., 48 min., 04 sec., East, a distance corner of the herein described tract;

THENCE, South 24 deg., 07 min., 01 sec., East, a distance 0.0871 acre of land, more or less.

Bearings, distances, coordinates and acreage are based on : South-Central Zone, NAD 83, Epoch 2011, US Survey Feet. Referenced to SmartNet, North America.

This description is based on the Land Survey made by Anth No. 5481, on April 21, 2016.

GT Logistics, LLC
LS-16-0241-6

DESCRIPTION OF SERVICES: LOCATE CORNERS AND SHOW IMPROVEMENTS
SURVEYOR'S CERTIFICATION
TO THE LIEN HOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO STEWART TITLE GUARANTY COMPANY
The undersigned does hereby certify that this survey was this day 4/21/16 made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, shortages of area, boundary line conflicts, encroachments, over-lapping of improvements, except as shown hereon, and that said property has access to and from a dedicated roadway. This survey is certified for this transaction only; it is not transferable to additional institutions or subsequent owners.
PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT (RELEASE DATE:)
ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481

SURVEYORS NOTES
1. COORDINATES, BEARINGS, DISTANCES & ACREAGE ARE BASED ON STATE PLANE COORDINATE GRID SYSTEM, TEXAS-SOUTH CENTRAL ZONE NAD 83 (2011 EPOCH) REFERENCED TO SMARTNET, NORTH AMERICA
2. THIS SURVEY DOES NOT WARRANT OWNERSHIP. THERE MAY BE EASEMENTS, OR OTHER MATTERS NOT SHOWN.
3. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE "B" & "A11". LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC., DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP DATED 4/17/84, PANEL NO. 485499-0045-E



3737 Doctors Drive
Port Arthur, Texas 776
Tel. 409.985.200
Fax. 409.985.200
soutexsurveyors.com
©RIGHTS RE



STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the “AGREEMENT”) is made and entered into by and between Jefferson County (hereinafter sometimes referred to as “the COUNTY”), and GT Logistics, LLC (hereinafter sometimes referred to as “GTL” or “OWNER”).

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the GT Logistics Blue Ammonia Terminal Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated _____, 2024 (hereinafter referred to as the “REINVESTMENT ZONE”); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit “A” attached hereto and which will involve construction of a Blue Ammonia Terminal and related improvements (hereinafter referred to collectively as the “PROJECT”); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit “C.” It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE GT LOGISTICS BLUE AMMONIA TERMINAL REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the Owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the Owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means realty improvements, on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property included in the Project, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the taxable market value before abatement of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time Job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

“Payment in Lieu of Taxes”. If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by all parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1 of the year following the year in which Completion occurs and shall terminate on the date that is nine (9) years from the commencement of the abatement., unless sooner terminated pursuant to other provisions

of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2027, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule,” OWNER and/or its Affiliates shall, either directly or indirectly through an engineering, procurement and construction contractor (and “EPC Contractor”):

- a. As a result of the PROJECT, and upon its Completion, maintain employment of not less than 15 full-time, on-site employees (consisting of both direct employees and contractors) relating to the PROJECT (“New Employees”) during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as the total number of New Employees employed by Owner does not fall below 15 during said term. In the event that such employment falls below 15 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement (in US Dollars)

A2 = revised Abatement (in US Dollars)

E1 = 15

E2 = Sum of the number of hours during a given tax year of all New Employees *divided* by 1,600

$A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment of at least \$225 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process and will provide this information in a format similar to that provided by the Commissioners Court.
- e. Report and certify to the COUNTY the actual cost of the PROJECT within 120 days after Completion (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical,

civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:

- i. “Local labor” is defined as those qualified laborers or craftsmen who are residents or domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include only those located or having a principal office in Jefferson County. “Local subcontractors” shall include only those located or having a principal office in Jefferson County.
- ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not commercially reasonable to do so (whether, for example, as a result of significant added expense, substantial inconvenience, or sacrifice in operating efficiency). For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER’S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this “buy local” provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
- iii. OWNER agrees that it will provide sufficient notice and information regarding the project to qualified local vendors and contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;
- h. Invoice purchases locally to ensure that sales taxes are credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC Contractor for the construction of the Project to be located in the Reinvestment Zone.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC Contractor. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state

of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

- i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor or EPC Contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
 - i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
 - ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
 - iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
 - iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:
- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;

- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREE Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

- o. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.
- p. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to New Eligible Property multiplied by the Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2024 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that they have received certified appraisal value for this property, as calculated by the Jefferson County Central Appraisal District.

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in

district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of the actual cost of the Project ("Intended Maximum"), though that number could change as current estimated Project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an exemption with respect to otherwise taxable amounts in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2025 attributable to the exemptions applicable to the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so

long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A “Force Majeure Event” means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that “Force Majeure Event” does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

Notwithstanding any other provisions of this agreement to the contrary, it is distinctly understood between the parties hereto that for any (i) activity involved in the construction of the improvements contemplated by this Agreement or (ii) constituent good or product incorporated into the construction of the Project; Owner must solicit and allow local vendors, contractors, suppliers and companies to bid on the provision of such goods and services from the outset of procurement for same pursuant to Section 5 of this Agreement; *provided, however*, that no such obligation shall exist with respect to either (i) or (ii) above to the extent such goods, products or services are not available from local vendors, supplies or contractors.

