

Notice of Meeting and Agenda
April 09, 2024

Regular, 4/9/2024 10:30:00 AM

BE IT REMEMBERED that on April 09, 2024, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1 (ABSENT)

Absent

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk (ABSENT)

Becky Bertrand, Court Administrator County Clerk's Office

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

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
April 09, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **09th** day of **April 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 **Regular** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

10:15 A.M.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending or anticipated litigation.

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

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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: Cary Erickson, Commissioner, Precinct Two

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

PURCHASING:

- (a).Receive and file bids for Invitation for Bid (IFB 24-012/MR) Re-Bid Term Contract for Armored Car Service for Jefferson County.

SEE ATTACHMENTS ON PAGES 12 - 80

Motion by: Erickson

Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (b).Consider and approve, execute, receive and file Amendment No. 1 (one) to contract (RFQ 23-061/MR), Architectural Services for Redesign of Jefferson County Diversion Center, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This amendment will add additional Architectural Design Services, Civil Engineering Design Services and TXDOT Permitting for fencing around 2 (two) buildings, gate access and providing a driveway and parking lot off the feeder road in the amount of \$39,300.00 with Brave Architecture.

SEE ATTACHMENTS ON PAGES 81 - 82

Motion by: Erickson

Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

ADDENDUMS:

- (c).Consider and approve, execute, receive and file Change Order #1 to Agreement (23-076/MR) Jefferson County Correctional Facility Fuel Pump Replacement, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326 with PSI JF Petroleum Group in the approximate amount of \$4,780.00 for fuel waste water removal and disposal bringing the total amount from \$108,954.38 to \$113,734.38.

SEE ATTACHMENTS ON PAGES 83 - 86

Motion by: Erickson

Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

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(d).Consider and possibly approve, execute, receive and file Task Order #4 for (RFP 23-028/MR) Re-Bid FEMA Grant Management Services for Jefferson County with Tidal Basin Government Consulting, LLC in response to 2024 Flood Mitigation Assistance (FMA) for Grant Administration advice to develop up to (50) properties in Jefferson County for an amount not to exceed \$70,125.00; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 87 - 89

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

COUNTY AUDITOR:

(a).Consider and approve budget transfer – JP Pct. 2 – additional extra help.

SEE ATTACHMENTS ON PAGES 90 - 90

120-2043-412-1005	EXTRA HELP	\$5,000.00	
120-2043-412-3084	MINOR EQUIPMENT		\$951.00
120-2043-412-4052	POSTAGE		\$2,000.00
120-2043-412-5062	TRAVEL EXPENSE		\$2,049.00

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

(b).Regular County Bills – check #516167 through check #516366.

SEE ATTACHMENTS ON PAGES 91 - 98

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

ADDENDUMS:

(c).Consider and approve applying for the Flood Mitigation Administration Program 2024 for elevation of up to 50 properties.

NO ATTACHMENTS

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

- (d). Consider and approve advanced funding request for American Rescue Plan Act approved project with Spindletop Center in the amount of \$311,380.67.

SEE ATTACHMENTS ON PAGES 99 - 103

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

COUNTY COMMISSIONERS:

- (a). Conduct a Public Hearing regarding consideration of an Amended Tax Abatement Agreement between Jefferson County and Arbor Renewable Gas LLC Phase 2. pursuant to Sec. 312.401 et seq. Texas Tax Code.

Judge Branick opened the floor for public hearing, being no comments, he closed the hearing.

NO ATTACHMENTS

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

- (b). Consider, possibly approve and authorize the County Judge to execute an Amended Abatement Agreement between Jefferson County and Arbor Renewable Gas LLC to postpone the first year of the abatement because of delays encountered in proceeding with construction.

SEE ATTACHMENTS ON PAGES 104 - 105

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

- (c). Consider and possibly approve a Resolution Supporting Creation of the Lone Star Coastal National Recreation Area.

SEE ATTACHMENTS ON PAGES 106 - 106

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

- (d). Consider, and possibly approve an Interlocal Agreement between Jefferson County, Precinct 3, and the City of Port Arthur for work to be conducted on the North and South Levees of Pleasure Island, Port Arthur, TX, pursuant to Chapter 791, Texas Government Code.

SEE ATTACHMENTS ON PAGES 107 - 109

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

- (e). Receive and file executed Tax Abatement Agreement between Jefferson County and ETC Marketing LTD for the Petchem Facility, pursuant to Sec 312.401 et seq., Texas Tax Code.

SEE ATTACHMENTS ON PAGES 110 - 129

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

- (f). Receive and file executed Tax Abatement Agreement between Jefferson County and ETC Marketing LTD for the Flexport facility, pursuant to Sec. 312.401 et seq., Texas Tax Code.

SEE ATTACHMENTS ON PAGES 130 - 149

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

- (g). Consider, possibly approve, authorize the County Judge to execute, receive and file Approval Solely for the Purposes of Complying With Section 147 (F0 of the Internal Revenue code of 1986, As Amended to enable Legacy Christian Academy to construct a new junior high facility. (This approval will not create any liability on the part of Jefferson County.)

SEE ATTACHMENTS ON PAGES 150 - 157

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

- (h). Consider approving, executing, and filing an Order pursuant to Texas Tax Code Section 11.36, relating to property taxation of eligible childcare facilities.

SEE ATTACHMENTS ON PAGES 158 - 158

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

ADDENDUMS:

- (i). Consider and possibly approve a proclamation for Child Abuse Awareness and Sexual Assault Nurse Examiner.

SEE ATTACHMENTS ON PAGES 159 - 159

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

HISTORICAL COMMISSION:

- (a). Receive and file 2023 Jefferson County Historical Commission Annual Report to the Texas Historical Commission.

SEE ATTACHMENTS ON PAGES 160 - 173

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

- (b). Receive and file 2023 Jefferson County Certified Local Government Annual Report to the Texas Historical Commission.

SEE ATTACHMENTS ON PAGES 174 - 181

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

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- (c). Consider and possibly adopt, receive and file, Final Historic Resources Survey Plan, Historic Resources Survey and Preservation Plan for Jefferson County. This project was performed under a Hurricanes Harvey, Irma and Maria Emergency Supplemental Historic Preservation grant from the National Park Service, administered by the Texas Historical Commission.

NO ATTACHMENTS

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

HUMAN RESOURCES:

- (a). Presentation of the 2023 Employee Excellence Award.

NO ATTACHMENTS

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

- (b). Consider and possibly approve Resolution for the 2023 Employee Excellence Award Winner.

SEE ATTACHMENTS ON PAGE 182

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

OTHER BUSINESS:

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

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

Jeff R. Branick

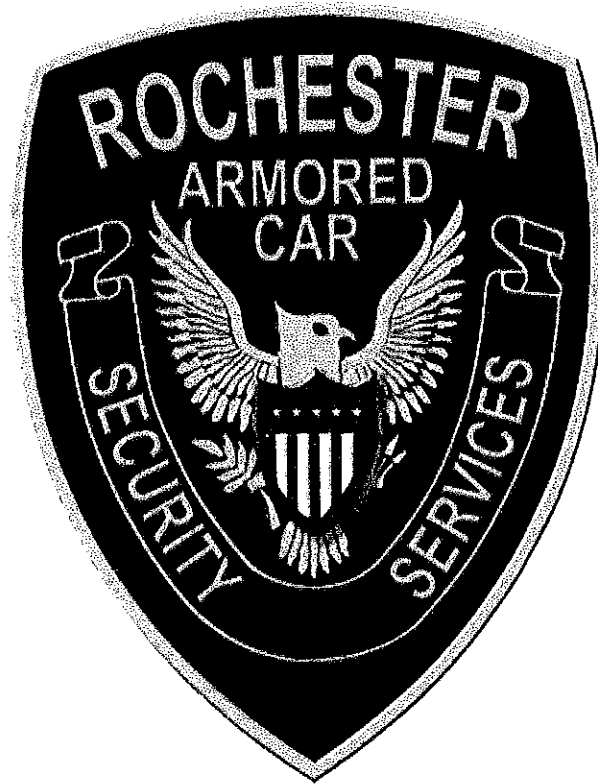
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County Judge

Notice of Meeting and Agenda
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Regular, April 09, 2024

There being no further business to come before the Court at this time, same is now here adjourned on this date, April 09, 2024.

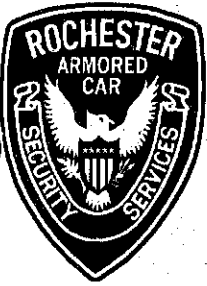


Armored Car Service for Jefferson County

April 2024

IFB 24-012/MR

(Original)



ROCHESTER ARMORED CAR CO., INC.

3937 Leavenworth Street
P.O. Box 8, DTS
Omaha, NE 68101

TEL (402) 558-9323
FAX (402) 558-9326
www.rochesterarmoredcar.com

March 22, 2024

Mistey Reeves, CTCD, CTCM
Assistant Purchasing Agent
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Re: Armored Car Service Bid IFB 24-012/MR

Dear Mistey,

Thank you for this opportunity to participate in the RFP process.

Please find enclosed our proposal for Armored Car Service for Jefferson County

Customer satisfaction is our first responsibility and we're committed to provide the best available service to you. Please contact me directly with any questions.

Sincerely,

Adam J. Frahm
Senior Account Executive



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

March 5, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 24-012/MR) Re-Bid 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: Re-Bid Term Contract for Armored Car Service for Jefferson County
BID NUMBER: IFB 24-012/MR
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, April 3, 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

<p>PUBLISH: The Examiner: March 7, 2024 & March 14, 2024</p>
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BID SUBMISSIONS:

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

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.**1.1 BIDS.**

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

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

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

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the 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 <u>41 U.S.C. 1908</u>, 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 <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339</u>), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "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 III and 41 CFR §60-1.4(b)</p>

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

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

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

	<p>Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u>, "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.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). 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 <u>40 U.S.C. 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> 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 <u>40 U.S.C. 3704</u> 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.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> 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 <u>37 CFR Part 401</u>, "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.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (<u>42 U.S.C. 7401-7671g</u>.) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), 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 (<u>42 U.S.C. 7401-7671g</u>) and the Federal Water Pollution Control Act as amended (<u>33 U.S.C. 1251-1387</u>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u>) 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 <u>2 CFR 180</u> 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 (<u>31 U.S.C. 1352</u>) - 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 <u>31 U.S.C. 1352</u> . 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 <u>40 CFR part 247</u> 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 <u>Public Law 115-232</u>, 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 <u>Public Law 115-232</u>, 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 <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p>	
<p>None</p>	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200.322(a)(b)(1) (2)</p>
<p>None</p>	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	<p>2 CFR 200.112</p>

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

	<p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
<p>None</p>	<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>	<p>Texas Government Code 2252.152</p>
<p>>\$100,000</p>	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p>	<p>Texas Government Code 2271.002</p>

	(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 Rochester Armored Car Co Inc 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

Adam Frahm, Senior Account Executive

 Name and Title of Contractor's Authorized Official

3/22/2024

 Date

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

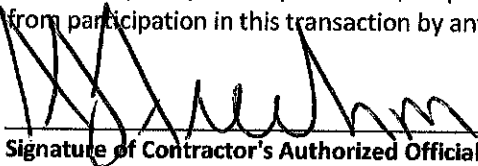
DEBARMENT/SUSPENSION CERTIFICATION

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 Rochester Armored Car Co Inc 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

Adam Frahm, Senior Account Executive
Name and Title of Contractor's Authorized Official

3/22/2024
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

Adam Frahm, Senior Account Executive

 Name and Title of Contractor's Authorized Official

3/22/2024

 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, April 3, 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, March 22, 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.

From: Jimmy Watkins <rwatkins@usfc.com>
Sent: Friday, March 22, 2024 1:20 PM
To: Rea Yeshnowski <rea@rocarmco.com>
Subject: SAM Registration Information

CAGE Information

CAGE1MUF9
UEIXAXNC33L9H21
Status Active
Type Non-Manufacturer
Established09/29/1999
CAGE Update Date01/30/2024
CAGE Expiration01/30/2029
SAM Expiration01/25/2025

Contact Information

POCWILLIAM P. SHEA
Phone8005589323
Fax4025589326
International
Address3937 LEAVENWORTH ST
P.O. Box
City OMAHA
County
State/Province NE
Country UNITED STATES
Zip/Postal68105 1118
Corporate URLWWW.ROCHESTERARMOREDCAR.COM



JIMMY WATKINS
REGISTRATION & CONTRACTING SPECIALIST

(727) 203-
4390
USFCR.COM



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 1.21.001, 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															
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> <td style="width: 50%; padding: 2px;">Controlling</td> <td style="width: 50%; padding: 2px;">Intermediary</td> </tr> <tr> <td style="text-align: center; padding: 2px;">X</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;"></td> <td style="text-align: center; padding: 2px;">X</td> </tr> <tr> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> </tr> </table>	Controlling	Intermediary	X			X						
Controlling	Intermediary														
X															
	X														
	VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.														
	VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.														
5 Check only if there is NO Interested Party. CHECK BELOW IF APPLICABLE <input type="checkbox"/>															
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. My name is _____, and my date of birth is _____ My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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
CERTIFICATION OF FILING**

Certificate Number:
2024-1134686

Date Filed:
03/14/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rochester Armored Car Co., Inc.
Omaha, NE United States

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.
IFB24-012/MR
Armored Car Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rochester Armored Car Co., Inc.	Beaumont, TX United States	X	

5 Check only if there is NO Interested Party.

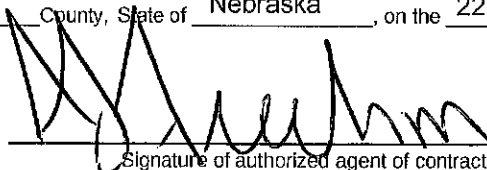
6 UNSWORN DECLARATION

My name is Adam Frahm, and my date of birth is 12/16/1971

My address is 3937 Leavenworth Street, Omaha, NE, 68105, Douglas
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Douglas County, State of Nebraska, on the 22 day of March, 20 24
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

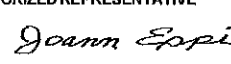
PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Accredited Surety and Casualty Company Inc		26379
INSURED Rochester Armored Car Co., Inc. P.O. Box 8 DTS Omaha, NE 68101		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W31671708 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Armored Car Coverage Including Employee Dishonesty			FIM300057	01/01/2024	01/01/2025	Any one Transit \$100,000,000 Any one Location \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Crime Coverage (Limits shown in Primary Policy inclusive of excess)
Carrier: Underwriters at Lloyd's London
Policy Number: 11076W24
Policy Term: 01/01/2024 - 01/01/2025

CERTIFICATE HOLDER Jefferson Co. Purchasing Division 1149 Pearl Street Beaumont, TX 77701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 24-012/MR) Re-Bid Term Contract for Armored Car Service for Jefferson County

Bidder's Company/Business Name: Rochester Armored Car Co. Inc.

Bidder's TAX ID Number: 47-0447153

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

Contact Person: Adam Frahm **Title:** Senior Account Executive

Phone Number (with area code): (402) 558-9323

Alternate Phone Number if available (with area code): (319) 533-1403

Fax Number (with area code): (402) 558-9326

Email Address: afrahm@rocarmco.com

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

3937 Leavenworth Street

Address
Omaha, NE 68105

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 24-012/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): 1, _____, _____, _____.

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

Rochester Armored Car Co. Inc
Company Name

3937 Leavenworth Street
Address

Omaha NE 68105
City State Zip


Signature of Person Authorized to Sign

Adam Frahm
Printed Name

Senior Account Executive
Title

For clarification of this offer, contact:

Adam Frahm Senior Account Executive
Name & Title

(402) 558-9323 (402) 558-9326
Phone Fax

afrahm@rocarmco.com
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: Re-Bid 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 24-012/MR, Re-Bid 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.**



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

Addendum to IFB

IFB NUMBER: IFB 24-012/MR
IFB TITLE: Re-Bid Term Contract for Armored Car Service for Jefferson County
IFB DUE BY: 11:00 am CT, Wednesday, April 3, 2024
ADDENDUM NO.: 1
ISSUED (DATE): March 18, 2024

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Revised Bid Form to add item #5 Pick-up from: Ford Park Box Office, 5115 IH-10 South, Beaumont, Texas 77705 One (1) Day per week and deliver to designated consignee.

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Authorized Signature (Respondent)

Senior Account Executive

Title of Person Signing Above

Rochester Armored Car Co. Inc.

