

*Notice of Meeting and Agenda*  
*April 30, 2024*

**Special, 4/30/2024 10:30:00 AM**

BE IT REMEMBERED that on April 30, 2024, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

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Jeff R. Branick, County Judge  
Eddie Arnold, 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 30, 2024**

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

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

**9:00am – Workshop to receive information regarding TIRS.**

**9:45am- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to contracts being negotiated, that deliberation in open meeting, would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.**

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

**The following options are available:**



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**View live with audio from the County Webpage:  
[https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm)**

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

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

**INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three**

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

## **PURCHASING:**

- (a). Consider and approve specifications for Invitation for Bid (IFB 24-013/JW) Term Control for Pest Control Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 20 - 93

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (b). Consider and approve specifications for Invitation for Bid (IFB 24-019/MR) Term Contract for Marine Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 94 - 152

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (c). Consider and approve award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 24-012/MR) Re-Bid Term Contract for Armored Car Service for Jefferson County with Rochester Armored Car Co., Inc. with pricing as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 153 - 156

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (d). Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 24-007/DC) Professional Attorney Services for Jefferson County.

NO ATTACHMENTS

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

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- (e). Consider and approve, execute, receive and file renewal for (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County for a first one (1) year renewal with CAT5 Resources, Inc. from May 8, 2024 to May 7, 2025, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 157 - 157

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (f). Consider and approve, execute, and receive a Contract Extension for (IFB 19-012/YS) Term Contract for Marine Motor Fuel for Jefferson County with Suncoast Resources, LLC. f/k/a Sun Coast Resources, Inc. for an additional (60) sixty days, extending this contract until June 29, 2024; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 158 - 158

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (g). Consider and approve, execute, receive and file Amendment 1 (one) to contract (RFP 22-021/YS) Comprehensive Inmate Technology Services Package for Jefferson County Correctional Facility, Downtown Jail and Minnie Rogers Juvenile Justice Center. This amendment will provide the Jefferson County Sheriff's Office with a technology grant of \$60,000.00 from Smart Communications Holding, LLC for the sole purpose of designing and purchasing a digital application branded as the "Sheriff's App".

SEE ATTACHMENTS ON PAGES 159 - 159

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (h). Consider and approve, execute, receive and file Job Order Contract (JOC 24-020/MR) with Preferred Facilities Group, LLC for concrete repair at Minnie Rogers Juvenile Justice Center in the amount of \$26,789.20; in accordance with BuyBoard Contract 728-24.

SEE ATTACHMENTS ON PAGES 160 - 163

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

- (i). Consider and approve and ratify, execute, receive and file Professional Agreement (PROF 24-021/MR) with Honesty Environmental Services, Inc. for Mold Assessment and Asbestos Inspection at the Jefferson County Diversion Center in the amount of \$4,590.00; in accordance with Region 5 Contract 20230404; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326. Funded by ARPA

SEE ATTACHMENTS ON PAGES 164 - 166

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

- (j). Consider and approve, execute, receive and file an agreement (Agreement 24-023/MR) with e.Sullivan Advertising and Design to provide advertising and design for the Jack Brooks Regional Airport in an amount not to exceed \$39,000.00.

SEE ATTACHMENTS ON PAGES 167 - 170

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

- (k). Consider and approve, execute, receive and file a Professional Services Agreement (PROF 24-024/MR) with Soutex to provide a Boundary Survey and Topographic Survey for the Jefferson County Diversion Center in an amount not to exceed \$10,000.00; Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326. Funded by ARPA. Consider and approve as a discretionary exemption as authorized by Texas Local Government Code §262.024 (a)(4) personal or professional service.

SEE ATTACHMENTS ON PAGES 171 - 173

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

- (l). Consider and approve, execute, receive and file an agreement (Agreement 24-025/DC) with Spectrum and Jefferson County for New Service located at Annex 1, 1225 Pearl Street, 2nd Floor, Beaumont, TX 77701; for a total monthly cost of \$165.00 and a one-time service fee of \$100.00.

SEE ATTACHMENTS ON PAGES 174 - 179

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

- (m). Consider and approve, execute, receive and file a Professional Services Agreement (PROF 24-0026/DC) with The LaBiche Architectural Group, Inc. for Assistance with Waterproofing and Preparation of the THCPP Grant Round XIII Application for the Jefferson County Courthouses for a not to exceed fee of \$10,000.00, plus reimbursable expenses. Consider and approve as a discretionary exemption as authorized by Texas Local Government Code §262.024 (a)(4) personal or professional service.