FAILURE TO COMPLY WITH THESE PROVISIONS SHALL BE GROUNDS FOR THE JEFFERSON COUNTY COMMISSIONERS COURT, AFTER DUE CONSIDERATION, TO REDUCE THE PERCENTAGES AND YEARS OF THE TAX ABATEMENT. THESE OBLIGATIONS ARE NON-DELEGABLE TO THE PARTIES HERETO AND NONE OF THE OBLIGATIONS MAY BE CONTRACTED AWAY WITH THE EPC CONTRACTOR OR OTHERS. THE RECIPIENT OF AN ABATEMENT AGREEMENT WILL, IF REQUESTED, PROVIDE THE COMMISSIONERS COURT WITH RELEVANT PORTIONS OF ITS CONTRACT WITH THE EPC THAT REQUIRES FULL COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE AGREEMENT.

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days’ written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above.

14. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

15. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER: Howard Energy Partners
Attn: Legal Department
16211 La Cantera Parkway, Ste 202
San Antonio, TX 78256

With a copy to: Howard Energy Partners
Attn: Property Tax Department
16211 La Cantera Parkway, Ste 202
San Antonio, TX 78256

COUNTY: Hon. Jeff R. Branick, County Judge
 Jefferson County Texas
 P.O. Box 4025
 Beaumont, Texas 77704
 (409) 835-8466
 (409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney
 Criminal District Attorney
 1149 Pearl Street, 3rd Floor
 Beaumont, Texas 77701
 (409) 835-8550
 (409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
 First Assistant: Staff Attorney
 Jefferson County Courthouse
 P. O. Box 4025,
 Beaumont, Texas 77704
 (409) 835-8466
 (409) 839-2311 (facsimile)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

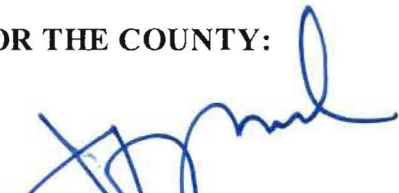
20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that

the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 16 day of January 2024

FOR THE COUNTY:



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



FOR OWNER:

Frank Quintana, Vice President of Tax
GT Logistics, LLC


ATTEST 
DATE 1/16/2024

EXHIBIT A “Description of Project”

The proposed project is a facility to CONSTRUCT :

Any additional description you desire:

Significant components of the facility would include:

Provide the outbound ammonia logistics for the 8 Rivers Plant, including pipeline, storage and vessel loading.

Fully insulated 12” ammonia pipeline between 8 River’s plant and HEP’s deepwater site

Fully refrigerated storage tank with 70,000 metric ton of working capacity

Dock 2 improvements to load VLGCs

“Tax Abatement Schedule”

Tax Year of the Nine-Year Abatement Period	Abatement Percentage
1	85%
2	85%
3	85%
4	85%
5	85%
6	85%
7	85%
8	85%
9	85%

EXHIBIT B “Base Year Property”

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

EXHIBIT C – “Reinvestment Zone Order”

EXHIBIT D – “List of HUB/ DBE Companies”

Property Owner may acknowledge the County has previously provided this.

Exhibit "E"

Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

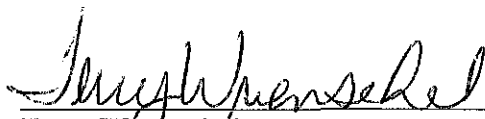


TERRY WUENSCHEL, PCC
INTERIM TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS

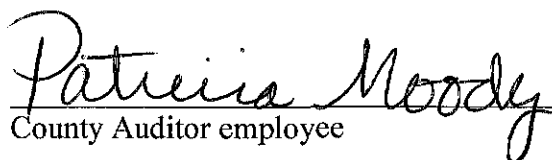
Tax Refund Determination

Taxpayer name: Msonthi B. Levine M.D., P.A. and Charlotte A. Levine
 Address: 3080 Milam Street, Beaumont, TX 77701
 Account Number: 700000-000/371498-00000
 Amount of Refund: \$4,616.95
 Reason: Taxpayer paid the taxes twice by mistake.

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


 Terry Wuenschel
 Interim Tax Assessor-Collector
 Jefferson County

12-13-2023
 Date


 Patricia Moody
 County Auditor employee

12-14-23
 Date

MAILING ADDRESS • P.O. Box 2112 • BEAUMONT, TEXAS 77704-2112
 PHYSICAL ADDRESS • 1149 PEARL • BEAUMONT, TEXAS 77701
 PHONE: 409-835-8516 • FAX: 409-835-8589

12/13/2023 10:46:48

TN536 SELECTION SEQUENCE 4426130
 HELD OVERPAYMENT REFUNDS
 REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM
 REFUNDS SELECTED REPORT
 FROM: 11/29/2023 TO: 12/05/2023

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$2500

ACCOUNT NUMBER	UNP	TOT	YEAR	UNIT	OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
700000-000/371498-00000			2023	8001	LEVINE MSONTHI B MD		TL	RC231206	11/29/2023	54592347	TR	4,616.95	
CHECK PAYEE: LEVINE MSONTHI B MD													
CHARLOTTE LEVINE													
3080 MILAM ST													
BEAUMONT TX77701													
INV F&F M&E													
												CHECK TOTAL:	4,616.95

FIDO # : 28285749

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS

4,616.95

COUNT OF REFUND CHECKS

1

DUPLICATE TAX RECEIPT



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

Certified Owner:

LEVINE MSONTHI B MD
GOLDEN TRIANGLE INTERNAL MED
3080 MILAM
BEAUMONT, TX 77701-4828

Legal Description:

INV F&F M&E

Parcel Address: 3080 MILAM ST
Legal Acres: 0.0000

Deposit No: M1129202314A
Validation No: 900000067648416
Account No: 700000-000/371498-00000
Operator Code: DONNAS

Remit Seq No: 54589836
Receipt Date: 11/29/2023
Deposit Date: 11/29/2023
Print Date: 12/06/2023

NO.: 184992

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Rows include Jefferson County, Beaumont Isd, City Of Beaumont, Port Of Beaumont, Drainage District #6, and Sabine-Neches Nav. Dist.