Typed Name of Business or Individual

3937 Leavenworth Street, Omaha, NE 68105

Address



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

BID FORM

Item	Description	Lump Sum per month (2024-2025)	Lump Sum per month (2025-2026)	Lump Sum per month (2026-2027)	Lump Sum per month (2027-2028)	Lump Sum per month (2028-2029)
			Renewal Year 1	Renewal Year 2	Renewal Year 3	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>	\$ <u>1,418.15</u>	\$ <u>1,510.33</u>	\$ <u>1,608.50</u>	\$ <u>1,713.05</u>	\$ <u>1,824.40</u>
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</p>	\$ <u>4,727.16</u>	\$ <u>5,034.42</u>	\$ <u>5,361.66</u>	\$ <u>5,710.17</u>	\$ <u>6,081.33</u>



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

Port Arthur, TX 77640 Juvenile Probation 5326 Hwy 69 S. Beaumont, TX 77705 Deliver to designated consignee.						
---	--	--	--	--	--	--



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

3.	<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.	\$ <u>378.17</u>	\$ <u>402.75</u>	\$ <u>428.93</u>	\$ <u>456.81</u>	\$ <u>486.50</u>
4.	<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.	\$ <u>663.34</u>	\$ <u>706.45</u>	\$ <u>752.37</u>	\$ <u>801.28</u>	\$ <u>853.36</u>
5.	<u>(1) Day Per Week</u> Pick-up from: Ford Park Box Office 5115 IH-10 South, Beaumont, TX 77705	\$ <u>87.40</u>	\$ <u>92.61</u>	\$ <u>98.21</u>	\$ <u>104.10</u>	\$ <u>110.35</u>

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 1 Date Received 3/18/2024

Addendum 2 Date Received

Addendum 3 Date Received

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED 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: Bell County Texas (Killeen)

Address: 101 E. Central Belton, TX

Contact Person and Title: Gaylon Evans , County Treasurer

Phone: (254) 933-5250

Fax: _____

Email Address: Gaylon.Evans@bellcounty.texas.gov Contract Period: 2 Years

Scope of Work: Armored Car Service

REFERENCE TWO

Government/Company Name: Potter County Texas (Amarillo)

Address: 500 S. Fillmore Amarillo, TX 79101

Contact Person and Title: Alyson Villalon, Purchasing Agent

Phone: (806) 349-4817

Fax: _____

Email Address: AlysonVillalon@co.potter.tx.us Contract Period: 5 Years

Scope of Work: Armored Car Service

REFERENCE THREE

Government/Company Name: City of College Station

Address: 1101 Texas Avenue , College Station, TX 77840

Contact Person and Title: Lisa Davis Purchasing Agent

Phone: (979) 764-3559

Fax: (979) 764-3571

Email Address: ldavis@cstx.gov

Contract Period: 5 Years

Scope of Work: Armored Car Service

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.

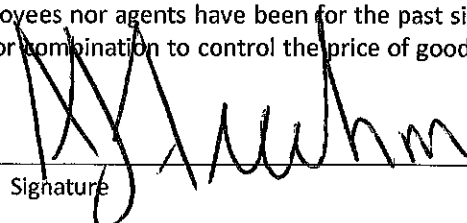
Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes No

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.

Rochester Armored Car Co. Inc.
Bidder (Entity Name)
3937 Leavenworth Street
Street & Mailing Address
Omaha, NE 68105
City, State & Zip
(402) 558-9323
Telephone Number
afrahm@rocarmco.com
E-mail Address


Signature
Adam Frahm
Print Name
3/22/2024
Date Signed
(402) 558-9326
Fax Number

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

CERTIFICATION REGARDING LOBBYING

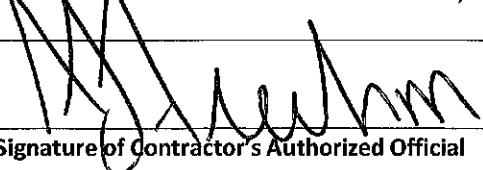
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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>Signature of Contractor's Authorized Official</p>
<p>Adam Frahm Senior Account Executive</p>
<p>Name and Title of Contractor's Authorized Official (Please Print)</p>
<p>3/22/2024</p>
<p>Date</p>

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<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>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; margin-left: 100px;">N/A</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center; font-size: small;">(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; margin-left: 100px;">N/A</p> <p style="text-align: center; font-size: small;">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; margin-left: 40px;"> <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; margin-left: 40px;"> <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; margin-left: 40px;"> <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; margin-left: 100px;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: center; margin-left: 300px;"> _____ 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><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></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	<p>Name of Local Government Officer</p> <p align="center">N/A</p>	<p>Date Received</p>
2	<p>Office Held</p> <p align="center">N/A</p>	
3	<p>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p> <p align="center">N/A</p>	
4	<p>Description of the nature and extent of employment or other business relationship with vendor named in Item 3</p>	
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"><small>(attach additional forms as necessary)</small></p>	
6	<p>AFFIDAVIT</p> <p align="center">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="center">_____</p> <p align="center">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

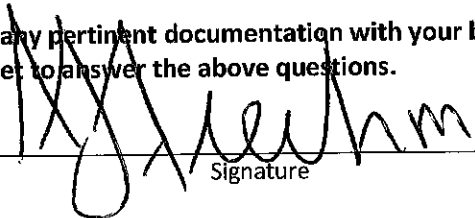
Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains 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.

Adam Frahm
Printed Name of Authorized Representative


Signature

Senior Account Executive
Title

3/22/2024
Date

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

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

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

Yes No

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

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

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

REQUIRED FORM

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

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

PAGE 1 OF 4

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Adam Frahm

Title: Senior Account Executive

Signature: 

Date: 3/22/2024

E-mail address: afracm@rocarmco.com

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

Name (print or type): Adam Frahm

Title: Senior Account Executive

Date: 3/22/2024

E-mail address: afracm@rocarmco.com

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 Rochester Armored Car Co. [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Omaha NE (city and state).

Taxpayer Identification Number (T.I.N.):	47-0447153
Company Name submitting bid/proposal:	Rochester Armored Car Co. Inc.
Mailing address:	PO Box 8, Omaha, NE 68101
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, Adam Frahm, the undersigned representative of (company or business name) Rochester Armored Car Co. Inc. (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.

[Handwritten Signature]
Signature of Company Representative

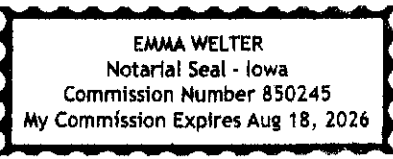
3-14-2024
Date

On this 13th day of March, 2024, personally appeared

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

Notary Seal [Handwritten Signature]
Notary Signature

March 13th, 2024
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.

Rochester Armored Car Co. Inc.

Company Name

IFB 24-012/MR

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 Iowa COUNTY OF Linn

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

on this day personally appeared Adam Frahm, who
(name)

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

"I, Adam Frahm am a duly authorized officer of/agent
(name)
for Rochester Armored Car Co. Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Rochester Armored Car Co. Inc.
(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: Rochester Armored Car Co. Inc.
PO Box 8, Omaha, NE or 3937 Leavenworth Street, Omaha, NE 68105

Fax: (402) 558-9326 Telephone# (402) 558-9323

by: Adam Frahm Title: Senior Account Executive
(print name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named
Adam J. Frahm on

this the 13th day of March, 2024.

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

[Handwritten Signature]
Notary Public in and for
the State of Iowa

EMMA WELTER
Notarial Seal - Iowa
Commission Number 850245
My Commission Expires Aug 18, 2026



March 26, 2024

Deborah L. Clark
Purchasing Agent
Jefferson County
1149 Peral Street, 1st Floor
Beaumont, TX 77701

Re: Additional Services for New Driveway between buildings, boundary fence and vehicle access gates (reference RFQ 23-061/MR)_Revision 1

Dear Purchasing Agent Clark,

Per conversations with Chief Shauberger, Sheriff Stevens and Misty Reeves on 3/11/2024, we are hereby submitting this Proposal for additional fees to add a new driveway from the feeder road, remove part of the existing perimeter fence, enclose the site around two buildings with 8' high fence and provide vehicle access gates.

1. Provide new driveway beginning at the feeder road and connecting to the interior fire access loop
2. Remove and salvage the existing fence in front of the two buildings shown on the attachment.
3. Enclosing 2 buildings with salvaged and new fence
4. Add of 2 – 4 vehicular gates
5. Provide civil details
6. TXDOT permitting process

COMPENSATION

Compensation for this project is based on the scope of work described herein. For this project, the Architect proposes a Lump Sum additional fee for services rendered as follows:

Architectural Design	\$12,000
TXDOT Permitting (Arch)	\$2,000
Civil Engineering	\$14,000
TXDOT Permitting (Civil)	\$9,000
Consultant coordination (10% per contract)	\$2,300
GRAND TOTAL	\$39,300

Thank you for the opportunity to continue to work with you again.

Sincerely,

Fernando L. Brave, FAIA
Principal

JEFFERSON COUNTY, TEXAS

Jeff Brantley, County Judge



TESTED
DATE 4-5-24
Louis Lester

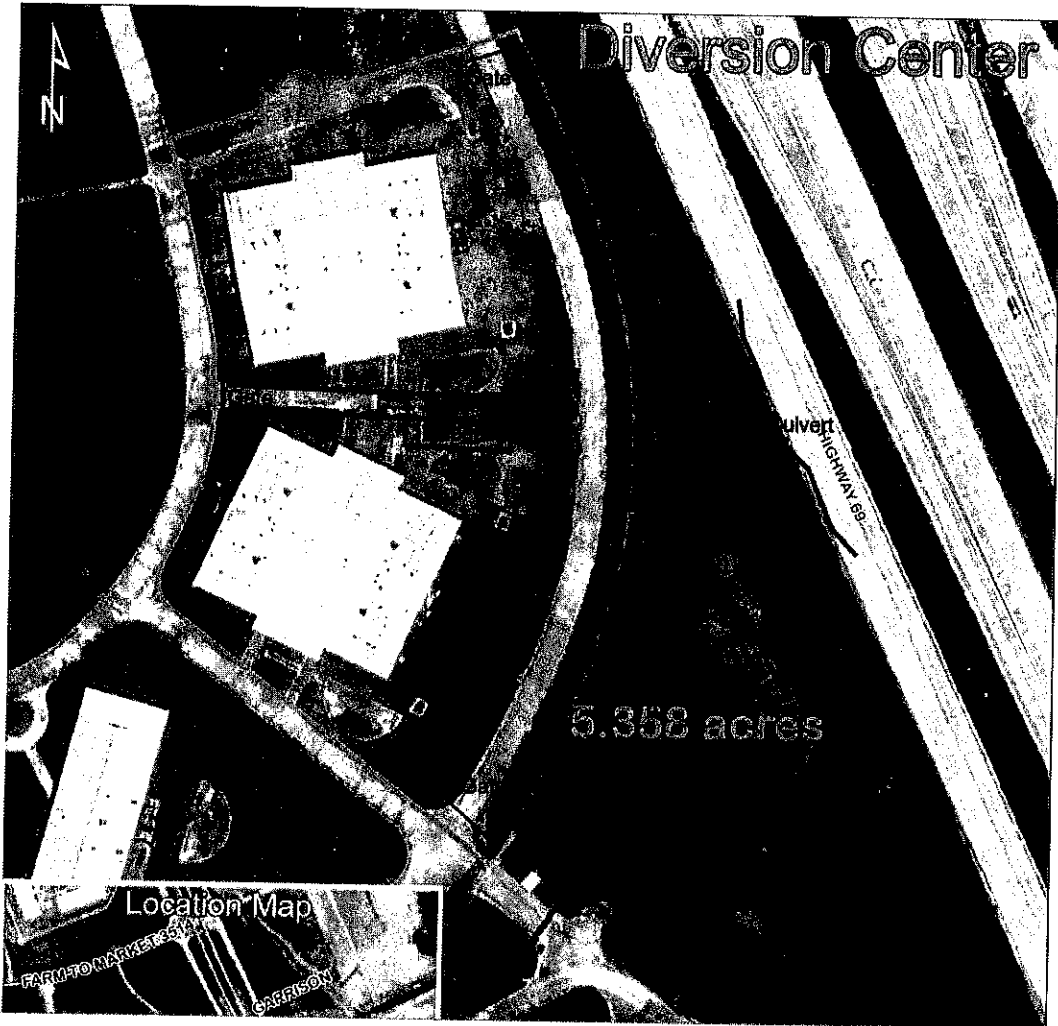
4200 Montrose Blvd.
Suite 400
Houston, TX 77006

713.524.5858

bravearchitecture.com



Additional Services for New Driveway, boundary fence
and vehicle access gates (reference RFQ 23-061/MR)_Revision 1
March 26 2024
Page 2 of 2





Innovation that works.

Southwest Regional Office:
PSI JF Petroleum Group, Inc.
dba JF Petroleum Group
3702 S. Expressway 281
Edinburg, TX 78542

TCEQ LICENSE CRP000821, (PSI JF Petroleum Group, Inc.) CRP001100 (McCon)

PROPOSAL AND AGREEMENT FORM

JF PETROLEUM
QUOTE #: **10-LF-SPQ9111-2**
DATE: **4/4/2024**

Local JF Petroleum Group Contact Information:
2488 W. Cardinal Dr. Suite 2, Beaumont, TX 77705 (409) 842-0007

PURCHASER: JEFFERSON COUNTY

WORK TO BE PERFORMED AT: JEFFERSON COUNTY CORRECTIONAL FACILITY

CONTACT NAME: Mistey Reeves
ADDRESS: 1149 Pearl St. 7th Floor
CITY, STATE ZIP: Beaumont, Texas 77701
PHONE NUMBER: 409-835-8593

ADDRESS: 5030 Hwy 69
CITY, STATE, ZIP: Beaumont, Texas 77705

CELL PHONE 1:
CELL PHONE 2:

EMAIL: mistey.reeves@jeffcotx.us

JF ACCOUNT #: JEFYOU

SALES REP: Lynn Fazio 409-853-7401 / Lfazio@JFPetrogroup.com

WATER REMOVAL - JOB#11085
SOURCEWELL CONTRACT# 092920-JFA
Program Terms: Open Account (30-Days)
Ship To: JFP BEAUMONT

JF Petroleum Group (hereinafter "Seller") agrees to furnish the materials and if requested labor to complete the work described below and incorporated herein by reference, subject to the general terms and conditions described below, in this agreement:

QTY	DESCRIPTION	MFG P/N	LIST \$	UNIT PRICE	EXTENSION
6500	Fuel Waste Water Removal & Disposal Per Gallon [Estimate 6500 gallons]	Gallonage Rate	\$0.60	\$0.60	\$3,900.00
8	Labor [8hrs Estimate]	Hourly Rate	\$110.00	\$110.00	\$880.00
Sub Total Waste Water Removal					4,780.00

PROJECT NOTES:

Due to excessive tank hole water, and TCEQ rules for waste water removal and disposal, it is necessary to evacuate the waste water in the fuel tank farm at the Jefferson County Jail. Construction is underway and cannot continue to completion until all waste water has been removed. The above disposal rate (\$0.60 cents per gallon) and hourly labor rate (\$110.00) will be applied to all waste water removal activities. The amount listed is STRICTLY AN ESTIMATE ONLY as the total gallonage cannot be known, and full evacuation may require multiple trips to allow for project completion.

SUB TOTAL MATERIALS	\$4,780.00
TOTAL	\$4,780.00

A credit application and review will be required for all customers that do not have a established account with JF Petroleum Group. The credit review must be completed prior to the order of any capital equipment as part of this agreement. Failure to complete and submit the documents will delay the order and delivery of equipment or goods. A copy of the credit application is attached to this agreement.

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF FOUR THOUSAND, SEVEN HUNDRED EIGHTY DOLLARS and no/100 (\$4,780.00 - the "Agreement Price") WHICH INCLUDES APPLICABLE SALES TAX.

STANDARD PAYMENT SCHEDULE:

DEPOSIT PAYMENT DUE UPON SIGNING: 0.00%

DEPOSITS ARE APPLIED TO INDIVIDUAL INVOICES BASED ON THE INVOICE AMOUNT IN RELATIONSHIP TO THE TOTAL PROJECT AMOUNT.

FACILITY LABOR:

Gilbarco Veeder Root equipment will be invoiced upon shipment from Gilbarco Veeder Root. Invoice due and payable 7 days from invoice date without retainage. All other material is subject to invoice and shall be due and payable within 30 days upon receipt of such invoice and subject to payment in full without retainage.

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. ACCEPTANCE: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. PARTIES AND SCOPE OF WORK (WHEN APPLICABLE): Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein.

3. PRICES; TERMS OF SALE; CREDIT:

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in McAllen, Hidalgo County, Texas to PSI JF Petroleum Group, Inc., P.O. Box 676045, Dallas, Texas 75267-6045. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. In addition to the contractual relationship herein created between the Purchaser and Seller, this agreement is further intended by the parties to be a SECURITY AGREEMENT, and as such does hereby create a purchase money security interest in all those certain items of property, equipment and fixtures herein described, which is the COLLATERAL of this Security Agreement. The collateral is given to secure the payment of the agreement price described above, together with all additions thereto and modifications thereof, and all costs and expenses, including but not limited to, courts costs and reasonable attorney's fees incurred by Seller in the collection of the agreement price, or the enforcement of this Contact and Security Agreement. Purchaser further grants Seller a security interest in and to all proceeds, increases, substitutions, replacements, additions and accession to the Collateral. Purchaser agrees that it will pay the Agreement Price secured hereby in accordance with the terms and provisions hereof, and failure to so pay will be considered DEFAULT hereunder, giving rise to the remedies hereinafter set forth. Additionally, it shall be considered DEFAULT hereunder if at any time Seller believes that the prospect of payment of the obligations secured hereby, or the performance of this Agreement and Security Agreement is impaired.

On the occurrence of any such event of default, and at any time thereafter, Seller may declare all obligations secured hereby to become immediately due and payable and may proceed to enforce payment of the same and exercise any and all the rights and remedies, either at law or equity, to which it may be entitled. Seller may require Purchaser to assemble the Collateral and make it available to Seller at any place designated by Seller which is reasonably convenient to both parties. Unless the collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market, Seller will give Purchaser reasonable notice of the time and place of any public sale of the collateral or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, by certified mail, return receipt requested to Purchaser's address as shown above. Expenses of retaking, holding, preparing for sale, or the like, shall include reasonable attorney's fees and related legal expenses incurred by Seller. All terms used herein which are defined in the Uniform Commercial Code of Texas (Texas Business and Commercial Code) shall have the same meaning herein as in said Code.

e. **Bill & Hold Arrangement - Bill & Hold** is a service offering by JF Petroleum Group will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. JF Petroleum Group will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. Temporary storage of dispensers will be subject to a storage fee of \$ 90 per dispenser per month once dispensers remain in storage beyond 90 days from receipt in to warehouse. The products will be invoiced to the customer on the previously agreed upon date as stated in the original quote/sales order and title/ownership of the products will transfer to the customer at invoicing. Payment terms will not be altered or extended in connection with a **Bill & Hold** arrangement. Once products are invoiced and placed into **Bill & Hold**, they will be segregated and marked as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF Petroleum Group will have no entitlement to the products in **Bill & Hold**.

f. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

Neither party shall be responsible for the others negligence.