SEE ATTACHMENTS ON PAGES 180 - 182

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

- (n). Consider and approve, execute, receive and file a Certificate of Construction Completion for (RFQ 18-023/JW) Energy Performance Contracting Services for Jefferson County with Johnson Controls, Inc.

SEE ATTACHMENTS ON PAGES 183 - 183

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

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- (o). Consider and approve, execute, receive and file Architectural Barriers Designated Agent Form authorizing Burns Architecture, LLC to serve as the Designated Agent for the Jefferson County Vehicle Search/Investigation Building Renovations with the Texas Department of Licensing and Regulation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 184 - 191

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (p). Consider and possibly approve, execute, receive and file disposal of scrap metal by the Maintenance-Port Arthur Courthouse. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

NO ATTACHMENTS

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

**COUNTY AUDITOR:**

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

SEE ATTACHMENTS ON PAGES 192 - 192

114-0405-431-4008	AUTOMOBILES AND TRUCKS	\$5,000.00	
114-0405-431-4018	ROAD MACHINERY	\$10,000.00	
114-0402-431-3079	CRUSHED STONE		\$15,000.00

**Motion by: Arnold**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (b). Consider and approve budget transfer– Public Health – additional cost for transportation vans.

SEE ATTACHMENTS ON PAGES 193 - 193

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120-5074-441-6007	AUTOMOBILES	\$120.00	
120-5074-441-6002	COMPUTER EQUIPMENT	\$120.00	
120-5075-441-6007	AUTOMOBILES		\$120.00
120-5075-441-6002	COMPUTER EQUIPMENT		\$120.00

**Motion by: Arnold**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (c). Consider and approve budget transfer– Beaumont Maintenance –  
 Replace Washer/Dryer for private Jail.

SEE ATTACHMENTS ON PAGES 194 - 195

120-6083-416-6003	BUILDING - COURTHOUSE	\$5,230.00	
120-6083-416-1036	PAINTERS		\$5,230.00

**Motion by: Arnold**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (d). Receive and file Single Audit for Jefferson County, Texas for the Fiscal  
 Year Ended September 30, 2023.

SEE ATTACHMENTS ON PAGES 196 - 209

**Motion by: Arnold**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (e). Receive and file Passenger Facility Charge Audit Report for Public  
 Agencies for the Year Ended September 30, 2023.

SEE ATTACHMENTS ON PAGES 210 - 223

**Motion by: Arnold**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

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- (f). Consider and approve budget transfer electronic disbursement for \$531,716.87 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

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

- (g). Receive and file Financial & Operating Statements – County Funds Only for the Month Ending March 31, 2024.

SEE ATTACHMENTS ON PAGES 224 - 241

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

- (h). Consider and approve electronic disbursement for \$1,061,379.21 to State Comptroller for Intergovernmental Governmental Transfer for Jefferson County Local Provider Participation Fund for the Hospital Augmented Reimbursement Program.

SEE ATTACHMENTS ON PAGES 242 - 243

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

- (i). Regular County Bills – check #516367 through check #516586 (04/16/24) and check #516587 through check #516815 (04/23/24) and check #516816 through check #517049. (04/30/24).

SEE ATTACHMENTS ON PAGES 244 - 271

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



## **CONSTABLE PRECINCT 6:**

- (a). Consider and possibly approve the hiring of Liz Albert as a part-time Deputy Constable with Constable Precinct 6 in accordance with Local Government Code (LGC) 86.011.

NO ATTACHMENTS

**Motion by: Sinegal**

**Second by: Erickson**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

- (a). Receive and file Oaths and Statements of Officers for Commissioners appointed to the Jefferson County Emergency Services District No. 5.

SEE ATTACHMENTS ON PAGES 272 - 281

**Motion by: Alfred**

**Second by: Erickson**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (b). Receive and file fully executed Nursing Affiliation Agreement between Jefferson County and Lamar University.

SEE ATTACHMENTS ON PAGES 282 - 289

**Motion by: Alfred**

**Second by: Erickson**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (c). Consider and possibly approve a proclamation for American Cancer Society Relay for Life.

SEE ATTACHMENTS ON PAGES 290 - 290

**Motion by: Erickson**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (d). Receive, file, and record executed signature page for Permanent Easement Agreement between Jefferson County and Low Carbon Logistics Transport LLC for Tracts# ROSE-JE & OO4.000 & OO5.000, in Jefferson County. (Project Name: TX-245 Rose Project).

SEE ATTACHMENTS ON PAGES 291 - 314

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

- (e). Consider and possibly approve a Proclamation for Sexual Assault Awareness Month.

SEE ATTACHMENTS ON PAGES 315 - 315

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

- (f). Consider and possibly approve a proclamation for Older Americans Month.