Check Number(s):
10171

PAYMENT TYPE:

Checks:

\$4,616.95

Exemptions on this property:

Total Applied: \$4,616.95

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:

LEVINE MSONTHI B MD
CHARLOTTE LEVINE
3080 MILAM ST
BEAUMONT, TX 77701

PID# 184992 RSN# 54589836

10171

Msonthi B. Levine M.D., PA
Charlotte A. Levine
3080 Milam, Beaumont, TX 77701
www.msonthilevinemd.com

STELLAR BANK



35-2572/1130

11/14/2023

PAY TO THE
ORDER OF

Jefferson County Assessor & Collector

\$**4,616.95

DOLLARS

Four Thousand Six Hundred Sixteen and 95/100*****

Jefferson County Assesor & Collector
P.O. Box 2112
Beaumont, TX 77704



Let's Create a Healthier YOU!

C. Levine

AUTHORIZED SIGNATURE

MEMO

taxes for Milam

⑈010171⑈

Security features. Details on back.

DUPLICATE TAX RECEIPT

123



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

Certified Owner:

LEVINE MSONTHI B MD
GOLDEN TRIANGLE INTERNAL MED
3080 MILAM
BEAUMONT, TX 77701-4828

Legal Description:

INV F&F M&E

Parcel Address: 3080 MILAM ST
Legal Acres: 0.0000

2nd payment

Remit Seq No: 54592347
Receipt Date: 11/29/2023
Deposit Date: 11/29/2023
Print Date: 12/07/2023
NO.: 184992

Deposit No: RC231206
Validation No: 900000067716480
Account No: 700000-000/371498-00000
Operator Code: MBRUNO

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Row 1: 2023 Overpay, 0, 0.000000, 0.00, 0.00, 0.00, 4,616.95. Row 2: \$0.00, \$0.00, \$0.00, \$4,616.95

Check Number(s):
010166

PAYMENT TYPE:

Checks: \$4,616.95

Exemptions on this property:

Total Applied: \$4,616.95
Change Paid: \$0.00

PAYER:
LEVINE MSONTHI B MD
CHARLOTTE LEVINE
3080 MILAM ST
BEAUMONT, TX 77701

pid 184992

10166

Msonthi B. Levine M.D., PA
Charlotte A. Levine
3080 Milam, Beaumont, TX 77701
www.msonthilevinemd.com

STELLAR BANK
35-2572/1130



11/14/2023

PAY TO THE
ORDER OF

Jefferson County Assessor & Collector

\$**4,616.95

DOLLARS

Four Thousand Six Hundred Sixteen and 95/100*****

Jefferson County Assesor & Collector
P.O. Box 2112
Beaumont, TX 77704



[Handwritten Signature]
Let's Create a Healthier YOU!
AUTHORIZED SIGNATURE

MEMO

taxes for Milam

⑈010166⑈

Security features. Details on back.

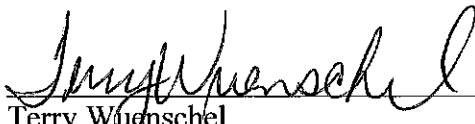


TERRY WUENSCHEL, PCC
INTERIM TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS

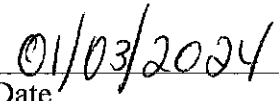
Tax Refund Determination

Taxpayer name: Radian Real Estate LLC
 Address: 7730 South Union Park Ave, Suite 400, Midvale, UT 84047
 Account Number: 004500-000/008900-00000
 Amount of Refund: \$4,857.47
 Reason: Duplicate payment was made by taxpayer.

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

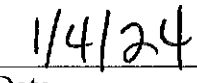

 Terry Wuenschel

Interim Tax Assessor-Collector
 Jefferson County


 Date


 Patricia Moody

County Auditor employee


 Date

01/03/2024 13:59:27

TN536 SELECTION SEQUENCE 4440774
 HELD OVERPAYMENT REFUNDS
 REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM
 REFUNDS SELECTED REPORT
 FROM: 12/01/2023 TO: 01/03/2024

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$4857

ACCOUNT NUMBER	UNP	TOT	YEAR	UNIT	OWNER	NAME	APPR	DIST	#	SUIT	DEPOSIT	REC	TYPE	RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND	REASON(S)	
004500-000/008900-00000									8268			CP240103			20240103						
			2023	8001	FEDERAL NATIONAL MORTGAGE AS TL										1 01/03/2024	54984462	TR	4,857.47			
CHECK PAYEE: RADIAN REAL ESTATE LLC																CHECK TOTAL:		4,857.47			
7730 SOUTH UNION PARK AVE SUITE 400																					
MIDVALE UT84047																					