6. CANCELLATIONS AND RETURN OF GOODS: Purchaser may cancel an order only upon advance written approval of Seller and provided Purchaser pays freight charges and Seller's reasonable cancellation and restocking charges, which are based in part on manufacturer's charges. No merchandise may be returned without Seller's advance written consent, with shipping instructions furnished, and no merchandise will be accepted for credit without Seller's authorization. At the option of the Seller, the return of material prior to Purchaser receiving Seller's approval will result in the material remaining the property of Purchaser, and it will be stored at Purchaser's sole risk and expense. If such material is not picked up by Purchaser within ten (10) days from the date of the unauthorized return, Seller, may, at its sole option, declare Purchaser's interest and right to the material forfeited and retain all money Purchaser has paid as liquidated damages. This means, Purchaser shall have no further rights in the material and no money will be refunded or credit given. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit shall be issued to Purchaser until credit from the manufacturer is received.

7. GOVERNMENTAL COMPLIANCE: Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. The Seller is not liable for the Purchaser's failure to comply with all federal, state, or local environmental requirements. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releasees") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releasees arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

8. MANUFACTURER INFORMATION: Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

9. RECORD KEEPING: Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

10. ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY: If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

11. MANDATORY MEDIATION AND CHOICE OF LAW AND FORUM. ANY DISPUTE INVOLVING THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT IS SUBJECT TO MANDATORY, NON-BINDING MEDIATION UNDER THE CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE COST OF WHICH IS TO BE BORNE BY THE PARTIES EQUALLY, PRIOR TO EITHER PARTY PURSUING ARBITRATION AS REQUIRED UNDER THIS AGREEMENT. THE PLACE OF THE MEDIATION SHALL BE IN JEFFERSON COUNTY, TEXAS. All other provisions hereof and of all resulting orders are to be governed and construed under the laws of the State of Texas, and the courts of said state shall have sole jurisdiction over any dispute concerning this agreement.

12. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read and are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. You are authorized to do the work as specified. Payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES. This agreement is subject to revision and may not be the final project cost. Additions or deletions as defined by the owner will reflect the final project cost.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY JF PETROLEUM GROUP IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF PETROLEUM GROUP'S SIGNATURE BELOW.

ACCEPTED FOR: PSI JF PETROLEUM GROUP INC.
SIGNATURE: By: Lynn Fazio
Title: Sales Representative

PRINT NAME LYNN FAZIO
DATE 4/4/2024

ACCEPTED FOR: JEFFERSON COUNTY (Company Name)
SIGNATURE: [Signature]
TITLE: County Judge
PHONE: 409-835-8593
ADDRESS: 1149 Pearl St. 7th Floor
CITY: Beaumont

PRINT NAME JEFF BRANICK
DATE 4-9-24
EMAIL _____
STATE Texas ZIP CODE 77701

ATTEST [Signature]
DATE 4-9-24





TASK ORDER: 2024-01-TBGC-Mitigation-FMA 2024
Jefferson County PSA-RFP 23-028/MR

This Task Order is made part of and governed by the terms and provisions of the Professional Services Agreement by and between Tidal Basin Government Consulting, LLC ("Tidal Basin"), and Jefferson County, Texas ("Client") dated July 25, 2023.

Project Name: Jefferson County, TX Grant Management – Flood Mitigation Administration Program 2024 ("Project")

Scope of Services/Rates: Tidal Basin agrees to perform the following scope of services in accordance with the payment basis, estimated quantity of services and estimated cost of services set forth below. Tidal Basin shall not perform services which exceed the estimated cost of services without prior written notice to and approval by Client.

Tidal Basin will identify, organize, and compile the information necessary to deliver the following for up to fifty (50) properties:

- Grants Management Advice:
 - Develop outreach to gather homeowner interest.
 - Gather data and coordinate with the County to advise on grants at their discretion.
 - Provide progress reports on hours worked.
 - Coordinate and reach out to homeowners.
 - Compile data and perform benefit cost analysis as needed.
 - Complete project applications for FMA grants.
 - Compile data needed to fulfill FEMA requests for information.
 - Homeowner outreach and follow-up on project status.
 - Response to Requests for Information (RFIs) from the Texas Water Development Board (TWDB) and/or FEMA.

If the Project exceeds fifty (50) properties, Tidal Basin will perform the services outlined above for the additional properties upon issuance and approval of a change order by the Client. Applicable deadlines will be agreed upon by the Parties and documented in writing, prior to the commencement of the work.

Payment Basis: Rates will be reimbursed in accordance with Attachment 1.

Period of Performance: This Task Order is effective beginning March 26, 2024, through March 26, 2025

Estimated Cost of Services: The total cost of this task order shall not exceed **\$70,125.00**.

Approval/Acceptance: Acceptance of the terms of this task order is acknowledged by the following signatures of the authorized representatives of the parties to the agreement.



TASK ORDER: 2024-01-TBGC-Mitigation-FMA 2024
Jefferson County PSA-RFP 23-028/MR

Tidal Basin Government Consulting, LLC

By: Michelle Burnett

Name: Michelle Burnett

Title: AVP

Date: 4/5/24

Jefferson County, Texas

By: [Signature]

Name: Jeff Branick

Title: County Judge

Date: 4-9-2024

ATTEST [Signature]
DATE 4-9-24



TASK ORDER: 2024-01-TBGC-Mitigation-FMA 2024
Jefferson County PSA-RFP 23-028/MR

**Attachment 1
Compensation Rates**

Position	Rate
Program Manager	\$185.00
Subject Matter Expert	\$175.00
Senior Consultant	\$175.00
Consultant	\$155.00
Junior Consultant	\$125.00

Travel expenses will be billed to the Client at cost, without mark-up, in accordance with local GSA guidelines.

525 Lakeshore Drive
Port Arthur, Texas 77640



(409) 983-8325 Phone
(409) 989-3680 Fax

Joseph L. Guillory II
Justice of The Peace
Precinct Two

TO: Ms. Fran Lee / County Auditor
FROM: Judge Joseph L Guillory II, JUSTICE OF THE PEACE PCT2
DATE: April 2, 2024
RE: ACCOUNT BUDGET TRANSFER

Good morning Ms. Fran, in addition to the \$5,000.00 Budget Transfer, previously requested, we will need to transfer some other monies, in order to have enough funds for the remainder of the fiscal year, therefore, I'm requesting the following:

MR

2,048.97

- \$2,000.00 from POSTAGE, Account #120-2043-412.40-52
- ~~\$2,084.67~~ from TRAVEL EXPENSE, Account # 120-2043-412.50-62
- \$ 951.03 from MINOR EQUIPMENT, Account # 120-2043-412.30-84

A total of **\$5,000.00 to be transfer to Extra Help 120-2043-42-10-05**

Thank you.

2,000.00
2,048.97
951.03
5,000.00

Joseph L. Guillory II

Judge Joseph L. Guillory II
Justice of the Peace, Pct. 2
Jefferson County, Texas

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	43.50	516299	43.50**
ROAD & BRIDGE PCT.#1			
BEAUMONT TRACTOR COMPANY	71.54	516173	
M&D SUPPLY	116.63	516204	
ENVIRONMENTAL TREE SERVICE	2,500.00	516255	
GOLDEN TRIANGLE GLASS CO	65.00	516273	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	2,951.17**
ROAD & BRIDGE PCT.#2			
CERTIFIED LABORATORIES	1,047.95	516177	
CITY OF NEDERLAND	75.82	516181	
ENTERGY	195.63	516197	
ACE IMAGEWEAR	19.92	516215	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	95.85	516294	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	1,633.17**
ROAD & BRIDGE PCT. # 3			
ENTERGY	324.95	516197	
W. JEFFERSON COUNTY M.W.D.	45.72	516224	370.67**
ROAD & BRIDGE PCT.#4			
BEAUMONT ENTERPRISE	247.88	516190	
ENTERGY	704.35	516197	
KIRKSEY'S SPRINT PRINTING	24.95	516203	
M&D SUPPLY	20.11	516204	
W. JEFFERSON COUNTY M.W.D.	285.69	516225	
INTERSTATE ALL BATTERY CENTER - BMT	285.90	516270	
ASCO	212.16	516286	
SHOPPA'S FARM SUPPLY	672.47	516292	
ALL TERRAIN EQUIPMENT CO	118.98	516306	
US FLAG AND FLAGPOLE SUPPLY	68.28	516311	
O'REILLY AUTO PARTS	211.05	516312	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
WASHINGTON COUNTY TRACTOR, INC	2,270.06	516337	
MUNRO'S UNIFORM SERVICES, LLC	336.34	516346	5,656.22**
ENGINEERING FUND			
FUNCTION 4 LLC - WELLS FARGO FINANC	550.00	516329	550.00**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	260.62	516180	
ENTERGY	123.11	516197	
W. JEFFERSON COUNTY M.W.D.	59.86	516224	443.59**
GENERAL FUND			
TYLER TECHNOLOGIES INC	2,733.25	516322	2,733.25*
TAX OFFICE			
ACE IMAGEWEAR	42.84	516215	
SOUTHEAST TEXAS WATER	375.75	516216	
UNITED STATES POSTAL SERVICE	16.80	516243	
FUNCTION 4 LLC - WELLS FARGO FINANC	792.00	516329	
ODP BUSINESS SOLUTIONS, LLC	266.64	516343	1,494.03*
COUNTY HUMAN RESOURCES			
KIRKSEY'S SPRINT PRINTING	24.95	516203	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	222.95*
AUDITOR'S OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
92			
THOMSON REUTER TAX & ACCNTG INC R&G	559.70	516265	
FUNCTION 4 LLC - WELLS FARGO FINANC	422.00	516329	
ODP BUSINESS SOLUTIONS, LLC	78.31	516343	1,060.01*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	54.80	516243	
SIERRA SPRING WATER CO. - BT	62.98	516244	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	516329	
FUNCTION4	695.72	516340	1,631.50*
COUNTY JUDGE			
DUNHAM HALLMARK PLLC	500.00	516279	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
ODP BUSINESS SOLUTIONS, LLC	484.08	516343	
MCGRIFF INSURANCE SERVICES, INC	142.00	516345	1,324.08*
RISK MANAGEMENT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	198.00*
PURCHASING DEPARTMENT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
ODP BUSINESS SOLUTIONS, LLC	172.18	516343	370.18*
GENERAL SERVICES			
COASTAL SOIL CONSERVATION DISTRICT	2,500.00	516184	
VERIZON WIRELESS	303.94	516240	
FIBERLIGHT LLC	1,998.75	516331	4,802.69*
DATA PROCESSING			
DELL MARKETING L.P.	10,398.87	516186	
FED EX	21.94	516192	
CDW COMPUTER CENTERS, INC.	208.32	516226	
SKYHELM LLC	569.26	516309	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
ODP BUSINESS SOLUTIONS, LLC	199.91	516343	
ZACKARY BULLION	274.03	516360	11,870.33*
ELECTIONS DEPARTMENT			
SIERRA SPRING WATER CO. - BT	52.96	516244	
AT&T MOBILITY	269.31	516298	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
AMAZON CAPITAL SERVICES	29.99	516348	550.26*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	408.23	516202	
NELL MCCALLUM & ASSOC., INC.	921.06	516205	
MCM ELEGANTE HOTEL	1,968.80	516258	
FUNCTION 4 LLC - WELLS FARGO FINANC	1,016.00	516329	
ODP BUSINESS SOLUTIONS, LLC	197.48	516343	
CAMEO TRAVEL SERVICE	5,667.02	516347	10,178.59*
DISTRICT CLERK			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
ODP BUSINESS SOLUTIONS, LLC	185.48	516343	383.48*
CRIMINAL DISTRICT COURT			
THOMAS J. BURBANK PC	2,032.50	516176	
DONALD W. DUESLER & ASSOC.	942.08	516188	
EDWARD B. GRIPON, M.D., P.A.	795.00	516196	
KEVIN PAULA SEKALY PC	315.00	516214	
LANGSTON ADAMS	8,750.00	516250	
JOEL WEBB VAZQUEZ	800.00	516251	
KIMBERLY R. BROUSSARD	3,894.00	516267	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC 58TH DISTRICT COURT	396.00	516329	17,924.58*
FUNCTION 4 LLC - WELLS FARGO FINANC 60TH DISTRICT COURT	198.00	516329	198.00*
FUNCTION 4 LLC - WELLS FARGO FINANC 136TH DISTRICT COURT	198.00	516329	198.00*
TERI DAIGLE, CSR, RPR 172ND DISTRICT COURT	165.00	516228	165.00*
FUNCTION 4 LLC - WELLS FARGO FINANC 252ND DISTRICT COURT	198.00	516329	198.00*
EDWARD B. GRIPON, M.D., P.A. WENDELL RADFORD JAMES R. MAKIN, P.C. MATUSKA LAW FIRM FUNCTION 4 LLC - WELLS FARGO FINANC 279TH DISTRICT COURT	3,180.00 800.00 900.00 800.00 198.00	516196 516210 516278 516291 516329	5,878.00*
LAIRO DOWDEN, JR. NATHAN REYNOLDS, JR. LANGSTON ADAMS KIMBERLY PHELAN, P.C. WILLIAM FORD DISHMAN LINDSEY SCOTT JENNIFER DELAGE SHELANDER LAW OFFICE 317TH DISTRICT COURT	675.00 550.00 325.00 325.00 1,540.00 110.00 2,475.00 1,440.00	516187 516211 516250 516259 516288 516296 516303 516335	7,440.00*
JOEL WEBB VAZQUEZ KIMBERLY PHELAN, P.C. ALLEN PARKER JENNIFER DELAGE FUNCTION 4 LLC - WELLS FARGO FINANC ODP BUSINESS SOLUTIONS, LLC JUSTICE COURT-PCT 1 PL 1	1,085.00 330.00 220.00 165.00 198.00 57.27	516251 516259 516274 516303 516329 516343	2,055.27*
FUNCTION 4 LLC - WELLS FARGO FINANC JUSTICE COURT-PCT 4	198.00	516329	198.00*
ODP BUSINESS SOLUTIONS, LLC JUSTICE COURT-PCT 6	164.31	516343	164.31*
CASH ADVANCE ACCOUNT SIERRA SPRING WATER CO. - BT FUNCTION 4 LLC - WELLS FARGO FINANC JUSTICE OF PEACE PCT. 8	855.80 58.97 198.00	516202 516245 516329	1,112.77*
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO FINANC COUNTY COURT AT LAW NO.1	144.28 198.00	516243 516329	342.28*
FUNCTION 4 LLC - WELLS FARGO FINANC COUNTY COURT AT LAW NO. 2	198.00	516329	198.00*
DONALD BOUDREAUX LAURIE PEROZZO	300.00 400.00	516175 516272	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
LAW OFFICE OF GILES R COLE & ASSOC	250.00	516334	
COUNTY COURT AT LAW NO. 3			1,148.00*
TODD W LEBLANC	250.00	516168	
JACK LAWRENCE	250.00	516171	
A. MARK FAGGARD	550.00	516191	
EDWARD B. GRIPON, M.D., P.A.	1,590.00	516196	
MARVA PROVO	250.00	516209	
JOEL WEBB VAZQUEZ	750.00	516251	
KIMBERLY PHELAN, P.C.	500.00	516259	
THE SAMUEL FIRM, PLLC	250.00	516319	
COURT MASTER			4,390.00*
LAWRENCE E THORNE III	3,448.39	516275	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
RICHARD D HUGHES ATTORNEY AT LAW	1,450.00	516333	
MEDIATION CENTER			5,096.39*
SOUTHEAST TEXAS WATER	84.10	516217	
COMMUNITY SUPERVISION			84.10*
RITTER @ HOME	179.51	516212	
FUNCTION 4 LLC - WELLS FARGO FINANC	792.00	516329	
SHERIFF'S DEPARTMENT			971.51*
AT&T	321.30	516219	
AT&T	49.97	516220	
UNITED STATES POSTAL SERVICE	95.76	516243	
FUNCTION 4 LLC - WELLS FARGO FINANC	990.00	516329	
TWIN CITY NISSAN	48,611.38	516351	
CRIME LABORATORY			50,068.41*
FED EX	179.97	516193	
FISHER SCIENTIFIC	254.58	516194	
THERMAL SCIENTIFIC, INC.	147.90	516223	
VERIZON WIRELESS	37.99	516239	
AIRGAS USA, LLC	339.25	516315	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
ODP BUSINESS SOLUTIONS, LLC	188.12	516343	
EMILY L ESQUIVEL	500.00	516366	
JAIL - NO. 2			1,845.81*
BOB BARKER CO., INC.	19,607.15	516172	
COBURN SUPPLY COMPANY INC	116.79	516185	
ECOLAB	658.52	516189	
W.W. GRAINGER, INC.	104.40	516195	
ENTERGY	34,263.35	516197	
M&D SUPPLY	385.62	516204	
AT&T	2,747.17	516219	
CDW COMPUTER CENTERS, INC.	756.54	516226	
LOWE'S HOME CENTERS, INC.	762.92	516248	
MONUMENT CONSTRUCTORS	4,360.00	516257	
GULF COAST ELECTRIC CO., INC.	22,300.00	516266	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	685.00	516269	
ATTABOY TERMITE & PEST CONTROL	1,570.00	516271	
AI FILTER SERVICE COMPANY	998.40	516281	
INDUSTRIAL & COMMERCIAL MECHANICAL	9,105.00	516282	
GALLS LLC	911.19	516295	
LASALLE CORRECTIONS VI LLC	55,800.00	516314	
US CORRECTIONS LLC	10,999.00	516318	
TRINITY SERVICES GROUP INC	94,252.12	516321	
JCN OIL SERVICE	125.00	516323	
FUNCTION 4 LLC - WELLS FARGO FINANC	1,636.00	516329	
WORKQUEST	790.80	516336	
SPINDLETOP PLUMBING	1,040.00	516339	