SEE ATTACHMENTS ON PAGES 316 - 316

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

- (g). Receive and file executed Amended Tax Abatement Agreement Between Jefferson County and Arbor Renewable Gas LLC for Phase 2 of that project within the Arbor Reinvestment Code, pursuant to Sec. 312.401 et seq. Texas Tax Code.

SEE ATTACHMENTS ON PAGES 317 - 318

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

- (h). Consider and possibly approve a proclamation for Soil Stewardship Week.

SEE ATTACHMENTS ON PAGES 319 - 319

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

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- (i). Consider, possibly approve, authorize the County Judge to execute, receive and file an Order With Respect to Republic Services, Inc. Project for the purposes of complying with Section 147(f) of the Internal Revenue code of 1986m as amended to enable Republic Services, Inc. to secure 2024 Waste Disposal Revenue Bonds from Mission Economic Development Corporation for the purpose of financing improvements to certain solid waste disposal facilities. ( A similar approval was given them in 2020.)

SEE ATTACHMENTS ON PAGES 320 - 330

**Motion by: Alfred**

**Second by: Erickson**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (j). Consider, possibly approve and authorize the County Judge to execute, receive and file a Quit Claim from Jefferson County to Jefferson County Drainage District 6 to enable them to enhance drainage in that area.

SEE ATTACHMENTS ON PAGES 331 - 332

**Action: TABLED**

- (k). Consider, possibly approve and authorize the County Judge to execute an Interlocal Agreement between Jefferson County and the United States Department of Justice, Federal Bureau of Prisons Federal Correctional Complex in Beaumont, Texas pursuant to 18 USC Sections 4001b)(2) and 4042(a)(2),(3).

SEE ATTACHMENTS ON PAGES 333 - 341

**Motion by: Alfred**

**Second by: Erickson**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (l). Receive and file Oath of Office and Statement of Officer of Commissioner Eddie Arnold.

SEE ATTACHMENTS ON PAGES 342 - 343

**Motion by: Alfred**

**Second by: Erickson**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

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- (m). Consider, possibly approve and authorize the County Judge to execute Amendment No. 3 to GLO Contract No. 20-066-036-C242 to extend the time for the Buyout Program for homes that were vulnerable to flooding during Hurricane Harvey.

SEE ATTACHMENTS ON PAGES 344 - 372

**Motion by: Alfred**

**Second by: Erickson**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

**TAX OFFICE:**

- (c). Consider, possibly approve and authorize the County Judge to execute, receive and file Agreement for Tax Collection Services with Linebarger Goggan Blair & Sampson, LLP, after having provided adequate notice as required by Section 2254.1036 of the Texas Government Code.

SEE ATTACHMENTS ON PAGES 373 - 374

**Motion by: Erickson**

**Second by: Arnold**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (a). Consider, possibly approve and authorize the County Judge to execute Agreement with Linebarger Goggan Blair & Sampson, LLP, as being fully qualified as special counsel to perform all legal services necessary to collect unpaid delinquent ad valorem taxes as provided in Section 6.30 of the Texas Property Tax Code.

SEE ATTACHMENTS ON PAGES 375 - 417

**Motion by: Erickson**

**Second by: Arnold**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (b). Consider and possibly approve an Order Authorizing Additional Penalty on Delinquent Taxes pursuant to Sections 33.07 and 33.08, Texas Tax Code.

SEE ATTACHMENTS ON PAGES 418 - 420

**Motion by: Erickson**

**Second by: Arnold**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

## **COUNTY TREASURER:**

- (a). Consider and possibly approve a \$64 wire transfer to Wells Fargo Securities for March, 2024 Safekeeping services.

NO ATTACHMENTS

**Motion by: Sinegal**

**Second by: Erickson**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (b). Ratify Quarterly Report/wire for State Pooled Fees in the amount of \$315,544.00

NO ATTACHMENTS

**Motion by: Sinegal**

**Second by: Erickson**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

## **ENGINEERING DEPARTMENT:**

- (a). Consider and possibly approve a Minor Plat of Patillo Boyt Addition, a subdivision out of a 4.75-acre tract (called 4.7466 acres C.F.C. 2002034903, OPRJCT) into Tract 1, Tract 2 and Tract 3, part of the J.R. Landrum Survey, Abstract No. 570 (H.T. & B.R.R. Section 18) Jefferson County, Texas. This Minor Plat is located off of Boyt Road in Precinct #4 and is in City of Beaumont ETJ. This Minor Plat has met all of Jefferson County and City of Beaumont platting requirements.