FIDO # : 33578680

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS

4,857.47

COUNT OF REFUND CHECKS

1

DUPLICATE TAX RECEIPT

127



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

Certified Owner:

FEDERAL NATIONAL MORTGAGE ASSOCIATION
14221 DALLAS PARKWAY SUITE 1000
DALLAS, TX 75254-2951

Legal Description:

BERNHART TERRACE 3 LT 12 BLK 5

Parcel Address: 2108 CAROLINA AVE
Legal Acres: 0.2123

Deposit No: CP240103
Validation No: 900000068124165
Account No: 004500-000/008900-00000
Operator Code: MFARNIE

Remit Seq No: 54984460
Receipt Date: 12/27/2023
Deposit Date: 01/03/2024
Print Date: 01/03/2024

NO.: 8268

1st Payment

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Rows include Jefferson County, Port Arthur Isd, City Of Port Arthur, Port Of Port Arthur, Drainage District #7, and Sabine-Neches Nav. Dist.

Check Number(s):
CC005563359

Exemptions on this property:

PAYMENT TYPE:

eChecks: \$4,857.47

Total Applied: \$4,857.47

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
RADIAN REAL ESTATE LLC
7730 SOUTH UNION PARK AVE SUITE 400
MIDVALE, UT 84047

PAYMENT DETAIL

REPORT CREATED: 12/29/2023 02:08:09 PM

2228888 // Jefferson County, Texas Tax Office

Payment Detail

Payment ID 100284545556
Date/Time 12/15/2023 3:18:54 PM
Amount \$4,857.47
Conv. Fee \$0.00
Flow Payment

Check Payment

Account Number xxxx3817
Routing Number xxxxx0248
Origination Internet
Outcome Complete
Account Type Checking

Billing Information

First Name Radian Real Estat
Middle Name
Last Name LLC
Name Suffix
Address 7730 South Union Park Ave, Sui
City Midvale
State UT
Postal Code 84047
Country UNITED STATES
Telephone [REDACTED]
Email Address [REDACTED]

Property Information

Payment Type
Property Tax Account Number 0045000000890000000
Client 88000000
Description Property Tax
Owner Ref 0
Reference 5563359
First Name Radian Real Estat
Middle Name
Last Name LLC
Name Suffix
Address 7730 South Union Park Ave, Sui
City Midvale
State UT
Postal Code 84047
Country UNITED STATES
Telephone [REDACTED]

DUPLICATE TAX RECEIPT

129



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

Certified Owner:

FEDERAL NATIONAL MORTGAGE ASSOCIATION
14221 DALLAS PARKWAY SUITE 1000
DALLAS, TX 75254-2951

Legal Description:

BERNHART TERRACE 3 LT 12 BLK 5

Parcel Address: 2108 CAROLINA AVE
Legal Acres: 0.2123

Deposit No: CP240103
Validation No: 900000068124167
Account No: 004500-000/008900-00000
Operator Code: MFARNIE

Remit Seq No: 54984462
Receipt Date: 12/27/2023
Deposit Date: 01/03/2024
Print Date: 01/03/2024

NO.: 8268

Handwritten note: 2nd Payment

Year Tax Unit Name

2023 Overpay

Table with 7 columns: Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Row 1: 0, 0.000000, 0.00, 0.00, 0.00, 4,857.47. Row 2: \$0.00, \$0.00, \$0.00, \$4,857.47

Check Number(s):
CC005563402

PAYMENT TYPE:

cChecks: \$4,857.47

Total Applied: \$4,857.47

Change Paid: \$0.00

Exemptions on this property:

PAYER:

RADIAN REAL ESTATE LLC
7730 SOUTH UNION PARK AVE SUITE 400
MIDVALE, UT 84047

PAYMENT DETAIL

REPORT CREATED: 12/29/2023 02:07:51 PM

2228888 // Jefferson County, Texas Tax Office

Payment Detail

Payment ID 100284548824
Date/Time 12/15/2023 3:28:42 PM
Amount \$4,857.47
Conv. Fee \$0.00
Flow Payment

Check Payment

Account Number xxxx3817
Routing Number xxxxx0248
Origination Internet
Outcome Complete
Account Type Checking

Billing Information

First Name Radian Real Estat
Middle Name
Last Name LLC
Name Suffix
Address 7730 South Union Park Ave, Sui
City Midvale
State UT
Postal Code 84047
Country UNITED STATES
Telephone [REDACTED]
Email Address [REDACTED]

Property Information

Payment Type
Property Tax Account Number 0045000000890000000
Client 88000000
Description Property Tax
Owner Ref 0
Reference 5563402
First Name Radian Real Estat
Middle Name
Last Name LLC
Name Suffix
Address 7730 South Union Park Ave, Sui
City Midvale
State UT
Postal Code 84047
Country UNITED STATES
Telephone [REDACTED]

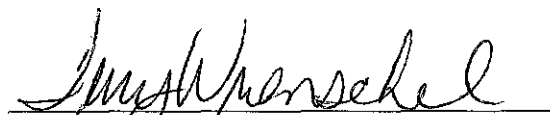


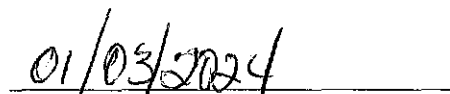
TERRY WUENSCHEL, PCC
INTERIM TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS

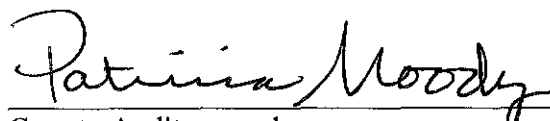
Tax Refund Determination


Taxpayer name: Phelan and Phelan LLC
 Address: 1277 Calder St., Beaumont, TX 77701
 Account Number: 001650-000/001000-00000
 Amount of Refund: \$2,664.11
 Reason: A partial payment of \$2,664.11 was made on 10/31/2023. A subsequent payment was made on 12/20/2023 for the total tax amount, resulting in a refund.