NAME	AMOUNT	CHECK NO.	TOTAL
ODP BUSINESS SOLUTIONS, LLC	264.44	516343	
AMAZON CAPITAL SERVICES	331.65	516348	
CIS PATROL SERVICES LLC	5,000.00	516365	
			269,571.06*
JUVENILE PROBATION DEPT.			
WILLIE DAVIS	129.31	516169	
LARONDA TURNER	194.30	516206	
ROXANA MITCHELL	168.84	516297	
SHERONDA LEE	85.76	516307	
FUNCTION 4 LLC - WELLS FARGO FINANC	594.00	516329	
BRENDA WOOD	120.60	516332	
TY-JUNEA JONES	110.55	516338	
NICOLE BONSALE	168.17	516349	
CASTILE COLBERT III	134.67	516354	
LAQUITA TORRES	53.60	516355	
			1,759.80*
JUVENILE DETENTION HOME			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
CONSTABLE PCT 1			198.00*
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
CONSTABLE PCT. 8			198.00*
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
ODP BUSINESS SOLUTIONS, LLC	22.29	516343	
			220.29*
AGRICULTURE EXTENSION SVC			
DAVID OATES	91.12	516301	
CORENA N FITZGERALD	229.00	516320	
FUNCTION 4 LLC - WELLS FARGO FINANC	422.00	516329	
			742.12*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	3,300.00	516182	
ENTERGY	140.00	516198	
CLAYBAR HAVEN OF REST	1,288.00	516241	
SIERRA SPRING WATER CO. - BT	120.87	516246	
RACHEL DRAGULSKI	166.00	516249	
CLIA LABORATORY PROGRAM	496.00	516261	
CONNIE M ROBERTS	105.00	516262	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	516329	
EZE D EDE MD	3,686.85	516330	
			9,698.72*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	3,300.00	516183	
ENTERGY	210.00	516199	
CLAYBAR HAVEN OF REST	1,288.00	516242	
UNITED STATES POSTAL SERVICE	146.64	516243	
SIERRA SPRING WATER CO. - BT	40.46	516247	
CLIA LABORATORY PROGRAM	248.00	516261	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	516329	
EZE D EDE MD	3,140.91	516330	
			8,770.01*
NURSE PRACTITIONER			
LESLIE RIGGS	142.50	516293	
			142.50*
ENVIRONMENTAL CONTROL			
AT&T	48.43	516219	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
			246.43*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	13,147.84	516287	
ODP BUSINESS SOLUTIONS, LLC	518.99	516343	
AMAZON CAPITAL SERVICES	14.99	516348	

NAME	AMOUNT	CHECK NO.	TOTAL
OUTCOMES OPERATING INC	141.12	516361	
EMERGENCY MANAGEMENT			13,822.94*
ROBERT GRIMM	1,126.64	516310	
MAINTENANCE-BEAUMONT			1,126.64*
WURTH LOUIS AND COMPANY	145.20	516167	
BINSWANGER GLASS CO.	1,195.00	516174	
CITY OF BEAUMONT - WATER DEPT.	164.56	516179	
ECOLAB	242.59	516189	
W.W. GRAINGER, INC.	320.20	516195	
ENTERGY	458.15	516197	
M&D SUPPLY	114.65	516204	
SANITARY SUPPLY, INC.	413.28	516213	
ACE IMAGEWEAR	708.28	516215	
CENTERPOINT ENERGY RESOURCES CORP	3,710.79	516253	
INTERSTATE ALL BATTERY CENTER - BMT	407.90	516270	
ATTABOY TERMITE & PEST CONTROL	184.40	516271	
FERGUSON ENTERPRISES INC	286.80	516305	
REXEL USA INC	282.35	516308	
BADGER DAYLIGHTING CORP	1,373.27	516344	
MAINTENANCE-PORT ARTHUR			10,007.42*
CITY OF PORT ARTHUR - WATER DEPT.	700.71	516180	
LOWE'S HOME CENTERS, INC.	14.36	516248	
UNITED RENTALS	731.13	516254	
IMPACT PLUMBING COMPANY	1,850.00	516256	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	270.00	516269	
ATTABOY TERMITE & PEST CONTROL	168.72	516271	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
MAINTENANCE-MID COUNTY			3,932.92*
CITY OF NEDERLAND	119.25	516181	
ENTERGY	437.81	516197	
ACE IMAGEWEAR	40.37	516215	
W. JEFFERSON COUNTY M.W.D.	55.71	516224	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	34.75	516294	
SERVICE CENTER			687.89*
SPIDLE & SPIDLE	6,996.74	516170	
HI-LINE	243.00	516200	
J.K. CHEVROLET CO.	176.27	516201	
PHILPOTT MOTORS, INC.	633.98	516207	
TATE & CO., INC.	1,116.42	516222	
JEFFERSON CTY. TAX OFFICE	7.50	516229	
JEFFERSON CTY. TAX OFFICE	7.50	516230	
JEFFERSON CTY. TAX OFFICE	7.50	516231	
JEFFERSON CTY. TAX OFFICE	7.50	516232	
JEFFERSON CTY. TAX OFFICE	7.50	516233	
JEFFERSON CTY. TAX OFFICE	7.50	516234	
JEFFERSON CTY. TAX OFFICE	7.50	516235	
JEFFERSON CTY. TAX OFFICE	7.50	516236	
JEFFERSON CTY. TAX OFFICE	7.50	516237	
JEFFERSON CTY. TAX OFFICE	7.50	516238	
BUMPER TO BUMPER	2,297.39	516252	
AIRPORT GULF TOWING LLC	125.00	516260	
AMERICAN TIRE DISTRIBUTORS	1,357.93	516268	
MIGHTY OF SOUTHEAST TEXAS	1,885.34	516280	
ADVANCE AUTO PARTS	452.27	516285	
SILSBEE FORD INC	72.23	516289	
CINTAS CORPORATION	47.23	516302	
MIDNIGHT AUTO	239.90	516304	
O'REILLY AUTO PARTS	94.99	516312	
MUNRO'S UNIFORM SERVICES, LLC	196.11	516346	
TOWN AND COUNTRY FORD	1,435.36	516359	
SOUTHEAST TEXAS AUTOMOTIVE EQUIPMEN	365.00	516362	
VETERANS SERVICE			17,810.16*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	6.64	516243	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
ODP BUSINESS SOLUTIONS, LLC	87.84	516343	
			292.48*
			475,723.16**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	34.90	516181	
ACE IMAGEWEAR	74.42	516215	
TEXAS DEPARTMENT OF AGRICULTURE	150.00	516300	
REAGAN CARTER	380.55	516317	
DYNAMIC POWER SYSTEMS	384.49	516363	
			1,024.36**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,350.50	516324	
			1,350.50**
LAW LIBRARY FUND			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
EMPG GRANT			198.00**
FUNCTION 4 LLC - WELLS FARGO FINANC	550.00	516329	
			550.00**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	53.12	516243	
REDWOOD TOXICOLOGY LABORATORY, INC	104.38	516264	
JCCSC	1,000.00	516277	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
ODP BUSINESS SOLUTIONS, LLC	249.46	516343	
			1,604.96**
MISDEMEANOR PRE-TRIAL			
ODP BUSINESS SOLUTIONS, LLC	238.24	516343	
			238.24**
COMMUNITY CORRECTIONS PRG			
CIMA COMPANIES, INC.	947.70	516178	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
			1,145.70**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
			198.00**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	102.06	516179	
CASH ADVANCE ACCOUNT	505.00	516202	
SUTHERLAND LUMBER CO.	149.85	516221	
SAM'S CLUB DIRECT	120.35	516283	
GEORGE WEST	10.05	516341	
AMAZON CAPITAL SERVICES	59.90	516348	
ITI MARKETING INC	15,675.00	516353	
			16,622.21**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	516329	
			396.00**
AIRPORT FUND			
CITY OF NEDERLAND	324.54	516181	
W.W. GRAINGER, INC.	65.52	516195	
LOWE'S HOME CENTERS, INC.	52.45	516248	
DISH NETWORK	119.18	516263	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	94.27	516290	
M&R FLEET SERVICES, INC.	237.29	516313	
TITAN AVIATION FUELS	128,536.16	516316	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	516329	
MUNRO'S UNIFORM SERVICES, LLC	87.70	516346	
AMAZON CAPITAL SERVICES	76.98	516348	
			129,792.09**
SE TX EMP. BENEFIT POOL			

NAME	AMOUNT	CHECK NO.	TOTAL
ROCKSTAR ACQUISITIONS CORP	114,064.00	516358	
RETIREE FIRST	181,807.49	516364	
SETEC FUND			295,871.49**
INDUSTRIAL & COMMERCIAL MECHANICAL	13,773.33	516282	
LIABILITY CLAIMS ACCOUNT			13,773.33**
JEFFERSON CTY - WORKERS COMP	1,520.68	516356	
WORKER'S COMPENSATION FD			1,520.68**
JEFFERSON CTY - WORKERS COMP	23,240.77	516357	
LATCF FEDERAL GRANT			23,240.77**
PITNEY BOWES INC	4,652.07	516208	
LANGUAGE ACCESS FUND			4,652.07**
ANITA U SEPEDA	200.00	516276	
RUBEN ZAPATA	400.00	516350	
ARPA CORONAVIRUS RECOVERY			600.00**
W. JEFFERSON COUNTY M.W.D.	39,000.00	516224	
BURNS ARCHITECTURE LLC	160,697.60	516352	
J C ASSISTANCE DISTRICT 4			199,697.60**
ENTERGY	10.77	516197	
GUARDIANSHIP FEE			10.77**
BRITTANIE HOLMES	250.00	516284	
CNTY & DIST COURT TECH FD			250.00**
CDW COMPUTER CENTERS, INC.	775.03	516226	
MARINE DIVISION			775.03**
CITY OF NEDERLAND	33.21	516181	
SHERIFF - COMMISSARY			33.21**
MCKESSON MEDICAL-SURGICAL INC	4,260.00	516227	
2021 PORT SECURITY GRANT			4,260.00**
SOUTHWEST BUILDING SYSTEMS	27,350.50	516218	
CDW COMPUTER CENTERS, INC.	190.61	516226	
			27,541.11**
			1,212,717.60***

Jefferson County
American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner

Project Name / Description

Primary Project Contact/Requester & Title

Mailing Address

Request Breakdown

Year:	<input style="width: 100%;" type="text"/>	Advance Drawdown Request Amount:	<input style="width: 100%;" type="text"/>
Quarter:	<input style="width: 100%;" type="text"/>	Validated Total:	<input style="width: 100%;" type="text"/>
Total Award:	<input style="width: 100%;" type="text"/>	Validated Balance this request:	<input style="width: 100%;" type="text"/>

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

Expense Item Description	Est Amount	Validated Actual
1	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
2	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
3	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
4	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
5	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
6	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
7	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
8	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

<input style="width: 100%;" type="text"/>	Previous Request Balance:	<input style="width: 100%;" type="text"/>
<i>Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses</i>		Validated Total
Total Request Amount:		<input style="width: 100%;" type="text"/>

Certification

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

Requester Signature & Title

Date

JEFFERSON ELECTRIC CO., INC.

4730 MERCANTILE ST
BEAUMONT, TEXAS 77705

409-842-9696

FAX: 409-842-4401

LICENSE #17371

March 6, 2024

Attn: Wayne Hill

Re: Spindletop North Campus Generator


I appreciate the opportunity to bid on this project to you. The base bid for the electrical work is \$796,600.00

Qualifications and Exclusions:

1. Jefferson Electric is a HUB.
2. The amount is based on straight time only, with limited overtime included for shutdowns.
3. The amount excludes any taxes.
4. The amount is based on State & Local code wiring methods.
5. Jefferson Electric reserves the right to make amendments to any contract.
6. The amount excludes any concrete pads.
7. The amount excludes responsibility for underground obstructions.
8. Gear bid subject to approval.
9. The amount excludes any liquidated damages.
10. The amount excludes all Utility Co. charges.
11. The amount is based on current material and labor pricing.
12. The amount is based on an electrical duration of 8-10 months with an average crew size of 4 and a peak of 6.
13. The amount is based on concrete removal, replacement, and pads to be performed by others.
14. The amount is based on fencing to be done by others.
15. The amount includes an external docking station in lieu of an ATS internal for lead time reasons.
16. The amount includes an SER rated ATS in lieu of installing a disconnect switch.
17. The amount does not include any temporary generators for power shut downs.
18. The amount is based on installing the generator annunciator in the Wade Building up to 100' from the nearest exterior wall to the generator.

Sincerely

Tyler Ancelet
Jefferson Electric

 **AIA® Document A310™ – 2010**

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Jefferson Electric Co., Inc.

4730 Mercantile Street
Beaumont, TX 77705

OWNER:
(Name, legal status and address)
Spindletop Center North Campus
655 South 8th Street
Beaumont, TX 77701

BOND AMOUNT: Five Percent (5%) of Total Amount Bid

SURETY:
(Name, legal status and principal place of business)
Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:
(Name, location or address, and Project number, if any)
Spindletop Center North Campus Generator

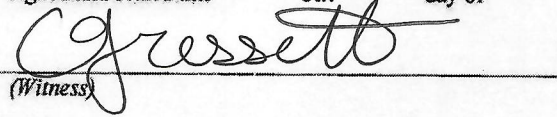
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of

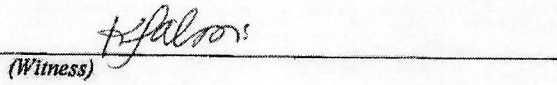
March 2024


(Witness)

Jefferson Electric Co., Inc.
(Principal)


(Title)

Philadelphia Indemnity Insurance Company
(Surety)


(Witness)


(Title) Mary Catherine Turner, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
 One Bala Plaza, Suite 100
 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Garrett Turner, Mary Catherine Turner, Meghann Catherine Turner & Ronald T. Turner of Surety Bond Brokers, LLC**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$100,000,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



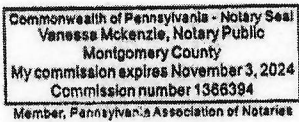
(Seal)

John Glomb, President & CEO
 Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of March 2024.



Edward Sayago, Corporate Secretary
 PHILADELPHIA INDEMNITY INSURANCE COMPANY

Simon Construction LLC
 PO BOX 347
 Stowell, TX 77661 US
 simonconstruction58@yahoo.com

Quote



ADDRESS
WAYNE HILL 655 SOUTH 8TH ST BEAUMONT T TEXAS (409)540-1634 BEAUMONT, TX 77701

QUOTE #	DATE
HWC-2019-#695	03/05/2024

JOB DESCRIPTION

27X30 GENERATOR PAD & SIDEWALKS

JOB LOCATION

BEAUMONT TX

ACTIVITY	QTY	RATE	AMOUNT
Services SIDEWALK WITH TRENCH - APPROXIMATELY 2100 SQFT OF EXISITNG CONCRETE TO DEMO AND POUR BACK TO NEW SIDEWALK- THIS INCLUDES DEMO, HAUL OFF, LABOR TO PREP & POUR 2142 SQFT OF SIDEWALK, WIRE MESH, FORMS, AND CONCRETE. GENERATOR PAD- 27X30- INCLUDES, LABOR, 8 12"/36"/8' DEEP WITH 4-#5 REBAR & #3 CIRCLES @12" O.C., 12"X24" GRADE BEAMS WITH 4#5 REBAR & #3 TIES @24" OC., #5 CORNER BARS, WIRE MESH, POLY, REBAR CHAIRS, REBAR BRICK, FORMS, DIRT WORK AND CONCRETE.	1	87,100.00	87,100.00
Services *****SIMON CONSTRUCTION IS NOT RESPONSIBLE FOR ANY CRACKS IN THE SLAB OR SIDEWALK FROM THE DAY IT IS POURED*****	1	0.00	0.00

TOTAL **\$87,100.00**

Accepted By

Accepted Date

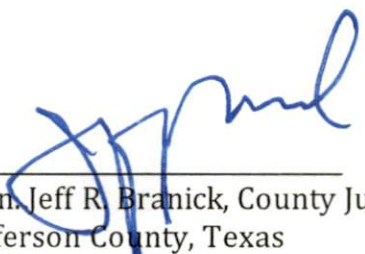
AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY
AND ARBOR RENEWABLE GAS LLC FOR PROPERTY LOCATED
IN THE ARBOR REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and Arbor Renewable Gas LLC Phase 2 ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on July 20, 2021 (attached hereto as Exhibit "A") with respect to the abatement of certain *ad valorem* property taxes on a new plant facility (the "Project") to be constructed by OWNER, in the Arbor Reinvestment Zone which was originally adopted by Jefferson County on July 20, 2021.
2. Arbor Renewable Gas LLC is the owner of record in County's real property records of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project. Owner has requested that the County modify the Agreement to delay the beginning date of tax abatement percentages agreed to and the real interests and obligations outlined in the abatement agreement.
3. It was and continues to be the intent of the Parties that all of the rights, duties and obligations granted or imposed by the Agreement with respect to the tax abatement reside with and are the property of the owner of the Project.
4. The Parties acknowledge that circumstances beyond the control of Owner have delayed the continuation of construction and the Owner will suffer the loss of the intended benefits of the original abatement agreements and, for these reasons, the parties agree that the Tax Abatement Agreement for this project shall be amended only with respect to Article 4: Term of Abatement, as reflected on the schedule on the attached page.
5. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement and it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases.