SEE ATTACHMENTS ON PAGES 421 - 421

**Motion by: Alfred**

**Second by: Sinegal**

**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (b). Consider and possibly approve a Minor Plat of Smart Dairy Estates, out of the Susan Horton League, Survey, Abstract No. 30, Jefferson County, Texas. This Minor Platt is located off of Old Nome Road in Precinct #1. This Minor Plat is not in any E.T.J and has met all of the Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 422 - 423

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

- (c).Execute, receive and file Pipeline Permit 03-P-24 and Road Use Agreement between Jefferson County and Enterprise Ethane Pipeline LLC, for the purpose of pipeline crossing Ebner, Clark, League and Johnson Road. This project is located in Jefferson County in Precinct #4.

SEE ATTACHMENTS ON PAGES 424 - 437

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

- (d).Execute, receive and file Utility Permit 04-U-24 to AT&T for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of fiber optic conduit along East Chemical Road. This project is located in Precincts #4.

SEE ATTACHMENTS ON PAGES 438 - 449

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

- (e).Execute, receive and file Utility Permit 05-U-24 to AT&T for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of fiber optic conduit along Bighill Road. This project is located in Precinct #3

SEE ATTACHMENTS ON PAGES 450 - 462

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

- (f).Execute, receive and file Overweight Vehicle Permit 07-OW-24 and Road Use Agreement between Jefferson County and Enterprise Ethane Pipeline LLC, for the purpose of pipeline construction and hauling of materials along Jefferson County roads. This project is located in Precinct #4.

SEE ATTACHMENTS ON PAGES 463 - 472

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

- (g). Consider, possibly approve, and authorize the County Judge to execute a survey access form in favor of Sabine Crossing LLC for a necessary pipeline survey.

SEE ATTACHMENTS ON PAGES 473 - 481

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

### **JUVENILE PROBATION DEPARTMENT:**

- (a). Consider and possibly approve a Resolution recognizing Barbara Bryant for her 11 years and 3 months of service to the Jefferson County Juvenile Probation Department (Detention Center) and wishing her well in retirement.

SEE ATTACHMENTS ON PAGES 482 - 482

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

### **RISK MANAGEMENT:**

- (b). Consider and possibly approve Storage Tank Liability Insurance renewal with Liberty Surplus Insurance Corporation, effective April 6, 2024, for an annual premium of \$7,427.64.

SEE ATTACHMENTS ON PAGES 483 - 487

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

- (a). Approve, receive, and file executed Public Official Bond for Eddie Arnold, Interim Commissioner, Precinct 1.

NO ATTACHMENTS

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**Motion by: Alfred**  
**Second by: Sinegal**  
**In Favor: Branick, Arnold, 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.**

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**Jeff R. Branick**  
**County Judge**



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**Special, April 30, 2024**

There being no further business to come before the Court at this time, same is now here adjourned on this date, April 30, 2024.

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

April 30, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 24-013/JW) Term Contract for Pest Control Services 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 one (1) copy 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.

<b>BID NAME:</b>	<b>PEST CONTROL SERVICES FOR JEFFERSON COUNTY</b>
<b>BID NUMBER:</b>	<b>IFB 24-013/JW</b>
<b>DUE BY TIME/DATE:</b>	<b>11:00 AM CT, WEDNESDAY, JUNE 5, 2024</b>
<b>MAIL OR DELIVER TO:</b>	<b>Jefferson County Purchasing Department 1149 Pearl Street, 1<sup>st</sup> Floor Beaumont, Texas 77701</b>

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

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

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

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



Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

**PUBLISH:**

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May 2, 2024 & May 9, 2024

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### **BID SUBMISSIONS:**

One (1) Original and One (1) Bid Copy; **with both 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**