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


 Terry Wuenschel
 Interim Tax Assessor-Collector
 Jefferson County


 Date


 County Auditor employee


 Date

01/03/2024 09:01:27
 TN536 SELECTION SEQUENCE 4440128
 HELD OVERPAYMENT REFUNDS
 REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM
 REFUNDS SELECTED REPORT
 FROM: 12/20/2023 TO: 12/20/2023

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$2500

ACCOUNT NUMBER	UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
001650-000/001000-00000	2023 8001 PHELAN & PHELAN	1664	TL	B1220202327A 20231220	54895615 PA	2,664.11	
	CHECK PAYEE: PHELAN AND PHELAN LLC		G ANDERSON L1-8 B2	1 12/20/2023	CHECK TOTAL:	2,664.11	
	1277 CALDER ST						
	BEAUMONT TX77701						

FIDO # : 32131135
 AGENT # : 00468112 MARK PRASHER

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS 2,664.11
 COUNT OF REFUND CHECKS 1

DUPLICATE TAX RECEIPT

133



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

Certified Owner:

PHELAN & PHELAN
PO BOX 1390
BEAUMONT, TX 77704-1390

Legal Description:

G ANDERSON L1-8 B2

Parcel Address: 1650 BROCKMAN ST
Legal Acres: 1.6616

1st payment

Deposit No: B1031202335A
Validation No: 900000067448853
Account No: 001650-000/001000-00000
Operator Code: RHINSON

Remit Seq No: 54321402
Receipt Date: 10/31/2023
Deposit Date: 10/31/2023
Print Date: 01/03/2024

NO.: 1664

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Rows include Jefferson County, Beaumont Isd, City Of Beaumont, Port Of Beaumont, Drainage District #6, and Sabine-Neches Nav. Dist.

Check Number(s):
161632

PAYMENT TYPE:

Checks: \$2,664.11

Exemptions on this property:

Total Applied: \$2,664.11

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
MAVERICK INTERNATIONAL LTD
OPERATING ACCOUNT
P.O. BOX 6600
BEAUMONT, TX 77725

RM

RSW 854821402
FD# 1664

161632

MAVERICK INTERNATIONAL LTD
OPERATING ACCOUNT
P.O. BOX 8920
BEAUMONT, TX 77706

CUMMONT BANK OF TEXAS
60-11647131

DATE: 10/30/2023
AMOUNT: 32,684.11***

Two Thousand Six Hundred Sixty Four Dollars And 11 Cents

PAY

TO THE
ORDER
OF

JEFFERSON COUNTY TAX A/C
TAX ASSESSOR-COLLECTOR
P.O. BOX 2112
BEAUMONT, TX 77704

Berby Savant
REPRESENTATIVE

DUPLICATE TAX RECEIPT

135



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

Certified Owner:

PHELAN & PHELAN
PO BOX 1390
BEAUMONT, TX 77704-1390

Legal Description:

G ANDERSON LI-8 B2

Parcel Address: 1650 BROCKMAN ST
Legal Acres: 1.6616

2nd payment

Remit Seq No: 54895615

Receipt Date: 12/20/2023

Deposit Date: 12/20/2023

Print Date: 12/21/2023

NO.: 1664

Deposit No: B1220202327A
Validation No: 900000067862428
Account No: 001650-000/001000-00000
Operator Code: ADOIRON

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

Check Number(s): 1124

PAYMENT TYPE:

Checks: \$4,567.05

Exemptions on this property:

Total Applied: \$4,567.05

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
PHELAN AND PHELAN LLC
1277 CALDER ST
BEAUMONT, TX 77701

AJ M RSN 54895615 (1) PP 1664

THIRD COAST BANK REF: 2064.11 1124
www.thirdcoastbankssb.com

PHELAN AND PHELAN LLC
1277 CALDER ST
BEAUMONT, TX 77701

35-9414/130
05
CHECK NUMBER

12/18/23

PAY TO THE ORDER OF JEFFERSON COUNTY TAX COLLECTOR \$ **43,237.93

Forty-Three Thousand Two Hundred Thirty-Seven and 93/100***** DOLLARS

JEFFERSON COUNTY TAX COLLECTOR

MEMO


AUTHORIZED SIGNATURE



Photo Safe Deposit
Details on Back

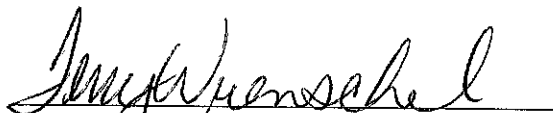



TERRY WUENSCHEL, PCC
INTERIM TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS


Tax Refund Determination

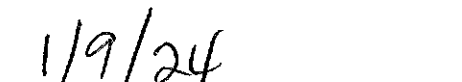
Taxpayer name: Larry Richard
 Address: P O Box 216, Port Neches, TX 77651
 Account Number: 009800-000/019500-00000
 Amount of Refund: \$3,855.64
 Reason: Taxpayer made a second payment which resulted in a refund.