Signed this 9th day of APRIL, 2024.

FOR THE COUNTY:

FOR THE OWNER:



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

AMENDED TAX ABATEMENT SCHEDULE
ARBOR RENEWABLE GAS PHASE 2

UNIT 2 CONSTR Q126 \$600 MIL CUMULATIVE 32 CUMULATIVE JOBS		
2029	1	100
2030	2	100
2031	3	100
2032	4	90
2033	5	90
2034	6	80
2035	7	80
2036	8	70
2037	9	60
2038	10	60



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 9 day of April, 2023, on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following RESOLUTION was adopted:

SUPPORTING CREATION OF THE LONE STAR COASTAL NATIONAL RECREATION AREA

WHEREAS, the creation of the Lone Star Coastal National Recreation Area (LSCNRA) has been proposed to meet the regional goals of historic preservation, non-structural flood mitigation and economic development compatible with heritage land uses and maintenance of open space for the Upper and Middle Texas coast; and

WHEREAS, a National Recreation Area can be governed by a local partnership including voluntarily participating local, state, and federal government agencies, nonprofit organizations, and private landowners; and

WHEREAS, the specific boundaries of the LSCNRA will be established by the legislation but are expected to include portions of coastal Matagorda, Brazoria, Galveston and Jefferson Counties; and

WHEREAS, the LSCNRA is conceived to capture the economic benefits of the outstanding natural and historic resources of the coastal counties; and

WHEREAS, the LSCNRA will enhance the recreational use and promote long-term, coordinated storm protection; and

WHEREAS, the historic and cultural resources of the Lone Star Coastal area are significant and contribute to the educational and recreational opportunities therein; and

WHEREAS, the LSCNRA is to be designated as a unit of the National Park System in order to capitalize on national designation while keeping local, state, and private concerns at the forefront; and

WHEREAS, the LSCNRA is to be structured and operated as a networked partnership between local, state and federal governments, as well as non-governmental organizations and private landowners and corporations; and

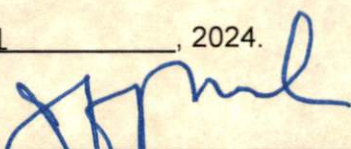
WHEREAS, the LSCNRA must be established by an act of Congress; and

WHEREAS, the Commissioners Court of Jefferson County, Texas has determined that participation in the LSCNRA will benefit Texas residents and will serve public interests;

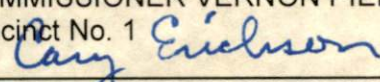
NOW THEREFORE, BE IT RESOLVED THAT:

- Section 1. The above recitations are found to be true and correct and are incorporated herein.
- Section 2. That Jefferson County shall become a supporter of the proposed LSCNRA.
- Section 3. That Jefferson County further permits its name to be included in any legislation or supporting documents for the creation of the LSCNRA, with the understanding that the LSCNRA will be implemented pursuant to a partnership agreement and management plan later adopted by the partners, and with the further understanding that any party may withdraw from the LSCNRA at any time, including after it is established.

SIGNED this 9 day of April, 2024.



JUDGE JEFF R. BRANICK
County Judge

Absent
COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER CARY ERICKSON
Precinct No. 2


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER EVERETTE ALFRED
Precinct No. 4



STATE OF TEXAS)
)
 COUNTY OF JEFFERSON)(INTERLOCAL AGREEMENT

WHEREAS, Jefferson County, Texas, by and through its Commissioners’ Court as authorized by Chapter 791 of the Government Code and the City of Port Arthur alone with Jefferson County, Texas for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Three has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Port Arthur, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Port Arthur, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by the these presents:

City of Port Arthur and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment for mowing, spraying herbicides and removing scattered debris listed on Exhibit A, incorporated herein, when and as determined at the discretion of the Commissioner for Jefferson County Precinct Three, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Port Arthur shall furnish Precinct Three, additional overtime and staff, fuel and equipment parts with materials needed in exchange for the labor and equipment necessary to accomplish this work during the months of March, July and November, 2024 and this agreement will expire November 31, 2024.
3. Consideration for the work herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the work needed but it is agreed that the payment by the city of Port Arthur will not exceed \$52,372.08.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
8. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the _____ day of _____, 2024.



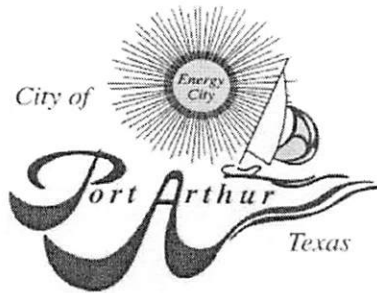
Jeff R. Branick
Jefferson County Judge

Thurman Bartie, Mayor
Mayor, City of Port Arthur



THURMAN BILL BARTIE, MAYOR
TIFFANY HAMILTON, MAYOR PRO TEM

COUNCIL MEMBERS:
WILLIE BAE LEWIS
DONEANE BECKCOM
HAROLD L. DOUCET, SR
THOMAS KINLAW III
DONALD FRANK, SR.



RONALD BURTON
CITY MANAGER

SHERRI BELLARD, TRMC
CITY SECRETARY

VAL TIZENO
CITY ATTORNEY

February 13, 2024

County Commissioner Michael Sinegal, Comm. Pct. 3
Jefferson County Road & Bridge Precinct # 3
5700 Jade Ave
Port Arthur, TX 77640

RE: Assistance through Interlocal Agreement

Dear Commissioner Sinegal:

The City of Port Arthur respectfully request the assistance of Jefferson County through an interlocal agreement for the maintenance of North and South Levees of Pleasure Island as provided below.

1. Cut the grass for the North and South Levees of Pleasure Island by using two slope mowers, three side arms and two bush hogs. One Gradall and a dump truck to clean the scattered debris, waste and trash. Additionally, the City requests your spraying crew to put herbicide spraying (3 times). The City also requests mowing the North and South levees three times this year, (i.e., March, July and November).

The City of Port Arthur will provide the following for your assistance:

2. It is understood that in order to aid in the maintenance of the North and South Levee, Jefferson County Pct. 3 will have to provide additional staff, equipment and work hours. Therefore, the City will provide payment to Pct. 3 for overtime, fuel for equipment usage and miscellaneous items as follows:

- Labor = \$11,304.00
- Fuel Charge = \$1,050.00
- Equipment/Parts = \$5,121.36

Total = Projected budgetary amount of \$17,475.36 per cut

In total, the City payment shall not exceed \$52,372.08 for the grass cutting on the North and South Levees.

Your Assistance is appreciated,

Ronald Burton, CPM
City Manager



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 ETC Marketing, LTD (hereinafter sometimes referred to as PETCHEM or “OWNER”).

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Flexport Petchem Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated March 19, 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 new Petrochemical Facilities 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, generally described as being within Jefferson County, TX, 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 FLEXPOR T PETCHEM REINVESTMENT ZONE.

3. DEFINITIONS

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

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

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

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

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

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not

integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

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

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

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

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

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

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

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by all parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2027 of the year construction is completed and shall terminate on December 31, 2036 unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 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 the Tax Abatement Schedule (EXHIBIT "A"), OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter, 2027, maintain a level of not less than five (5) new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of January, 2024 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 15 full-time jobs for total on site employment by owner 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 \$s
 - A2 = revised Abatement \$s
 - E1 =15 full-time jobs
 - E2 = revised employee count
 - $A2 = A1 \times (E2/E1)$
- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$3,000,000,000 billion;
- 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 requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
 - i. “Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include only those located or having a principal office in Jefferson County. “Local subcontractors” shall include only those located or having a principal office in Jefferson County.
 - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER’S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this “buy local” provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
 - iii. OWNER agrees that it will provide sufficient notice and information regarding 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. OWNER will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

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

HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

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

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

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

6. VALUE OF ABATEMENT

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

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

7. QUARTERLY MONITORING MEETINGS

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

8. TAXABILITY

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

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

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 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 cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however,

that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

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

- 1.) For any activity involved in the construction of the improvements contemplated by this agreement, and, unless such vendor, supplier, contractor or service is not available locally; and ,
- 2.) For any constituent good or product incorporated into the construction of the project;

The company must solicit and allow local vendors, contractors, suppliers and companies to bid on the provision of such goods and services from the outset of procurement for same.

FAILURE TO COMPLY WITH THESE PROVISIONS SHALL BE GROUNDS FOR THE JEFFERSON COUNTY COMMISSIONERS COURT, AFTER DUE CONSIDERATION, TO REDUCE THE PERCENTAGES AND YEARS OF THE TAX ABATEMENT. THESE OBLIGATIONS ARE NON-DELEGABLE TO THE PARTIES HERETO AND NONE OF THE OBLIGATIONS MAY BE CONTRACTED AWAY

WITH THE EPC CONTRACTOR OR OTHERS. THE RECIPIENT OF AN ABATEMENT AGREEMENT WILL, IF REQUESTED, PROVIDE THE COMMISSIONERS COURT WITH RELEVANT PORTIONS OF ITS CONTRACT WITH THE EPC THAT REQUIRES FULL COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE AGREEMENT

13. TERMINATION

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

14. ASSIGNMENT

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

15. ENTIRE AGREEMENT

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

16. SUCCESSORS AND ASSIGNS

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

16. NOTICE

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

OWNER: ETC Marketing, LTD
c/o Energy Transfer Partners, LLC
1300 Main Street
Houston, TX 77002

With a copy to: _____

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

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

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

17. MERGER

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

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party

prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

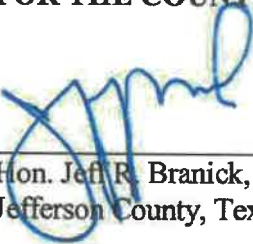
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

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

Executed in duplicate this the 19 day of MARCH, 2024.

FOR THE COUNTY:



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

FOR OWNER:



Director, Property Tax

EXHIBIT A "Description of Project"

ETC Marketing, LTD is proposing to build a petrochemical plant with an investment in excess of \$3,000,000,000 and the creation of fifteen (15) new permanent employees

“Tax Abatement Schedule”

Tax Year		Abatement Percentage
1	2027	100%
2	2028	100%
3	2029	100%
4	2030	100%
5	2031	100%
6	2032	100%
7	2033	100%
8	2034	100%
9	2035	100%
10	2036	100%

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”

This proposed reinvestment zone will be formed on Jefferson County Appraisal District (JCAD) Property ID 137843, with a legal description, J C KUCKER ABS 158 TR 1 30.98 AC ID #A-158, Property ID 139322 with legal description, ABST 205 JOSEPH TURNER 160.455 AC, Property ID 140355 with legal description BURR & CASWELL ABST 406 TR 3 32.26 AC 4 1.614 AC TR 8 12.90 AC = 47.774AC, and Property ID 328589 with legal description AB 13 TR 47 AB TR 3 AB 406 TR 6 AB 177 TR 4 247.794 AC

EXHIBIT D – “List of HUB/ DBE Companies”

Property Owner may acknowledge the County has previously provided this.

Exhibit "E"**Jefferson County Abatement Policy**

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

EXHIBIT "F" - AFFILIATES OF OWNER



STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

§

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 Energy Transfer GC NGL Marine Facilities, LLC (hereinafter sometimes referred to as FLEXPOR or "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Flexport Petchem Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated March 19, 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 Ethylene and Propylene Storage Facility 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, generally described as being within Jefferson County, TX, 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 FLEXPOR T PETCHEM REINVESTMENT ZONE.

3. DEFINITIONS

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

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

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

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

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

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of

electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

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

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

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

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

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

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

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2026 of the year construction is completed) and shall terminate on December 31, 2035, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2026, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule," OWNER and EPC shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter 2026, maintain a level of not less than five (5) new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of January, 2026 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 12 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 12 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:

$$\begin{aligned} A1 &= \text{initial Abatement } \$s \\ A2 &= \text{revised Abatement } \$s \\ E1 &= 12 \text{ full-time jobs} \\ E2 &= \text{revised employee count} \\ A2 &= A1 \times (E2/E1) \end{aligned}$$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$700,000,000 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 requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
 - i. "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.
 - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
 - iii. OWNER agrees that it will provide sufficient notice and information regarding 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. OWNER/ EPC will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

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

HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

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

Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this 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 the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

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

8. TAXABILITY

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

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

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 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 cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however,

that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

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

- 1.) For any activity involved in the construction of the improvements contemplated by this agreement, and, unless such vendor, supplier, contractor or service is not available locally; and ,
- 2.) For any constituent good or product incorporated into the construction of the project;

The company must solicit and allow local vendors, contractors, suppliers and companies to bid on the provision of such goods and services from the outset of procurement for same.

FAILURE TO COMPLY WITH THESE PROVISIONS SHALL BE GROUNDS FOR THE JEFFERSON COUNTY COMMISSIONERS COURT, AFTER DUE CONSIDERATION, TO REDUCE THE PERCENTAGES AND YEARS OF THE TAX ABATEMENT. THESE OBLIGATIONS ARE NON-DELEGABLE TO THE PARTIES HERETO AND NONE OF THE OBLIGATIONS MAY BE CONTRACTED AWAY

WITH THE EPC CONTRACTOR OR OTHERS. THE RECIPIENT OF AN ABATEMENT AGREEMENT WILL, IF REQUESTED, PROVIDE THE COMMISSIONERS COURT WITH RELEVANT PORTIONS OF ITS CONTRACT WITH THE EPC THAT REQUIRES FULL COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE AGREEMENT

13. TERMINATION

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

14. ASSIGNMENT

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

15. ENTIRE AGREEMENT

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

16. SUCCESSORS AND ASSIGNS

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

16. NOTICE

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

OWNER: Energy Transfer GC NGL Marine Facilities LLC
 c/o Energy Transfer Partners, LLC
 1300 Main Street
 Houston, TX 77002

With a copy to: _____

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

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

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

17. MERGER

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

18. INTERPRETATION

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

19. APPLICABLE LAW AND VENUE

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

20. SEVERABILITY

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

Executed in duplicate this the 19 day of MARCH 2024

FOR THE COUNTY:



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

FOR OWNER:



Megan McLawmanagh
Director, Property Tax

EXHIBIT A “Description of Project”

The Ethylene and Propylene system will serve has a storage system with an investment in excess of \$700,000,000 and the creation of twelve (12) new permanent employees

“Tax Abatement Schedule”

Tax Year		Abatement Percentage
1	2026	100%
2	2027	100%
3	2028	100%
4	2029	100%
5	2030	100%
6	2031	100%
7	2032	100%
8	2033	100%
9	2034	100%
10	2035	100%

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”

This proposed reinvestment zone will be formed on Jefferson County Appraisal District (JCAD) Property ID 137843, with a legal description, J C KUCKER ABS 158 TR 1 30.98 AC ID #A-158, Property ID 139322 with legal description, ABST 205 JOSEPH TURNER 160.455 AC, Property ID 140355 with legal description BURR & CASWELL ABST 406 TR 3 32.26 AC 4 1.614 AC TR 8 12.90 AC = 47.774AC, and Property ID 328589 with legal description AB 13 TR 47 AB TR 3 AB 406 TR 6 AB 177 TR 4 247.794 AC

EXHIBIT D – “List of HUB/ DBE Companies”

Property Owner may acknowledge the County has previously provided this.

Exhibit "E"**Jefferson County Abatement Policy**

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

EXHIBIT "F" - AFFILIATES OF OWNER

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with a series of loan transactions to be entered into by the Creedmoor Cultural Education Facilities Finance Corporation (the "*Corporation*"), Southeast Education Foundation, d.b.a. Legacy Christian Academy ("*Borrower*") and First Financial Bank, NA in the maximum aggregate principal amount of \$1,800,000 (the "*Loans*") for the benefit of Borrower, as follows:

1. I served as Hearing Officer for the Corporation for the purpose of (a) financing and/or refinancing all or a portion of the costs of the acquisition, construction, renovation and equipping of educational and related facilities including a new junior high school building to be located on the campus of the Borrower at 8200 Hwy 105, Beaumont, Texas 77713 and (b) paying certain expenses in connection with the issuance of the Loans (collectively, the "*Project*").

2. Such hearing was conducted commencing on March 20, 2024 at 10:00 a.m. by toll free telephonic means accessible to the general public.

3. At the time for the commencement of the hearing, comments, either orally or in writing, were publicly requested on the Project to be financed with proceeds of the Loan and on the making of the Loans.

4. At the hearing,

no persons presented comments orally or in writing.

the comments summarized in Exhibit B-1 were made orally by the persons listed therein.

the written comments attached hereto were presented.

5. No time limitations were imposed on any public comments.

IN WITNESS WHEREOF, I have hereunto set my hand this March 20, 2024.