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

**1. BIDDING.****1.1 BIDS.**

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

**1.2 AUTHORIZED SIGNATURES.**

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

**1.3 LATE BIDS.**

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

**1.4 WITHDRAWAL OF BID PRIOR TO OPENING.**

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

**1.5 WITHDRAWAL OF BID AFTER OPENING.**

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

**1.6 BID AMOUNTS.**

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

**1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.**

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

**1.8 ALTERNATES.**

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

**1.9 DESCRIPTIONS.**

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

**1.10 BID ALTERATIONS.**

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

**1.11 TAX EXEMPT STATUS.**

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

**1.12 QUANTITIES.**

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

**1.13 BID AWARD.**

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

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

**1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.**

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

**1.15 ADDENDA.**

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

**1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**

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

**1.17 GENERAL INSURANCE REQUIREMENTS.**

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

**1.18 RESPONSIVENESS.**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

**1.19 RESPONSIBLE STANDING OF BIDDER.**

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

**1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

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

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

**1.21 PUBLIC BID OPENING.**

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

**2. PERFORMANCE.****2.1 DESIGN, STRENGTH, AND QUALITY.**

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

**2.2 AGE AND MANUFACTURE.**

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

**2.3 DELIVERY LOCATION.**

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

**2.4 DELIVERY SCHEDULE.**

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

**2.5 DELIVERY CHARGES.**

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

**2.6 INSTALLATION CHARGES.**

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

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

**2.8 STORAGE.**

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

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

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

**2.10 OSHA.**

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

**2.11 PATENTS AND COPYRIGHTS.**

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

**2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

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

**2.13 ACCEPTABILITY.**

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

**2.14 MAINTENANCE.**

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

**2.15 MATERIAL SAFETY DATA SHEETS.**

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

**2.16 EVALUATION.**

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

### **3. PURCHASE ORDERS AND PAYMENT.**

#### **3.1 PURCHASE ORDERS.**

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

#### **3.2 INVOICES.**

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

#### **3.3 PROMPT PAYMENT.**

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

#### **3.4 FUNDING.**

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

### **4. CONTRACT.**

#### **4.1 CONTRACT DEFINITION.**

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

#### **4.2 CHANGE ORDER.**

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

#### **4.3 PRICE RE-DETERMINATION.**

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

#### **4.4 TERMINATION.**

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



Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

#### **4.5 CONFLICT OF INTEREST.**

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

#### **4.6 INTEREST BY PUBLIC OFFICIALS.**

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

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

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

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

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

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

#### **4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.**

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

#### **4.9 WARRANTY.**

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

#### **4.10 UNIFORM COMMERCIAL CODE.**

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

**4.11 VENUE.**

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

**4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

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

**4.13 SILENCE OF SPECIFICATIONS.**

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

**5. REJECTION OR WITHDRAWAL.**

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

**6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.**

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

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

**7. AWARD.**

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

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

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

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

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

**8. CONTRACT.**

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

**9. WAIVER OF SUBROGATION.**

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

**10. FISCAL FUNDING.**

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

**11. BID RESULTS.**

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

**12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

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

**13. SPECIFICATIONS.**

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

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

**14. DELIVERY.**

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

**15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.**

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

**16. CURRENCY.**

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

**17. PRICING.**

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

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

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

**19. CERTIFICATION.**

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

**20. DEFINITIONS.**

"County" – Jefferson County, Texas.

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

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

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

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

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

THRESHOLD	PROVISION	CITATION
<p>&gt;\$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 <a href="#">41 U.S.C. 1908</a>, 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>&gt;\$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 <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339</a>), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a>, “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</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

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 orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The [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.

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.

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]

	<p>under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
>\$2,000	<p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). 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 (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.</p> <p>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 (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>,</p> <p>“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>	2 CFR 200 APPENDIX II (D)
>\$100,000	<p>Contract Work Hours and Safety Standards Act (<a href="#">40 U.S.C. 3701-3708</a>). 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 <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a>, as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>). Under <a href="#">40 U.S.C. 3702</a> 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 <a href="#">40 U.S.C. 3704</a> 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.</p> <p>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 <a href="#">37 CFR § 401.2 (a)</a> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of <a href="#">37 CFR Part 401</a>, “Rights to Inventions Made by Nonprofit</p>	2 CFR 200 APPENDIX II (F)



	Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	
>\$150,000	Clean Air Act ( <a href="#">42 U.S.C. 7401-7671q.</a> ) and the Federal Water Pollution Control Act ( <a href="#">33 U.S.C. 1251-1387</a> ), 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 ( <a href="#">42 U.S.C. 7401-7671q</a> ) and the Federal Water Pollution Control Act as amended ( <a href="#">33 U.S.C. 1251-1387</a> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a> ) 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 <a href="#">2 CFR 180</a> 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 ( <a href="#">31 U.S.C. 1352</a> ) - 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 <a href="#">31 U.S.C. 1352</a> . 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 <a href="#">40 CFR part 247</a> 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

<p>&gt;\$100,000</p>	<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>	
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None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <ol style="list-style-type: none"> <li>(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).</li> <li>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</li> <li>(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.</li> </ol> </li> </ol> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, 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 <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>	2 CFR 200.216
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None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1) (2)
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p>	2 CFR 200.321

	<p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	2 CFR 200.334
None	<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</p>	Texas Government Code 2252.152

	<p>list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, <b>Respondent</b> 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>	
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p>	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

**BYRD ANTI-LOBBYING CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**REQUIRED FORM**

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

**DEBARMENT/SUSPENSION CERTIFICATION**

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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](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

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

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

**REQUIRED FORM**

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



## CIVIL RIGHTS COMPLIANCE PROVISIONS

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### 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:

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.