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


 Terry Wuenschel
 Interim Tax Assessor-Collector
 Jefferson County


 Date


 County Auditor employee


 Date

MAILING ADDRESS • P.O. BOX 2112 • BEAUMONT, TEXAS 77704-2112
 PHYSICAL ADDRESS • 1149 PEARL • BEAUMONT, TEXAS 77701
 PHONE: 409-835-8516 • FAX: 409-835-8589

01/09/2024 09:29:48

TAX COLLECTION SYSTEM

PAGE: 1

TN536

SELECTION SEQUENCE 4445931

REFUNDS SELECTED REPORT

HELD OVERPAYMENT REFUNDS

FROM: 01/04/2024 TO: 01/04/2024

MINIMUM DOLLAR AMOUNT: \$2500

REFUNDS REPORTED FOR INSPECTION ONLY

ACCOUNT NUMBER	UNP	TOT	YEAR	UNIT	OWNER NAME	APPR DIST #	SUIT	DEPOSIT	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
							REC TYPE	RECEIPT	DATE			
009800-000/019500-00000						16603		EC01042024	20240104			
			2023	8001	RICHARD COMFORT HOMES LLC		TL	1	01/04/2024	55214443	OK	3,855.64
CHECK PAYEE:LARRY RICHARD										CHECK TOTAL:	3,855.64	
PO BOX 216												
PORT NECHES TX77651												

FIDO # : 33594939

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS 3,855.64

COUNT OF REFUND CHECKS 1

DUPLICATE TAX RECEIPT

139



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

Certified Owner:

RICHARD COMFORT HOMES LLC
2205 WESCALDER RD
BEAUMONT, TX 77707-4615

Legal Description:

CALDWOOD FOREST L9 B13

1st Payment

Parcel Address: 4225 SUNBURY DR
Legal Acres: 0.2548

Deposit No: EC12272023
Validation No: 113
Account No: **009800-000/019500-00000**
Operator Code: WCARR

Remit Seq No: 54984521
Receipt Date: 12/27/2023
Deposit Date: 12/27/2023
Print Date: 01/09/2024

NO.: 16603

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2023	Jefferson County	160,435	0.359000	575.96	0.00	0.00	575.96
2023	Beaumont Isd	160,435	0.986410	1,582.55	0.00	0.00	1,582.55
2023	City Of Beaumont	160,435	0.681485	1,093.34	0.00	0.00	1,093.34
2023	Port Of Beaumont	160,435	0.095921	153.89	0.00	0.00	153.89
2023	Drainage District #6	160,435	0.192429	308.72	0.00	0.00	308.72
2023	Sabine-Neches Nav. Dist.	160,435	0.088000	141.18	0.00	0.00	141.18
				\$3,855.64	\$0.00	\$0.00	\$3,855.64

Check Number(s):
CC005569045

PAYMENT TYPE:

Exemptions on this property:

eChecks: \$3,855.64

Total Applied: \$3,855.64

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
LARRY RICHARD
PO BOX 216
PORT NECHES, TX 77651

PAYMENT DETAIL

2228888 // Jefferson County, Texas Tax Office

Payment Detail

Payment ID 100284623899
Date/Time 12/17/2023 7:39:00 PM
Amount \$3,855.64
Conv. Fee \$0.00
Flow Payment

Check Payment

Account Number xxxx5156
Routing Number xxxxx1014
Origination Internet
Outcome Complete
Account Type Checking

Billing Information

First Name Larry
Middle Name
Last Name Richard
Name Suffix
Address Po Box 216
City Port Neches
State TX
Postal Code 77651
Country UNITED STATES
Telephone [REDACTED]
Email Address [REDACTED]

Property Information

Payment Type
Property Tax Account Number 0098000000195000000
Client 88000000
Description Property Tax
Owner Ref 0
Reference 5569045
First Name Larry
Middle Name
Last Name Richard
Name Suffix
Address Po Box 216
City Port Neches
State TX
Postal Code 77651
Country UNITED STATES
Telephone [REDACTED]

DUPLICATE TAX RECEIPT

141



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

Certified Owner:

RICHARD COMFORT HOMES LLC
2205 WESCALDER RD
BEAUMONT, TX 77707-4615

Legal Description:

CALDWOOD FOREST L9 B13

2nd Payment

Parcel Address: 4225 SUNBURY DR
Legal Acres: 0.2548

Deposit No: EC01042024
Validation No: 18
Account No: **009800-000/019500-00000**
Operator Code: ASHLEYBB

Remit Seq No: 55214443
Receipt Date: 12/31/2023
Deposit Date: 01/04/2024
Print Date: 01/05/2024
NO.: 16603

Year Tax Unit Name



Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2023	Overpay	0	0.000000	0.00	0.00	0.00	3,855.64
				\$0.00	\$0.00	\$0.00	\$3,855.64

Check Number(s):
CC005606274

PAYMENT TYPE:

Exemptions on this property:

eChecks: \$3,855.64
Total Applied: \$3,855.64
Change Paid: \$0.00

PAYER:
LARRY RICHARD
PO BOX 216
PORT NECHES, TX 77651

PAYMENT DETAIL

REPORT CREATED: 01/05/2024 12:17:47 PM

2228888 // Jefferson County, Texas Tax Office

Payment Detail

Payment ID 100285227538
Date/Time 12/26/2023 9:56:36 AM
Amount \$3,855.64
Conv. Fee \$0.00
Flow Payment