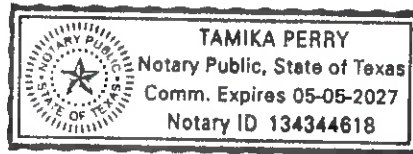

Hearing Officer

Victoria Bond

NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 11th Day of March A.D. 2024

T. Perry



Notary Public in and for the State of Texas

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held on behalf of Creedmoor Cultural Education Facilities Finance Corporation (the "Corporation"), a nonprofit corporation, on March 20, 2024, commencing at 10:00 a.m. to provide an opportunity for all interested persons to be heard with respect to one or more loans (qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended) from First Financial Bank, NA (the "Lender") to the Corporation in the maximum aggregate amount of \$1,800,000, and one or more loans from the Corporation to Southeast Education Foundation, d.b.a. Legacy Christian Academy (the "Borrower") in the same amount (collectively, the "Loans"); all pursuant to one or more Loan Agreements by and among the Corporation, the Lender and the Borrower.

The Loans are being made, pursuant to a plan of finance, for the purpose of financing and/or refinancing all or a portion of the costs of the acquisition, construction, renovation and equipping of educational and related facilities including a new junior high school building to be located on the campus of the Borrower at 8200 Hwy 105, Beaumont, Texas 77713 (collectively, the "Project"). A portion of the proceeds of the Loans will be used to pay certain expenses in connection with the issuance of the Loans. The Project will be owned by the Borrower. The Loans are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

At the time and place set for the public hearing, interested persons will be given a reasonable opportunity to express their views, both orally (via telephonic participation) and in writing, on the merits of the Project, the Loans or related matters. Members of the public may listen to and contribute to any discussion during the hearing by dialing: 1-346-248-7799, meeting ID: 947 3206 3530, passcode: 890481. Persons wishing to participate should submit a written request to speak to hvu@jw.com at least 24 hours before the hearing; however, the hearing officer will also provide time for additional comments during the hearing. Oral remarks may not exceed five minutes in duration. Written comments may be submitted to the President of the Board of Directors of the Corporation c/o Jackson Walker LLP, Attn: Hoang Vu, 1401 McKinney Floor 19, Houston, Texas 77010, until the time and date of the hearing (subject to the timing limitations of mail delivery).

MEN'S BASKETBALL

Edey scores 25 points as No. 3 Purdue tops Wisconsin

By Michael Marot
ASSOCIATED PRESS



Zach Edey

WEST LAFAYETTE, Ind. — Zach Edey had 25 points and 14 rebounds in his home finale, becoming the first Big Ten player to exceed 2,200 career points and 1,200 boards, and No. 3 Purdue beat Wisconsin 78-70 on Sunday.

Fletcher Loyer added 15 points and Braden Smith added 10 points, 10 assists and eight rebounds for the Boilermakers (28-3, 17-3), who won their fifth straight overall and a second consecutive Big Ten title by at least three games.

Purdue's seniors won their 59th conference game, matching the league record for victories over a four-year span set by Indiana from 1972-76.

John Blackwell scored 18 points for the Badgers (19-12, 11-9). Tyler Wahl

had 17 points and 10 rebounds, and AJ Storr also scored 17.

Before the game, coach Matt Painter presented Smith, a second-year guard, with a ceremonial ball for breaking Purdue's single-season assists record, which stood for nearly 50 years. Moments later, Purdue's pep band played "O Canada" as a Senior Day tribute to the 7-foot-4 Edey, who's from Toronto.

With Purdue ahead 17-9 midway through the first half, Edey limped gingerly to the bench with an apparent left leg injury. He finished the half on the bench because of foul trouble.

And after Loyer's four-point play helped stake

Purdue to a 40-26 lead, Smith appeared to hurt his right ankle on a non-contact play. He went to the locker room but returned 75 seconds later as the Boilermakers made it 44-33 at the half.

Edey and Loyer remained on the floor without apparent difficulty in the second half as the Badgers twice cut the deficit to four. But the Boilermakers answered with 3-pointers each time, first by Smith and then by Caleb Furst.

Drake 84, Indiana State 80

Tucker DeVries scored 27 points, Darnell Brodie had four of his 17 in the last 67 seconds and Drake defended its Missouri Valley Conference Tournament title for an NCAA berth with a win over Indiana State despite blowing an 18-point lead in the

last 10 minutes.

The second-seeded Bulldogs (28-7) recovered down the stretch with a 10-2 run in the last 3 1/2 minutes to make their seventh trip to the NCAA Tournament while matching the school record for wins.

DeVries, the two-time MVC Player of the Year, hit a 3-pointer midway through the second half for a 67-49 lead. But Isaiah Swope led the charge back, hitting back-to-back 3-pointers and converting a four-point play with 4:08 to play that gave the top-seeded Sycamores a 73-72 lead, their first since 2-0.

Temple 84, UTSA 82

Hysier Miller sank a jumper at the buzzer, scoring 16 points to rally Temple to a victory over UTSA, closing out the American Athletic Con-

ference regular season.

Miller added six rebounds and six assists for the Owls (12-19, 5-13). Joran Riley also finished with 16 points and six rebounds. Shane Dezonie added 15 points on 5-for-6 shooting with two 3-pointers.

PJ Carter led the Roadrunners (11-20, 5-13) with 27 points. Carlton Linguard added 15 points and nine rebounds. Christian Tucker totaled 13 points and five assists.

Dezonie scored 10 in the second half to help the Owls overcome a 45-39 deficit at halftime.

Nebraska 85, Michigan 70

Keisei Tominaga scored 30 points and Nebraska clinched a tie for third place by beating Michigan in a Big Ten Conference regular-season finale.

Nebraska (22-9, 12-8) matched its second high-

est win total. Coach Fred Hoiberg and the Cornhuskers tied Northwestern for third place, earning a double by in the conference tournament.

Michigan (8-23, 3-17) has lost eight in a row and 13 of its last 14, setting a single-season school record with 23 losses under embattled coach Juwan Howard. The Wolverines finished last in the Big Ten for the first time since 1967. When the Wolverines honored their seniors about 15 minutes before tipoff, just hundreds of fans in the 13,562-seat Crisler Center witnessed the on-court ceremony.

Tominaga made 12 of 17 shots from the floor for Nebraska, including 5 of 8 from 3-point range. He entered play needing 18 points to become the 31st Cornhusker to top 1,000 in a career. He is the 11th to do it in three seasons.

WOMEN'S BASKETBALL

South Carolina outlasts No. 8 LSU in title game

ASSOCIATED PRESS

GREENVILLE, S.C. — Milaysia Fulwiley scored a career-high 24 points including four 3-pointers as No. 1 South Carolina held off No. 8 LSU 79-72 to win the Southeastern Conference Tournament title Sunday, a victory marred by a fourth-quarter fight that led to Gamecocks leading scorer and rebounder Kamilla Cardoso being ejected.



Caitlin Clark

South Carolina (32-0) was ahead 73-66 when Fulwiley stole the ball from Flau'jae Johnson, who wrapped her up and was called for a foul. Johnson then bumped South Carolina's Ashlyn Watkins, and the 6-foot-7 Cardoso rushed and pushed the 5-10 Johnson the ground. Players from both benches rushed toward them.

Cardoso and three of her teammates were ejected. Two LSU players who came off the bench were also sent off.

No. 3 Iowa 94, Nebraska 89, OT

MINNEAPOLIS — Caitlin Clark overcame a cold start to score 30 of her 34 points after halftime and help Iowa rally past Nebraska in overtime to win a third straight Big Ten Tournament.

Hannah Stuelke had 25 points and nine rebounds for the Hawkeyes (29-4), who trailed by 13 points late in the first half while their superstar Clark missed all nine of her 3-point attempts.

No. 14 Notre Dame 55, No. 10 North Carolina State 51

GREENSBORO, N.C. — Star freshman Hannah Hidalgo had 22 points, including a pair of baskets for the lead down the stretch, and Notre Dame beat North Carolina state in the Atlantic Coast Conference Tournament championship game.

The fourth-seeded Fighting Irish (26-6) won their first tournament title in five years and first under coach Niele Ivey.

No. 9 UConn 59, Marquette 29

UNCAVILLE, Conn. — Paige Bueckers had 27 points and 12 rebounds to lead UConn past Marquette in the Big East Tournament semifinals.

Ice Brady, making just her second start, added 10 points for the short-handed Huskies (28-5), who had seven available players after losing star center Aaliyah Edwards to a facial injury after she was struck in the nose in Saturday's win over Providence.

Liza Karlen had 12 points and nine rebounds to lead Marquette (23-8), which made just 12 baskets on 54 shots (22%) and scored its last points with 4:49 left in the third quarter.

TIGERS

From page B1

rebouncing battle. Their 6-foot-10 center and four-star recruit, Doryan Onwuchekwa, added 19 points and 14 rebounds while protecting the paint. Silsbee was out-rebounded in the loss, 40-25.

Faith Family made 17 of their 25 total shots in the first half, and took a 44-22 lead into the locker room at halftime. Sigler said the Eagles' hot shooting deflated the Tigers at times.

"When they're shooting like that, it can really drain your defensive energy," he said.

After Faith Family's early dominance, the outcome was never really in question the rest of the way. The Eagles led by as many as 29 points in the third quarter, but Silsbee didn't quit.

The Tigers won the fourth quarter, 31-19, even with Faith Family leaving their main players in the final minutes. University of Memphis signee Jared Harris finished with a team-high 19 points for Silsbee, while Payton Jones added 15.

"I'm proud of our players for sticking with it," Sigler said. "That says a lot about our group."

Silsbee's season ends at 29-10 overall. This season marked the Tigers fifth trip to the state tournament in the past nine years.

Seniors Harris, Drelon Miller, LaMarcus Bottley, Jarmarion Elam, Andre Henry, Shanden Hunt, Treylon Dill and Dwayne Matthews will all graduate.

"I enjoyed the ride," Bottley said. "These memories will be with me for the rest of my life."

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Legal Notices

Legals/Public Notices

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS BEAUMONT DIVISION

IN THE MATTER OF THE COMPLAINT OF P&B MARINE, LLC, as owner/operator of the F/V CAPT. SCOTT and its engines equipment, tackle, apparel and appliances, FOR EXONERATION FROM AND/OR LIMITATION OF LIABILITY

CIVIL ACTION NO. 1:24-CV-0034
JUDGE MICHAEL J. TRUNCALE
Rule 9(h) Admiralty

NOTICE OF COMPLAINT FOR EXONERATION FROM OR LIMITATION OF LIABILITY

NOTICE is hereby given that Limitation Petitioner, P&B MARINE, LLC, as owner and operator of the F/V CAPT. SCOTT filed its Verified Complaint for Exoneration From and/or Limitation of Liability pursuant to 46 U.S.C. §§ 30501 et. seq. and Rule F of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, for any loss, damage, or injury caused, occasioned by, or occurring on or about May 16, 2023, at which time Ruby Dang contends that he suffered personal injuries while working as a deckhand aboard the F/V CAPT. SCOTT, which was engaged in shrimping operations in the Gulf of Mexico off the coast of Texas. [Dkt. 1].

All persons asserting claims with respect to which the aforesaid Complaint seeks exoneration from or limitation of liability are advised and admonished to file their respective claims with:

Clerk of the Court, United States District Court Eastern District of Texas - Beaumont Division Jack Brooks Federal Building 300 Willow Street, Suite 104 Beaumont, Texas 77701

and to serve a copy thereof upon the attorneys for Limitation Petitioner:

Michael K. Eaves
Calvert Eaves Clarke & Stelly, L.L.P.
2615 Calder Avenue, Suite 1070
Beaumont, Texas 77702.

CLAIMANTS MUST DO SO ON OR BEFORE MARCH 28, 2024, OR BE FOREVER DEFAULTED.

Personal attendance is not required. Any claimant desiring to contest either the right of Limitation Petitioner to exoneration from liability and/or the right of Limitation Petitioner to limitation of liability must file an answer to said Complaint, as required by the aforesaid Supplemental Rule F and must serve on or mail to Limitation Petitioner's attorney a copy thereof unless this claim has included an answer.

By: /s/ Tiffany Doyen
Deputy United States District Clerk

LIMITATION PETITIONER TO PUBLISH:
Once a week for four successive weeks beginning February 19, 2024 in the Beaumont Enterprise.

Legal Notices

Legals/Public Notices

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held on behalf of Creedmoor Cultural Education Facilities Finance Corporation (the "Corporation"), a nonprofit corporation, on March 20, 2024, commencing at 10:00 a.m. to provide an opportunity for all interested persons to be heard with respect to one or more loans (qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended) from First Financial Bank, NA (the "Lender") to the Corporation in the maximum aggregate amount of \$1,800,000, and one or more loans from the Corporation to Southeast Education Foundation, d.b.a. Legacy Christian Academy (the "Borrower") in the same amount (collectively, the "Loans"); all pursuant to one or more Loan Agreements by and among the Corporation, the Lender and the Borrower.

The Loans are being made, pursuant to a plan of finance, for the purpose of financing and/or refinancing all or a portion of the costs of the acquisition, construction, renovation and equipping of educational and related facilities including a new junior high school building to be located on the campus of the Borrower at 8200 Hwy 105, Beaumont, Texas 77713 (collectively, the "Project"). A portion of the proceeds of the Loans will be used to pay certain expenses in connection with the issuance of the Loans. The Project will be owned by the Borrower. The Loans are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

At the time and place set for the public hearing, interested persons will be given a reasonable opportunity to express their views, both orally (via telephonic participation) and in writing, on the merits of the Project, the Loans or related matters. Members of the public may listen to and contribute to any discussion during the hearing by dialing: 1-346-248-7799, meeting ID: 947 3206 3530, passcode: 890481. Persons wishing to participate should submit a written request to speak to hvu@iw.com at least 24 hours before the hearing; however, the hearing officer will also provide time for additional comments during the hearing. Oral remarks may not exceed five minutes in duration. Written comments may be submitted to the President of the Board of Directors of the Corporation c/o Jackson Walker LLP, Attn: Hoang Vu, 1401 McKinney Floor 19, Houston, Texas 77010, until the time and date of the hearing (subject to the timing limitations of mail delivery).

TO ADVERTISE: (409) 838-2888

GENERAL HELP

NEED EXTRA CASH?

The Beaumont Enterprise is looking for **CARRIERS!**

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2.) Do you have reliable transportation?
3.) Do you have a valid Driver's License?
4.) Are you reliable?

Contact Us for Open Areas

CALL TO SCHEDULE YOUR INTERVIEW!
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BEAUMONT ENTERPRISE

Legal Bids & Proposals

REQUEST FOR PROPOSALS

RFP NO. 2024-02

The Housing Authority of City of Beaumont (HACB) hereby requests proposals from qualified, professionals, organizations, or entities with experience in the performance of a Pressure Washing & Parking Lot Striping to the HACB pursuant to the scope of work described in this RFP document.

Prospective offerors desiring any explanation or interpretation of the solicitation must request it at least seven (7) days before the scheduled time for the Request for Proposals (RFP) due date. The request must be addressed to Rashad Bowman, Purchasing Officer at the address stated below. Any information given to a prospective offeror concerning this RFP will be furnished promptly to all other prospective offerors as a written amendment / addendum to the RFP.

The proposal must be enclosed in a sealed envelope and labeled as follows:

PROPOSAL OFFERING PRESSURE WASHING & PARKING LOT STRIPING

NAME OF PROPOSER

REQUEST FOR PROPOSALS NO. 2024-02

PROPOSAL DUE DATE AND TIME:
April 8, 2024 4:00 P.M. (local time)

PROPOSALS MUST BE ADDRESSED TO:

RASHAD BOWMAN
PURCHASING OFFICER
HOUSING AUTHORITY OF THE CITY OF BEAUMONT
1890 Laurel
BEAUMONT, TEXAS 77701

Proposals must reach the HACB no later than 4:00 p.m. (LOCAL TIME) on April 8, 2024. Late submissions will not be considered for award of contract.

The Housing Authority of the City of Beaumont (HACB) hereby requests proposals from qualified professionals, service organizations or entities with experience in performing Pressure Washing & Parking Lot Striping.

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to "Contracting Officer" or "(CO)" shall be a reference to Ms. Bowman.) Rashad Bowman, Procurement Officer Telephone: (409)951-7200 E-mail: php02@bmta.org
HOW TO OBTAIN THE RFP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE
1. Access ha.internationalprocurement.com (no "www").
2. Click on the "Login" button in the upper left side.
3. Follow the listed directions.
4. If you have any problems in accessing or registering on the eProcurement Marketplace, please call Customer Support at (866)526-9266. PRE-BID CONFERENCE Wednesday March 21, 2024 9:00 AM CT 1890 Laurel - Beaumont, TX 77701 QUESTION SUBMITTAL DEADLINE Monday April 1, 2024 HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A BID SUBMITTAL Submit three (3) hard copies as instructed in section 7.3 BID SUBMITTAL RETURN & DEADLINE April 8, 2024 4:00 PM CT

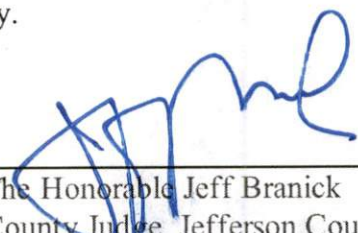
**APPROVAL SOLELY FOR PURPOSES OF COMPLYING WITH SECTION 147(f)
OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED**

TO WHOM IT MAY CONCERN:

The undersigned, The Honorable Jeff Branick, County Judge, Jefferson County, Texas, hereby approves solely for purposes of satisfying Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") the issuance of a tax-exempt loan and the project to be financed thereby and located in Jefferson County, Texas, as described in the Public Notice attached hereto and made a part hereof as Exhibit A. The undersigned is the chief elected officer of Jefferson County, Texas, and has been further provided the comments received from the public at the public hearing held for Jefferson County, Texas in summary form attached hereto as Exhibit B attached hereto and made a part hereof. This approval shall not obligate Jefferson County, Texas, in any way or otherwise create any liability on the part of Jefferson County, Texas, or any other political subdivision in the State of Texas with respect to the said loan or said project.