**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

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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.

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**Signature of Contractor's Authorized Official**

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**Name and Title of Contractor's Authorized Official**

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**Date**

**REQUIRED FORM**

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

**SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS**

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The following requirements and instructions supersede General Requirements where applicable.

**1. SUBMISSION OF BID.**

SITE VISITS PRIOR TO BID SUBMISSION: Prospective Bidders may view location(s) or area(s) to be serviced by making site visit arrangements with the appropriate Jefferson County Point of Contact (Person), as listed on the **BID FORM (PAGES 50-56)**. **It is highly encouraged that Bidders make these arrangements as soon as possible, to ensure availability of the appropriate County staff to conduct site visit.**

**BIDDER IS RESPONSIBLE FOR SUBMISSION OF:** One (1) Original and One (1) Bid Copy; **with both 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 bid submission being declared as non-responsive.

**BIDS MUST BE SUBMITTED IN COMPLETE ORIGINAL FORM BY MAIL OR COURIER TO:**

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701  
Attention: Deborah Clark, Purchasing Agent

**BID SUBMISSION DEADLINE: 11:00 AM CT, WEDNESDAY, JUNE 5, 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/couriers.

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 for Bid 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 Jefferson County Purchasing Department 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 1, 2024	Monday	New Year's
January 15, 2024	Monday	Martin Luther King, Jr. Day
March 29, 2024	Friday	Good Friday
May 27, 2024	Monday	Memorial Day
June 19, 2024	Wednesday	Juneteenth
July 4, 2024	Thursday	Independence Day
September 2, 2024	Monday	Labor Day
November 11, 2024	Monday	Veteran's Day
November 28-29, 2024	Thursday & Friday	Thanksgiving
December 25-26, 2024	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.

**3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us) If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is **5:00 PM CT MONDAY, MAY 20, 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/RFO/RFP submission to be considered as "responsive" to the specifications for the project.**

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

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

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

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

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

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

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

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

#### FORM 1295 Implementation Background:

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

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

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

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

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

#### **FORM 1295 EXEMPTIONS:**

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

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

**A completed Form 1295 is not required for:**

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

**SAMPLE COMPLETED FORM 1295**

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

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.  <b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE</b>	Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  <b>JEFFERSON COUNTY, TEXAS</b>	

**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)	
		Controlling	Intermediary
<b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>		X	
<b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>			X

**5** Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE**

**6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country).

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**



**SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)**

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**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, 7<sup>th</sup> 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:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$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

**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, Sub-Contractor, 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 written notation that "Jefferson County is an Additional Insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

**BIDDER INFORMATION FORM**

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

**Bid Number & Name:** IFB 24-013/JW, TERM CONTRACT FOR PEST CONTROL SERVICES FOR JEFFERSON COUNTY

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

**If Applicable:** HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

**REQUIRED FORM**

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

## SECTION 4: MINIMUM SPECIFICATIONS

---

**INTRODUCTION:** Jefferson County, Texas is currently seeking qualified Bidders for a Term Contract for Pest Control Services for an initial contract period of one (1) year, with an option to renew for four (4) additional years.

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.

The following requirements and specifications supersede General Requirements where applicable. Contact Mistey Reeves, Assistant Purchasing Agent at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us) regarding any questions or comments. Please reference bid number IFB 24-013/JW. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

### **4.1 CONTRACTOR REQUIREMENTS:**

The Structural Pest Control Act (Chapter 1951 of the Occupations Code) requires licensing of businesses and individuals that perform structural pest control for hire.

Structural pest control includes but is not limited to pests that may infest parks, buildings or structures and adjacent areas, industrial plants, streets, docks, railroad cars, trucks, ships or airplanes. Structural pest control includes the following activities for compensation:

- Identifying Infestations
- Making Inspection Reports
- Providing Recommendations
- Submitting Estimates or Bids
- Contracting
- Performing Services to Prevent, Control or Eliminate Infestations, or advertising such services.

### **CONTRACTOR SHALL:**

1. Have been engaged in the business of providing commercial structural Pest Control Services for a minimum of three (3) years within the last five (5) years.
2. Have a current business license from the Texas Structural Pest Control Board.
3. Be a Certified Commercial Applicator for pest control service in accordance with TAC 22, Pt. 25, 593.1
4. Provide documentation of applicable license (pest control), certification, and/or Commercial Certified Applicator, and Licensed Commercial Technician when requested by Jefferson County. Jefferson County reserves the right to request documentation at any time during contract/renewed contract term.
5. Shall be on-site to perform the INITIAL SERVICE VISIT for each identified County location to receive service within the first thirty (30) days of the contract execution date.