Check Payment

Account Number xxxx5156
Routing Number xxxxx1014
Origination Internet
Outcome Complete
Account Type Checking

Billing Information

First Name Larry
Middle Name
Last Name Richard
Name Suffix
Address Po Box 216

City Port Neches
State TX
Postal Code 77651
Country UNITED STATES
Telephone [REDACTED]
Email Address [REDACTED]

Property Information

Payment Type
Property Tax Account Number 00980000001950000000
Client 88000000
Description Property Tax
Owner Ref 0
Reference 5606274
First Name Larry
Middle Name
Last Name Richard
Name Suffix
Address Po Box 216

City Port Neches
State TX
Postal Code 77651
Country UNITED STATES
Telephone [REDACTED]

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v23.10.03



Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 16 day of January, 2024, on motion made by Everette "Bo" Alfred Commissioner of Precinct No. 4, and seconded by Cary Erickson, Commissioner of Precinct No. 2, the following RESOLUTION was adopted:

WHEREAS, Thomas Sigeo, Sr. has devoted 32 years and 7 months of his life serving the citizens of Jefferson County with pride and professionalism; and

WHEREAS, Thomas Sigeo, Sr. has made an outstanding contribution to Jefferson County beginning as a Residential Supervisor with the Jefferson County Boot Camp and subsequently hired by the Jefferson County Probation Department in the Port Arthur office as a felony case supervisor; and

WHEREAS, Thomas Sigeo, Sr. was recalled to active duty by the United States Army for a 3 year assignment, returned to the Jefferson County Probation Office where he served as a misdemeanor officer; and

WHEREAS, Thomas Sigeo, Sr. over the next decade, served in the Beaumont Community Supervision Office as Felony case supervisor, Violence Intervention Officer, and Pre-Trial Diversion Officer and ultimately promoted to Director of the Pre-Trial Release Program; and

WHEREAS, Thomas Sigeo, Sr. was again called back to active duty for Operation Iraqi Freedom where he spent another 3 years; and

WHEREAS, Thomas Sigeo, Sr. returned to Jefferson County and was offered a job in the Auditor's Department as Collections Officer, where the duties of that position were transferred to the Treasurer's Office, and has served in that capacity since; and

WHEREAS, THOMAS SIGEE, SR after 35 years of service, retired from the military having achieved the rank of Sergeant Major.

THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners' Court does hereby honor and commend Thomas Sigeo, Sr. not only for his loyal service to our Country, but for his dedicated service to the citizens of Jefferson County as a valued employee and wishes him well in his retirement.

SIGNED this 16 day of January, 2024.

JUDGE JEFF R. BRANICK
County Judge



Vernon Peirce
COMMISSIONER VERNON PEIRCE
Precinct No. 1

Michael S. Sinegal
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

Cary Erickson
COMMISSIONER CARY ERICKSON
Precinct No. 2

Everette D. Alfred
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**Compliance with
OUT OF STATE TRAVEL POLICY**

Tiffany Aardahl and Steve Mayes attendance at the:
AAFS (American Academy of Forensic Science) Conference
February 21-24, 2024
Denver, Colorado

1. It is not included in the yearly budget. All travel expenses will be covered by the Coverdell Grant awarded to the Laboratory.
2. The attendance at this conference allows the scientists to earn continuing education hours that are required by the Texas Forensic Science Commission to maintain forensic licensing and directly impacts the scientist's ability to perform their assigned tasks.
3. The benefit is worth the cost of the employee's time away from the laboratory because the training is directly related to the analysis performed at the laboratory. This training allows the Lab to obtain current information from sources outside of our own area but within the Lab's accredited fields.
4. This training is occasionally offered in Texas but is out of state in 2024.



Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 16 day of January, 2024, on motion made by Everette "Bo" Alfred Commissioner of Precinct No. 4, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following RESOLUTION was adopted:

COVERDELL FORENSIC SCIENCES IMPROVEMENT PROGRAM

WHEREAS, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Crime Laboratory Improvement Project be operated for the 2025 project year; and

WHEREAS, this grant will not require matching funds; and

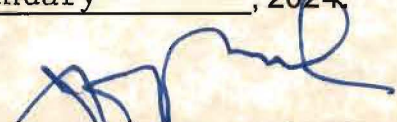
WHEREAS The Jefferson County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, The Jefferson County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, The Jefferson County Commissioner's Court designates the Jefferson County Judge, as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

NOW, THEREFORE, BE IT RESOLVED Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Crime Laboratory Improvement Project to the Office of the Governor, Criminal Justice Division.

Grant /Application Number 4406103

SIGNED this 16 day of January, 2024.