This approval shall take effect immediately.

Date signed: April, 9, 2024



The Honorable Jeff Branick
County Judge, Jefferson County, Texas



EXHIBIT A**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a public hearing will be held on behalf of Creedmoor Cultural Education Facilities Finance Corporation (the “Corporation”), a nonprofit corporation, on March 20, 2024, commencing at 10:00 a.m. to provide an opportunity for all interested persons to be heard with respect to one or more loans (qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended) from First Financial Bank, NA (the “Lender”) to the Corporation in the maximum aggregate amount of \$1,800,000, and one or more loans from the Corporation to Southeast Education Foundation, d.b.a. Legacy Christian Academy (the “Borrower”) in the same amount (collectively, the “Loans”); all pursuant to one or more Loan Agreements by and among the Corporation, the Lender and the Borrower.

The Loans are being made, pursuant to a plan of finance, for the purpose of financing and/or refinancing all or a portion of the costs of the acquisition, construction, renovation and equipping of educational and related facilities including a new junior high school building to be located on the campus of the Borrower at 8200 Hwy 105, Beaumont, Texas 77713 (collectively, the “Project”). A portion of the proceeds of the Loans will be used to pay certain expenses in connection with the issuance of the Loans. The Project will be owned by the Borrower. The Loans are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

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EXHIBIT B**MINUTES OF PUBLIC BEARING**

No member of the public attended the hearing.

ORDER ADOPTING A PROPERTY TAX EXEMPTION FOR QUALIFYING CHILD-CARE FACILITIES

Whereas, during its 88th Regular Legislative Session, the Texas Legislature passed Senate Bill 1145 (“SB 1145”) and Senate Joint Resolution 64 (“SJR 64”); and

Whereas, SJR 64 proposed an amendment to the Texas Constitution to authorize cities and counties to provide property tax relief by approving an exemption for eligible child-care facilities of no less than 50 percent of the appraised value on all or part of the property used to operate a qualifying child-care facility, and this proposition (“Proposition 2”) was approved by Texas voters during the November 7, 2023 Constitutional Amendment Election; and

Whereas, the approval of Proposition 2 resulted in the addition of Section 1-r to Article VIII of the Texas Constitution on November 7, 2023; and

Whereas, SB 1145 is the enabling legislation for Section 1-r of Article VIII of the Texas Constitution and became effective January 1, 2024; and

Whereas, the Jefferson County community is approaching the expiration of federal funding that has allowed many child-care providers to stay open and retain staff during the COVID-19 pandemic; and

Whereas, child-care providers, early childhood educators, and working families will experience increased instability as federal relief funding expires later this year; and

Whereas, offering tax relief for child-care centers will support continued access to quality child-care for Jefferson County families.

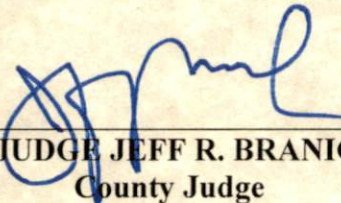
Now, Therefore, Be It Ordered: that the Jefferson County Commissioners Court, as authorized by Texas Tax Code Section 11.36, hereby adopts an exemption, to be effective in tax year 2024, entitling qualified persons to an exemption from taxation by the County of 50 percent of the appraised value of:

- (1) the real property the person owns and operates as a qualifying child-care facility; or
- (2) the portion of the real property that the person owns and leases to a person who uses the property to operate a qualifying child-care facility.

Passed and approved on this 9 day of April, 2024.

Jefferson COUNTY COMMISSIONERS COURT

SIGNED this 9 day of April, 2024.

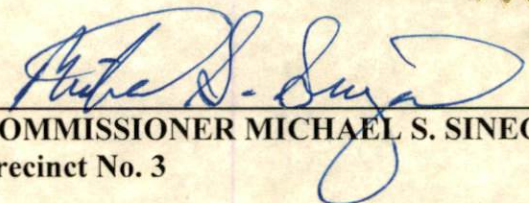


 JUDGE JEFF R. BRANICK
 County Judge




Absent

 COMMISSIONER VERNON PIERCE
 Precinct No. 1



 COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3



 COMMISSIONER CARY ERICKSON
 Precinct No. 2



 COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4

Attest:



 County Clerk, Chief Deputy





PROCLAMATION

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 9 day of April, 2024, on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Everette 'Bo' Alfred, Commissioner of Precinct No. 4, the following Proclamation was adopted:

Child Abuse Awareness and Sexual Assault Nurse Examiner

WHEREAS, Child Abuse and Forensic Services, In. (CAFS Inc.) was the first private Sexual Assault Nurse Examiner (SANE) facility in Texas and remains one of the five in the State of Texas; and

WHEREAS, Child Abuse and Forensic Services, Inc. has provided 4,700 medical examinations for victims of sexual assault over the past 26 years, of which approximately 75% were children; and

WHEREAS, Child Abuse and Forensic Services, Inc. was instrumental in drafting HB 131 in 2001 which enabled Jefferson County to be reimbursed approximately \$2.5 million since its inception; and

WHEREAS, effective sexual assault awareness programs succeed because of the partnerships among community organizations, schools, religious organizations, law enforcement agencies and the business community; and

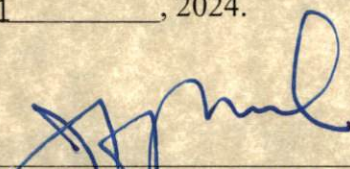
WHEREAS, we must understand that sexual assault is a community responsibility and we have a duty to use every effort to promote programs and activities that benefit the citizens by providing solutions ; and

WHEREAS, prevention remains the best defense for children and families;

WHEREAS, the impact of sexual assault has long-term personal, economic and social costs; therefore, hurting Texas' future.

NOW, THEREFORE, the Commissioners Court of Jefferson County does hereby proclaim April 2, 2024 as Child Abuse and Forensic Services, Inc. Day in Jefferson County and we urge all citizens to recognize this month by dedicating themselves to the task of reducing child abuse and neglect significantly in Jefferson County and through out the State of Texas.

SIGNED this 9 day of April, 2024.

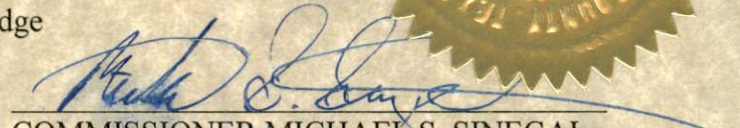


JEFF R. BRANICK
County Judge



Absent

COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No.3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE ALFRED
Precinct No. 4

#23

COMPLETE

Collector: Web Link 8 (Web Link)
Started: Wednesday, January 24, 2024 9:29:13 AM
Last Modified: Wednesday, January 24, 2024 9:44:32 AM
Time Spent: 00:15:19
IP Address: 71.139.45.93

Page 2: Organizational Basics

Q1**Jefferson**

Name of your county

Q2

1. Enter the contact information for the chair who managed CHC work in 2023. Provide the information for one chair who can be the point of contact for our agency.

Name	Theresa Goodness
Mailing address	985 19th Street
Cell phone number	409-454-2855
Home/office phone number	409-454-2855
Email address	theresa.goodness@gmail.com
CHC website (if applicable)	www.jefferson.tx.us/historical_commission

Q3

Enter the contact information for the individual filling out the report, if other than chair.

Name	Jennifer Trenbeath/ Jaclyn Zapata, CHC Outreach Program Staff
Cell phone number	409-835-8701
Email address	jennifer.trenbeath@jeffcotx.us

Page 3: ORGANIZATIONAL BASICS

Q4

Provide the number of CHC appointees in 2023.

(no label)

Number of CHC appointees

15**Q5**Number of volunteer hours **5551**

Provide the number of volunteer hours for 2023. Volunteer hours should reflect time contributed by appointees and other volunteers. Include time spent at meetings, events, and travel to/from meeting and events. If you do not track hours, enter an approximate number. Enter the number "0" if the CHC was inactive.

Q6

Provide the number of CHC meetings in 2023. Enter the number "0" if the CHC did not meet.

(no label)

CHC meetings

8

Committee meetings

1

If needed, provide brief comments regarding the number of appointees, volunteer hours, or meetings.:

2023 started with 18 appointees, but 3 moved to advisory positions due to life changes leaving a total of 15 active appointees.

Page 4: Organizational Basics

Q7**76-99% of full commission meetings made quorum**

Quorum is met when a majority of all appointees are present at a full commission meeting. Check the percentage that best reflects how often a quorum was present for your full commission meetings in 2023.

Q8**100% have taken Open Meetings Act training**

Open Meetings Act training is offered by the Texas Attorney General's office on their website. CHC appointees are required by state law to receive training in Texas open government laws. Check the percentage that best reflects the number of CHC appointees who have completed Open Meetings Act training.

Page 5: Organizational Basics

Q9

Check each way your CHC officially reported 2023 activities to your county officials.

Attended county commissioners court regularly,
Met with county commissioners,
Submitted a CHC budget,
Provided suggested CHC appointments,
Plan to present summary of 2023 accomplishments to commissioners court in early 2024

Q10

Check the elected officials that your CHC regularly invited to events and activities in 2023.

County judge,
County commissioners

Page 6: Financial Resources

Q11

Enter the amount of money provided directly to your CHC in 2023 next to each line item. Use whole numbers for the dollar amount, rounding the amount up to the nearest dollar. Enter "0" if no monies are associated with the line item.

Balance carried over from 2022:	0
Annual county allocation (not including money for museums):	13200
County money allotted for museums (passing through CHC):	0
Any other money issued by county (one-time amount for special projects):	0
CHC fundraising proceeds:	0
Grant money provided to CHC (private, local, state, or federal):	0
Donations provided to CHC from partners/nonprofits:	0
"Membership" dues (though not recommended, some CHCs request dues):	0
Hotel Occupancy Tax	0
Revenue provided to CHC (if not included above):	
Any other money not included above:	0

Q12**County treasury**

Which serves as the repository for CHC money? Check each answer that applies.

Page 7: Financial Resources

Q13

In-kind donations are goods and/or services provided to the CHC at no charge. Check any in-kind donations provided by your county in 2023.

Space for a CHC-operated museum,
Space for archive or records storage,
Utilities associated with spaces mentioned above,
Computer hardware or software,
Internet access,
Web hosting on county website,
County staff liaison whose job description includes aiding CHC
 ,
Assistance from county staff including posting meetings, financial reports, legal consultations, etc.
 ,
Professional expertise of county staff ,
Administrative supplies or services such as postage, paper, ink, copier, etc.
 ,
Meeting and/or office space for CHC

Page 8: Organizational Planning

Q14

Check the boxes that best reflects your CHC's planning efforts.

CHC has a work plan, but it is simply a list of work that needs to be accomplished
 ,
CHC sought planning guidance from the 2022-2032 Statewide Historic Preservation Plan

Q15

Check the boxes that identify areas where concerted efforts were made to improve work in 2023.

- Meeting attendance,**
- Preservation education for appointees,**
- Partnerships,**
- Online presence of CHC,**
- Relationship with county commissioners court,**
- Improved an ongoing CHC project/event,**
- Diversify interpretation efforts,**
- CHC planning,**

If needed, provide brief comments regarding efforts to improve work.:

The JCHC made a concerted effort to invite county Commissioners and County Judge to JCHC meetings and to involve them by including them in press releases and newsletters. Increased social media presence resulted in an increase in social media outreach. New resources were added to the JCHC website and a redesign is pending. Members participate in over 15 presentation organizations as volunteers and board members. JCHC hosted the NAPC Summer Short Series webinar over two days for JCHC appointees and the public. The JCHC applied for the first time to the Undertold Stories marker program to help diversify the marker subjects within Jefferson County.

Page 9: Appointee Education

Q16

Enter the number of CHC appointees who attended each training.

THC 2023 Real Places Conference	1
THC cemetery workshop or webinar	3
THC museum workshop or webinar	1
THC Archeological Stewards training	1
Preservation Texas	4
Texas Archeological Society	1
Other training opportunity (specify in comment box below)	8

Q17

Check the training and development your CHC provided in 2023.

Provided educational presentations for your CHC appointees

,

Used the THC website information to educate appointees

,

Specify other training and development attended/provided by your CHC. Note if other CHCs were in attendance.:

TXDOT Historic Preservation webinars NAPC Summer Short Series (hosted by JCHC) NAPC 20th Century Architecture webinar NAPC ABC's of Historic Designation webinar THC Heritage Tourism webinar THC Weathering the Storm THC Legacy of the Buffalo Soldiers and Their Service in the 20th Century- webinar THC Historic Resources Survey webinar

Q18

Check the work items in which your CHC was actively involved during 2023.

Maintain an inventory of subject markers in your county

,

Visit sites to monitor the physical condition of subject markers in your county

,

Maintain an inventory of properties designated by Texas or the Secretary of the Interior as historic (i.e., National Register, Recorded Texas Historic Landmark, or State Antiquities Landmark)

,

Visit sites to monitor the physical condition of properties designated by Texas or the Secretary of the Interior as historic

,

Maintain an inventory of cemeteries in your county,

Visit sites to monitor physical condition of cemeteries in your county for threats or endangerments

,

Submitted photographs as part of the Recorded Texas Historic Landmark (RTHL) Photo Project

,

Provide brief comments about work related to monitoring the physical condition of historic resources.:

Regular reports are made to the JCHC regarding the condition and ongoing preservation efforts of the Hinchee House. Repairs and ongoing work to the Holmes-Duke House was noticed by the JCHC and reported to THC and the City of Beaumont. Repairs and ongoing work to the Pompeiian Villa was noticed by the JCHC and reported to the THC. A damaged subject marker (First Christian Church in Port Arthur) was noticed by the JCHC and appropriate conversations were held between the church, the JCHC marker chair and the THC. RTHL sites were visited and documented. Marker chair oversaw the relocation of subject markers for the Spindletop Confederate Camp and Collier's Ferry. The JCHC reported the condition of the Lincoln Rest Cemetery to the County Commissioner for the precinct in which it is located. JCHC marker chair networked with two cemetery organizations to facilitate the repairs of vault coverings at HTC Evergreen Cemetery with supplies and services provided by neighboring HTC Magnolia Cemetery.

Q19

Has your CHC or others planned/pursued work to alter the following sites?

CHC or others planned/pursued work that altered historic county courthouse or its square

Provide brief comments about work that altered the courthouse, square, schools, parks, plaza, or jail.:

Discussed with THC Courthouse reviewer complete replacement of all exterior handrails at the historic Jefferson County Courthouse.

Page 11: CHC Stewardship and Survey

Q20

A Historic Resources Survey identifies historically and architecturally significant properties in neighborhoods, communities, and counties. Surveys document the physical condition of properties using photographs, fieldwork, and archival research. Published surveys are formal documents used in planning efforts and to raise awareness of a community's cultural heritage. Provide brief comments about formal historic resource survey work completed in 2023, including initiating and updating existing surveys.

JCHC was awarded a grant from NPS/THC to perform a historic resources survey of the areas in the county outside of the incorporated cities of Beaumont and Port Arthur. In 2023 the bulk of the work was completed and the pre-final Historic Resources Survey Plan, the pre-final Historic Resources Survey and pre-final Preservation Plan were submitted by our vendor, HHM, Inc. to THC and JCHC for comments in the fourth quarter of 2023.

Page 12: CHC Programs and Events

Q21

Check the box for each work item in which your CHC was actively involved in 2023.

Consulted with citizens about potential subject marker topics

,

Appointees volunteered at a historic site that is open to the public

,

Promoted historic and cultural sites to develop and sustain heritage tourism

,

Provided a guide/directory of properties with historic designations for public use (print, digital, etc.)

,

Provided a guide/directory of cemeteries for public use (print, digital, etc.)

,

Coordinated an effort to educate youth about preservation or county history

,

Coordinated an effort to educate adults about preservation or county history

,

Provided tours of historic buildings or sites within the county (other than historic courthouse)

,

Provided a guide/directory of subject markers for public use (print, digital, etc.)

,

Provided tours of a historic courthouse in your county,

Coordinated a regional preservation or tourism event (Texas Archeology Month, Preservation Month, conference, cultural heritage festival etc.)

,

If needed, provide brief comments about work related to events or programs.:

The JCHC partnered with local non-profit group to provide tours to school-age children of the historic Jefferson County Courthouse. JCHC appointees participated in Beaumont Main Street's "Imagine the Possibilities Tour" of downtown Beaumont. A JCHC appointee assisted in the development of Beaumont Main Street's Distrix App walking tour of downtown Beaumont by providing voice-work and content editing. The JCHC created the annual Jefferson County History calendar for 2024 which has been shared with all preservation partners and school districts within Jefferson County to educate students and adults on our history.

Appointees volunteered at local museums such as the McFaddin-Ward House, Boomtown Museum and the John Jay French Museum. JCHC appointees developed and participated in the third annual Historic Magnolia Cemetery Tour in coordination with local museums as part of "Museum Madness Weekend"

Page 13: Community Awareness, Participation, and Revitalization

Q22

Check the box for each work item in which your CHC was actively involved during 2023.