### **4.2 CONTRACT DEFINITIONS:**

**a. “SERVICE LOCATION”:** For purposes of this term contract, a “SERVICE LOCATION” *is defined as* a designated building or buildings or portion of a building owned or leased by the County at the address given. Each Service Location will require service in certain areas including, but not limited to, wall, floors, doors, ceilings, restroom facilities, attics, foundation, basements, tunnels, chases, contents and tracts or parcels of land upon which buildings are situated. Vendor is advised that certain locations include food and/or medical facilities and that all appropriate safety precautions must be taken. A few locations require periodic treatment to building grounds and/or trash/garbage areas. These are noted herein according to information supplied.

**b. “STANDARD PEST CONTROL SERVICE”:** For purposes of this term contract, “STANDARD PEST CONTROL SERVICE” *is defined as* regularly scheduled Pest Control visits to all County locations as specified for the purpose of pest control maintenance and treatment. Vendors monthly and quarterly cost is to include all labor, fuel, and

material costs. Vendor shall not charge a separate "Trip Charge," "Truck Charge," or "Service Call" under the Contract. No minimum charges per trip will be allowed.

c. **"ADDITIONAL SERVICE VISIT"**: For purposes of this term contract, "ADDITIONAL SERVICE VISIT" is defined as an additional visit that has been requested by Point of Contact of a County location **that is not being serviced monthly, TO BE INVOICED AT A PER VISIT RATE.**

d. **"LARGE JOB SERVICE VISIT"**: For purposes of this term contract, "LARGE JOB SERVICE VISIT" is defined as a service visit that has been requested for a "large job" that requires more service time and possibly skill to perform than a Standard Pest Control Service Treatment.

## SECTION 5: SCOPE OF WORK: STANDARD PEST CONTROL SERVICE VISITS

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**STANDARD PEST CONTROL SERVICE visits shall include the following services and adhere to the following:**

During each scheduled service, the building's accessible perimeter and exterior entry points (doors and windows included) shall be treated; and all public areas such as restrooms, public corridors, kitchens, kitchenettes; and/or any area where pestilence breeding is enhanced shall be treated as follows:

- a. Indoor populations of rats, mice, bats, cockroaches, all varieties of ants, flies, spiders, millipedes, earwigs, moths, beetles, any other arthropod pests, and other similar insect or pests that may be encountered.
- b. Populations of the above pests that are located outside the building but within the property boundaries of the buildings.

### **5.1 INSECT CONTROL:**

Emphasis on Non-Pesticide Methods: The Contractor shall use non-pesticide methods of control wherever possible.

*For example:*

- Portable vacuums rather than pesticide sprays shall be used for initial cleanouts of cockroach infestations, for swarming (winged) ants, and for control of spiders in webs wherever possible.
- Trapping devices rather than pesticide sprays shall be used for indoor fly control wherever possible.

**Application of Insecticides to Cracks and Crevices:** As a general rule, the Contractor shall apply all insecticides as "crack and crevice" treatments only (application with a tool or nozzle specifically designed for crack and crevice injection), defined as "treatments in which the formulated insecticide is not able to be contacted or is not visible to a bystander during or after the application process."

**Application of Insecticides to Exposed Surfaces or as Space Sprays:** Application of insecticides to exposed surfaces or as space sprays (including fogs, mists, and ultra-low volume applications) shall be restricted to unique situations where no alternative measures are practical. The Contractor shall obtain the approval of the Point of Contact prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made during regular County hours of operation or when any personnel or general public are present. The Contractor shall take all necessary precautions to ensure safe application; and all necessary steps to ensure the containment of the pesticide at the site application.

**Insecticide Bait Formulations:** Bait formulations shall be used for cockroach and ant control wherever appropriate.

**Monitoring:** Glue Traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

**Contractor will not be required to supply extra glue traps beyond those necessary for insect control efforts at time of each service visit.**

**Contractor *may opt* to supply glue traps at a cost to the County by providing "SHELF PRICING."  
(SEE BID FORM, PAGE 57).**

### **5.2 TREATMENT OF ANTS**

The treatment of ants shall be included as part of each Standard Pest Control Service Visit for all service locations. Contractor shall inspect surrounding lawns and landscaping every regularly scheduled service visit and treat any new activity as needed.

Eradication of fire ant beds, sugar ants, and crazy ants whether located indoors or outdoors, that are causing problems inside a structure are to be included in this contract.