JUDGE JEFF R. BRANICK
County Judge





COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Consider and possibly approve Out of State Travel Policy

Motion: Commissioner Alfred

Second: Commissioner Arnold

Approved

Out Of State Travel Policy

When requesting approval OUT OF STATE TRAVEL, the department head or elected official should submit information, along with the request for approval as an agenda item, that addresses the following questions:

- 1. Is the trip budgeted? If not, how is the trip to be funded?
Funding is provided by a grant from Motiva.**
- 2. Is the training mandatory or does the training directly impact the employee's assigned job duties? Training is not mandatory.**
- 3. Does the benefit appear to be worth the cost? Yes**
- 4. Is the training available locally or within Texas at a lower cost? No, The National Hurricane Conference is held either in Florida or Louisiana.**



8350 EASTEX FREEWAY, BEAUMONT, TEXAS 77708 | 409.892.7311 | WWW.TXDOT.GOV

December 5, 2023

The Honorable Jeff Branick
Judge of Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

SENT VIA EMAIL

RE: 2024 Local Government Assistance Program

Dear Judge Branick:

The Texas Department of Transportation (TxDOT) provides materials to the counties every year through the Local Government Assistance Program (**TAC Title 43, Part 1, Chapter 29, Subchapter A, Rule §29.3**). The rules for this program were established based on Transportation Code §201.706, Local Government Assistance in 1997, which requires TxDOT to provide materials to the counties to assist in repairing and maintaining county roads damaged by the impact of the 2060 Weight Tolerance permits.

This legislation requires that at least \$6,000,000 worth of materials be provided each year to counties in the state, which should be primarily satisfied by surplus materials. New material may be purchased only if surplus material is unavailable or if haulage costs are prohibitive. TxDOT has an adequate supply of surplus material that will be available to your county this year; therefore, it will not be necessary to purchase materials to fulfill the commitment.

Program Allocation Method

- 65% is based on the county's percentage of statewide Weight Tolerance permits
- 20% is based on the county's percentage of statewide county road vehicle miles
- 15% is based on the county's percentage of statewide lane miles of county roads

The allocated value of materials for Jefferson County for FY 2024 is \$24,561. TxDOT will provide RAP (reclaimed asphaltic pavement) valued at \$20/CY or Mixed RAP valued at \$5/CY or to fulfill the county's allotment. The material is stockpiled at the following locations:

- Beaumont MNT Yard
- US 90 @ FM 365
- US 69 @ Sulphur Plant Road
- SH 82 @ SH 73
- Winnie MNT Yard SH 73 @ SH 124

Please complete the enclosed Material Request form with the quantity assigned to each precinct and return within 45 days to serve as the county's written request for the material.

When we receive the signed form, TxDOT will notify the commissioners to begin hauling material. The precincts are required to provide haul tickets detailing the number of cubic yards for each load.

The Honorable Jeff Branick

Page 2

December 5, 2023


For material hauled from the locations covered by Beaumont Maintenance, the tickets should be mailed or delivered to the Beaumont Maintenance Supervisor Kevin Emerson at 8450 Eastex Freeway, Beaumont, TX 77708. He may be reached at (409) 924-6537 to discuss the arrangements.

For material hauled from locations covered by Port Arthur Maintenance, the tickets should be mailed or delivered to the Port Arthur Maintenance Supervisor Carl Ray at 6101 Twin City Highway, Port Arthur, TX 77642. He may be reached at (409) 736-5577 to discuss the arrangements.

All material must be received by Jefferson County prior to March 31, 2024.

If modification to the agreement or additional information is needed, please feel free to contact me at (409) 898-5742 or Adria Stephen at (409) 898-5787.

Sincerely,

DocuSigned by:


7EC9295FBBC7458
Keith Horn, P.E.
Director of Maintenance
Beaumont District

Enclosure

cc: Dave Collins, P.E., Beaumont Area Engineer
Kevin Emerson, Beaumont Maintenance Supervisor
Carl Ray, Port Arthur Maintenance Supervisor



**Local Government Assistance Program
Beaumont District
FY 2024**

MATERIAL REQUEST

The allocated value of materials for Jefferson County for FY 2024 is **\$24,561**.

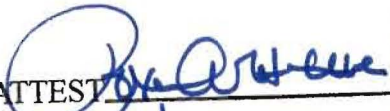
TxDOT will provide RAP (reclaimed asphaltic pavement) valued at \$20/CY and Mixed RAP valued at \$5/CY to fulfill the county's allotment. Please indicate the precinct CY allocations in the yellow fields below, sign and date, and return by email within 45 days to complete the county's written request for the material.

Material must be hauled by March 31, 2024.

The document may be electronically signed and dated.

LOCATION	PRECINCT	QUANTITY REQUESTED (CY)	VALUE REQUESTED (\$)
RAP @ \$20/CY Beaumont MNT Yard <i>993 CY Available</i>	Precinct 1		
	Precinct 2		
	Precinct 3		
	Precinct 4		
RAP @ \$20/CY US 90 @ FM 365 Beaumont Maintenance <i>1228 CY Available</i>	Precinct 1	307	\$6,140
	Precinct 2		
	Precinct 3		
	Precinct 4		
RAP @ \$20/CY US 69 @ Sulphur Plant Rd Beaumont Maintenance <i>1228 CY Available</i>	Precinct 1		
	Precinct 2	300	\$6,000
	Precinct 3		
	Precinct 4	320	\$6,400
Mixed RAP @ \$5/CY SH 82 @ SH 73 Port Arthur Maintenance <i>2687 CY Available</i>	Precinct 1		
	Precinct 2		
	Precinct 3		
	Precinct 4		
Mixed RAP @ \$5/CY Winnie MNT Yard SH 73 @ SH 124 Port Arthur Maintenance <i>1926 CY Available</i>	Precinct 1		
	Precinct 2		
	Precinct 3	1200	\$6,000
	Precinct 4		
TOTAL:			\$24,540
			<i>Should = \$24,561</i>



ATTEST 
 DATE 1/16/2024

Requested by Jefferson County:



 Jeff Branick, County Judge

_____ Date