Participated as a consulting party in a federal Section 106 review

,

Identified and/or researched historic bridges in your county

,

Identified and/or researched historic public parks, and plazas in your county

,

Participated in local economic development and planning efforts

,

Identified and/or researched historic schools, colleges, and universities in your county

,

Participated in local development, zoning, and planning efforts to ensure historic and cultural resources were considered by elected officials

,

Identified areas of development within the county that could impact historic and cultural resources

,

Aware of local organizations that use hotel occupancy tax to fund preservation projects

,

If needed, provide brief comments about work related to community awareness and revitalization efforts.:

The JCHC marker chair conducted extensive research into Pipkin's Patriot Park located in downtown Beaumont in advance of a National Register nomination for the Temple to the Brave, located within the park. A JCHC advisor performed research and developed an educational video about Pipkin School, a historic Black school for use at the Historic Magnolia Cemetery Tour. JCHC appointees partnered with Beaumont Main Street and other preservation organizations and stakeholders to develop a preservation plan for downtown Beaumont including recommendations for preservation ordinances, overlay districts and zoning changes.

Q23

Partnering is more than attending meetings of other organizations. Effective partnerships strengthen the preservation community. Check each of the individuals/organizations your CHC partnered with during 2023.

City officials,
 Libraries,
 Museums,
 Cemetery organizations,
 Archeology organizations,
 Tourism organizations/visitors bureaus,
 Landmark commissions or local historic design review boards
 ,
 Main Street managers and/or board members,
 County officials,
 Educational institutions (school districts, community colleges, universities)
 ,
 Texas Archeological Stewards

 Page 15: CHC Partnerships
Q24

Check the boxes that reflect your CHC's role with museums.

CHC appointees volunteer with museum/s,
 CHC operates a museum

Q25

What amount of CHC time is spent on museum work?

1-25% of CHC time spent on museum work

 Page 16: Project Descriptions
Q26

Project Description #1 – Describe ONE project, effort, or service provided by the CHC.

The JCHC has been partnering with the historic Magnolia Cemetery to facilitate the move of a World War I monument from downtown Beaumont to the cemetery grounds. The monument was funded and created through community effort, spearheaded by the Beaumont Enterprise. The original intention of the Beaumont Enterprise was to include the names of every serviceman who hailed from Beaumont and died in service to the nation. Gathering and verifying this information proved to be a more daunting task than the Enterprise expected, so the monument was created without the individual's names. Many of the "Beaumont Boys" (as they were known in local vernacular) are interred in Magnolia Cemetery. The current location of the monument is on a small triangular boulevard which has been planted with Asiatic Jasmine, which has a tendency to obscure the view of the monument. In addition to making efforts toward the eventual move of the monument, the World War I committee has been researching the background of every known World War I veteran from Beaumont who died during his military service. The intention of the committee is to provide the information to Magnolia Cemetery so a companion monument may be created with the names of the individuals who made the ultimate sacrifice for our country.

Page 17: Project Descriptions

Q27

Project Description #2 – Describe ONE project, effort, or service provided by the CHC.

The JCHC participated in monitoring, reviewing and reporting designated properties in keeping with our Certified Local Government responsibilities. The JCHC appointees are involved in numerous organizations throughout the county, many of which assist us in this task, as we become aware of planned and potential projects on designated properties through the course of our volunteer work. This information is shared at our bi-monthly meetings, and of course, is shared with the THC when necessary. Beyond this, we annually divide the remaining designated properties among ourselves and physically visit each. We capture photographs at each visit, which are saved on the county-provided computer and backup in the JCHC office. In 2023, the JCHC became aware of work on two designated properties outside of the time frame of our annual survey of designated properties. Appointees documented work which had already begun on the Holmes-Duke House, adjacent to downtown Beaumont as well as at the Pompeiian Villa, in downtown Port Arthur and notified the THC in each instance.

Page 18: Project Descriptions

Q28

Project Description #3 – Describe ONE project, effort, or service provided by the CHC.

In 2023, the JCHC partnered with the historic Magnolia Cemetery to host the third annual Historic Magnolia Cemetery Tour. The generous support of the Magnolia Cemetery Association provided snacks, water and two golf carts to assist participants who did not wish to walk the cemetery grounds. As in each previous year, the attendance at the 2023 tour grew thanks primarily to social media and to the efforts of the JCHC to partner with area museums and the local CVB to include the tour in the promotional materials for Museum Madness weekend, an annual area event designed to draw visitors to museums and heritage sites. The cemetery tour featured stories shared by participants from three partner organizations as well as six JCHC appointees and one JCHC advisor. Organizational support was provided by two additional JCHC appointees, two JCHC advisors and two family members of JCHC appointees. As with each previous year, the JCHC identifies opportunities to grow and hone this event, and preliminary planning for the Fourth Annual Historic Magnolia Cemetery Tour has started. The attention and support received from the public as a result of these tours has encouraged the Magnolia Cemetery Association to consider and begin to plan future expansion of the tours and additional methods of highlighting the cemetery's rich history.

Page 19: CHC Comments for the THC

Q29

Please share your thoughts on the Texas Historical Commission and CHC Outreach Program services that have helped your CHC.

Many JCHC appointees utilize the training programs offered by the THC and Friends of the THC. We have enjoyed attendance at the Real Places Conference, and virtually on webinars. The listservs are often sources of great information and we appreciate the onsite visits from several staff members of the THC that have visited Jefferson County during 2023. We would love to see more niche topics in webinars such as repair of historic structures, cleaning and repair of headstones and identifying historic features on buildings.

Q30

If needed, provide any additional information not already submitted in this report. Feel free to comment on specific preservation issues in your county, including successes and challenges.

The Jefferson County Historical Commission continues to face the challenge of educating the public on the value of historic preservation and continues to see storm damage and demolition by neglect as two primary risk factors to historic resources within our county. The JCHC has seen increased communication and partnership between preservation organizations in Jefferson County and looks forward to the continued strengthening of those relationships as we all work to collectively achieve a better tomorrow for preservation in Jefferson County.

#4

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, January 22, 2024 3:29:07 PM
Last Modified: Tuesday, January 23, 2024 1:03:50 PM
Time Spent: 21:34:43
IP Address: 67.204.4.26

Page 1: CONTACT INFORMATION

Q1

County

Jefferson

Q2

Name of individual completing the Annual Report

Jennifer Trenbeath

Q3

Mailing Address

1149 Pearl Street Third Floor

Q4

City/State/Zip

Beaumont, TX 77701

Q5

Phone Number

4098358701

Q6

Email Address

jennifer.trenbeath@jeffcotx.us

Page 2: HISTORIC PRESERVATION OFFICER (HPO) or CLG Representative

Q7

Yes

Does the County have a designated Historic Preservation Officer/CLG Representative?

Q8

Name of HPO/CLG Representative

Theresa Goodness

Q9

NO

Does the Historic Preservation Officer/CLG Representative satisfy the Secretary of the Interior's Professional Qualification Standards?

Q10

How many paid staff members make up the county's preservation program? (for example, "2 full time, 1 part-time")

1 part-time

Q11

Please list all preservation-related trainings attended by the Historic Preservation Officer/CLG Representative during the past fiscal year. This may include THC workshops, National Trust conference, National Alliance of Preservation Commission events, or other preservation-specific training. If none, write "none."

NAPC Summer Short Series, THC Webinar: CHC's & Cemeteries, McFaddin-Ward House lecture series "Historic Architecture", Preservation Texas Southeast Texas Summit, TxDOT webinar: Historic Preservation and Management of Cultural Resources, THC Webinar: Historic Resources Survey, THC Webinar: Heritage Tourism and CHC's.

Q12

**National Alliance of Preservation Commissions (NAPC),
Preservation Texas**

Please indicate any individual or institutional professional memberships held by the CLG.

Page 3: CLG COMMITTEE

Q13

Yes

Does the CLG maintain an adequate and qualified CLG Committee as part of, or in coordination with, the County Historical Commission?

Q14

How many members serve on the CLG Committee?

15

Q15

How many times did the CLG Committee meet during the last fiscal year? (CLG regulations require that commissions meet at least 6 times a year.)

9

Q16

Yes

Are the Committee meetings held in accordance with the Texas Open Meetings Act?

Q17

Do the members of the CLG Committee represent the general ethnic diversity of the community? If the answer is "no," use the comment box to explain what barriers your community faces in achieving this.

No,

What barriers does your community face in achieving this?
 Are steps being taken to address diversity and inclusion?:
 We are working on telling diverse stories in our community and reaching audiences that may not be aware of our mission.

Q18

Yes

Have the CLG Committee or CHC meeting minutes been submitted to the THC for the past fiscal year? (If not, please send ASAP to clg@thc.texas.gov)

Q19

Yes

Did the CLG make any new appointments to the CLG Committee during the past fiscal year? (CLG regulations require that all current committee members have resumes on file with the THC.)

Q20

When does the CLG Committee usually meet? Please include date, time, and whether the meetings are virtual, in person, or hybrid. (For example, "Meetings are in person, the third Monday of the month at 4 p.m.")

Meetings are held bi-monthly, in person, on the third Wednesday of the month at 10:00 a.m.

Q21

Please list all preservation-related trainings attended by the CLG Committee in the past fiscal year. This may include Historic Preservation Officer-led training, the Real Places conference, CLG trainings from THC, the National Trust conference, NAPC FORUM and/or webinars, etc.

NAPC Summer Short Series webinars, Real Places conference, THC Historic Resources Survey training webinar.

Q22

YES, but more training is needed

Has the CLG Committee adopted The Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation as the standards for all Committee activities?

Page 4: PUBLIC PARTICIPATION

Q23

Yes

Does the CLG allow for public comment during posted CLG Committee or CHC meetings?

Q24

Please describe any projects, educational programs and public outreach activities completed during the past fiscal year. Please provide details so we can highlight CLG successes. If none, write "none."

The CLG Committee was excited to host our first in-person workshop since the pandemic, utilizing the NAPC Summer Short Series two-day webinars for committee members and members of the public who wished to participate in this training. The CLG Committee also completed the sixth annual Jefferson County Historical Calendar, an outreach project that reaches school districts within the county, as well as adults through our county visitor center and preservation partners. Our social media presence grew during FY2023. The CLG Committee planned and hosted the third annual Historic Magnolia Cemetery Tour and partnered with the City of Beaumont CVB to participate in the Annual Museum Madness Weekend, which highlights museums and cultural sites for one long weekend in October. Though the tour occurred in FY2024, all planning, research and coordination was performed in FY2023. Finally, the CLG Committee has been working on a multi-year effort in partnership with our vendor, HHM, Inc. to prepare a Historical Resources Survey and Preservation Plan for Jefferson County. This grant-funded project is nearing completion, with the bulk of the work having been performed in FY2023. Though the completion date will be FY2024, the CLG Committee's work in reviewing the materials provided by HHM, Inc. during FY2023 was a crucial step in the process.

Page 5: HISTORIC RESOURCES SURVEYS

Q25

Yes

Does the CLG maintain a system for the survey and inventory of historic properties?

Q26

Please list all of the CLG's historic resources surveys and updates with the date of completion. (e.g. Post Oak Historic District, 2008; Downtown, 2013; Phase 1 of Countywide survey, 2011)

The CLG has submitted comments on the Pre-Final Jefferson County Historic Resources Survey and Pre-Final Preservation Plan and anticipates completion in FY2024.

Q27

From the surveys listed above, what is the total number of historic properties surveyed in the CLG? (e.g. 546 historic properties)

3,415 both individually and collectively

Q28

No

Is the inventory regularly updated to reflect alterations, additions, and demolitions impacting historic resources?

Q29

Are the historic resources surveys and/or inventories available to the public?

Yes,

If the CLG's surveys and/or inventories are available online, please provide a link below::

https://co.jefferson.tx.us/Historical_Commission/files/Jefferson-County-HRS-HPP_2023-11-02.pdf

Q30

Does the CLG have plans to conduct a new or update an existing survey? If so, please list name of the survey and the projected completion date.

In 2024 the Jefferson County Historic Resources Survey and Preservation Plan will be completed and submitted to County Commissioners for consideration and potential adoption

Page 6: PARTICIPATION IN THE NATIONAL REGISTER PROCESS

Q31

No

In the past fiscal year, has the CLG reviewed a National Register nomination?

Q32

No

Did the CLG submit its recommendation regarding the National Register nomination to the THC's National Register and CLG Programs?

Q33

No

Did the CLG provide reasonable opportunity for the public to comment on the National Register nomination? (such as at the CLG Committee meeting)

Page 7: MONITORING PROPERTIES (STATE AND FEDERAL)

Q34

Yes,

Did the CLG notify the Texas Historical Commission of any activities affecting National Register properties, SALs, and RTHLs?

Please describe any issues that affected these properties in FY23.:

In March, 2023, a CLG Committee member noticed work being done on the Holmes-Duke House, a RTHL property. Because the property is located within the CLG of Beaumont, which has a Landmark Commission that meets regularly to review designated properties and properties within designated districts, the Jefferson County HPO contacted the Beaumont HPO to ensure that work to the property followed proper protocol. The Jefferson County CLG Committee also reached out to THC to notify them of the work being done to the property. As a result, the work done to the property was retroactively reviewed by the Beaumont Landmark Commission and appropriate steps were taken by the property owner in keeping with the THC's directives.

Q35

Yes,

Did the CLG provide comment on any Federal undertakings through the Section 106 review process in the past fiscal year?

Please list any Section 106 projects for which comment was provided to the federal agency in FY23.:
 FM365/Rhodair Gully #CSJ0932-01-113 Union Pacific Railroad 60' Monopole Communications Pole Mile Post 30.31, 279.37 Lotis Environmental Proposed Telecom Tower Undertaking "Winnie" in Jefferson County, TX. VB 13 TS 11; LLC.

Page 8: ACQUIRING PROPERTY

Q36

No

Does the CLG have the authority to acquire property?

Q37

No

Did the CLG acquire, or help others acquire, any historic property during the past fiscal year through purchase, donation, or other means?

Page 9: CLG GRANTS

Q38 **No**

Did the CLG apply for a CLG grant in FY22?

Q39 Other (please specify):

If the CLG did not apply for a CLG grant, what prevented the CLG from applying for CLG grant funds?

The Jefferson CLG is completing work funded by the Hurricanes Harvey, Irma and Maria Disaster Response Grant.

Page 10: LOCAL PRESERVATION INCENTIVES

Q40 **No local incentives**

Does the CLG offer any local incentives to support historic preservation projects?

Q41
Are there any additional local incentives available for historic preservation projects not offered by the county (such as a local nonprofit)? If so, please describe.

Foundation for SETX, Mamie McFaddin-Ward Heritage Trust, Chambers Foundation, H.H. & Edna Houseman Charitable Trust and the Bell, Dishman, Dujay, Permenter & Steinhagen Foundations (administered by Hancock Whitney).

Q42
How many properties were assisted by local preservation incentives identified in the question above?

Other Grants or Loans ~4

Q43
Please describe any success stories of property owners using local incentives in the past fiscal year, if any. (For example, "Lincoln Theater at 123 Main St sat vacant for 10+ years before being bought and re-purposed as a community center. Initial investment:\$50,000; façade grant: \$15,000.")

Improvements of audio/visual equipment at the Jefferson Theatre.

Page 11: PRESERVATION PLANNING AND FUTURE GOALS

Q44 **Yes**

Does the CLG have a preservation plan, or a community comprehensive master plan, that incorporates preservation goals?

Q45

Did the CLG make any revisions or updates to the preservation plan or the community comprehensive master plan during the past fiscal year?

Yes,
Please describe any changes or revisions.:
The Jefferson County Preservation Plan is nearing completion

Q46

Please describe any anticipated local preservation activities and initiatives for the next fiscal year.

The Jefferson County CLG Committee intends to continue to partner with other CLGs and preservation organizations to further share and educate the public, stakeholders, community leaders and elected officials on our Preservation Plan and the resources identified within that will need protection and preservation.

Q47

Are there any specific issues that the Texas Historical Commission may be able to address in your community? (e.g. CLG grants, preservation planning, survey and inventory, training, etc.)

The CLG Committee is deeply appreciative of the THC's guidance during the process of creating our Jefferson County Historic Resources Survey and Preservation Plan. We hope to continue to work with the THC as we enact goals identified within the plan.

Q48

Please use this space to describe any accomplishments of the CLG in the last fiscal year that are not reflected in the questions above.

Respondent skipped this question

Q49

Certification

I hereby certify that the information provided in this report is accurate and correct to the best of my knowledge.

Resolution



COUNTY OF JEFFERSON) (

STATE OF TEXAS) (

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 9th day of April, 2024, on motion made by Everette 'Bo' Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, the Commissioners' Court of Jefferson County, Texas established the Jefferson County Employee Excellence Award on December 4, 1995; and

WHEREAS, Mary Helm, Assistant Director for the Jefferson County Management Information Systems department, has been selected as the employee of Jefferson County who meets all of the criteria for this award and who best demonstrates the highest standards of dedication, leadership, and work ethic, and

WHEREAS, these qualities are shown by her 14 years of dedication to Jefferson County, and her overall professionalism, and compassion for others, which promotes a great example and a great deal of confidence with everyone with whom she shares her knowledge;

NOW, THEREFORE, the Commissioners' Court of Jefferson County, Texas in a regular meeting duly convened and acting in its capacity as the governing body of Jefferson County, does hereby present the 2023 Jefferson County Employee Excellence Award to Mary Helm, and praises her for her dedicated service to the citizens and employees of Jefferson County.

Signed this 9 day of April, 2024.

Jeff Branick
JUDGE JEFF BRANICK
County Judge



Absent

COMMISSIONER HUGH PIERCE
Precinct No. 1

Michael Sinegal
COMMISSIONER MICHAEL SINEGAL
Precinct No. 3

Cary Erickson
COMMISSIONER CARY ERICKSON
Precinct No. 2

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