If ants are coming from a mound that is located outdoors, but within 50 feet of the building, vendor will be required to not only control the ants indoors, but also to eradicate the mound. Mounds located outdoors that are not directly affecting the interior of the building shall be reported to Point of Contact.

## **5.2 RODENT CONTROL:**

**Rats/Rodents:** Treat areas upon inspection based upon sightings, droppings, urine stains, and gnaw marks.

**Indoor Trapping:** As a general rule, Rodent Control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be concealed and out of the general view and in protected areas so as to not be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule set up by the Contractor and approved by the Point of Contact. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

**Use of Rodenticides:** In exceptional circumstances, when Rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the Point of Contact prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

### **All Bait shall be provided by Contractor. (and included as part of Standard Pest Control Service Visit.**

Bait Boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. Contractor will also be expected to service any existing bait stations.

The Contract shall adhere to the following five points:

1. All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
2. The lids of all bait boxes shall be securely locked or fastened shut.
3. All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.
4. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
5. All bait boxes shall be labeled on the inside with the Contractor's business name and address, and dated by the Contractor's employee at the time of installation and each servicing.

Maps showing the physical location of all devices placed in or around the buildings or on grounds must be submitted to each Point of Contact. These devices may include, but not limited to, monitoring boards, rodent bait stations or various traps.

## **5.3 OPERATING REQUIREMENTS/ADDITIONAL SERVICES:**

**INSPECTIONS:** Pest Control Services shall be inspected at the discretion of the County to determine if Contractor is safely and effectively carrying out Pest Control Services, and is compliant with Term Contract.

**STRUCTURAL MODIFICATIONS:** The County will facilitate any modification(s) to any structure included as a service location within these specifications and/or included in Term Contract Document.

**SQUARE FOOTAGE:** Square footage (as noted on the **BID FORM** included in these specifications (**PAGES 50-56**) is **estimated only**. Bidder is responsible for verification of all areas described within these specifications.

**TREATMENT SCHEDULE:** Contractor must provide each Jefferson County Department/Service Location's Point of Contact (staff person delegated) a Pest Control Treatment Schedule that will be followed on a regular basis.

**TREATMENT SCHEDULE REVISIONS:** Any proposed treatment schedule revisions must be approved by the County's Point of Contact.

**UPON ARRIVAL TO PROVIDE TREATMENT:** Contractor's Service Representative will report to each department's Point of Contact *prior* to performing any work.

**NOTICE OF TREATMENT POSTING:** Contractor shall provide and post in each facility a "Notice of Pest Control Treatment" as required by TSPCA. Each posting shall be displayed in a prominent location, in fulfillment of obligations under Texas laws and regulations. In the event of emergency applications, the County will display the pest control sign in prominent location at the time of treatment.

**CALL BACKS: SHALL BE CONSTRUED AS SERVICE REQUESTS BY SERVICE LOCATIONS **ON MONTHLY** STANDARD PEST CONTROL SERVICE PLANS.** All callbacks shall be provided **AT NO CHARGE** to Jefferson County, as necessary to achieve and maintain satisfactory results. If Jefferson County inspects a facility and finds additional is needed, a recall for service to the facility will be completed by the Contractor **WITHIN (2) WORKING DAYS**.

SERVICE REQUESTS BY SERVICE LOCATIONS **ON QUARTERLY** STANDARD PEST CONTROL SERVICE PLANS SHALL BE **INVOICED AS AN ADDITIONAL SERVICE VISIT**.

**FREQUENCY OF STANDARD PEST CONTROL SERVICE VISITS:**

Each County Service Location will choose one of the following service frequency options:

**1.) SERVICE VISIT: ONCE A MONTH.**

(12 VISITS PER YEAR)

**2.) SERVICE VISIT: ONCE EVERY 3 MONTHS.**

(4 VISITS PER YEAR, WITH VISITS IN: JANUARY, APRIL, JULY, OCTOBER)

**3.) SERVICE VISIT: ADDITIONAL (Per Request of Point of Contact)**

"ADDITIONAL" SERVICE VISIT MAY BE SCHEDULED FOR JEFFERSON COUNTY LOCATIONS THAT ARE NOT BEING SERVICED MONTHLY, **AT A PER VISIT RATE**.

**4. SERVICE VISIT: LARGE JOB. (Per Request of Point of Contact)**

"LARGE JOB" SERVICE VISIT MAY BE SCHEDULED BY ANY JEFFERSON COUNTY LOCATION AS NEEDED, AT RATE(S) PROVIDED IN BID SUBMISSION.

**DOCUMENTATION OF WORK PERFORMED:** Must be signed by a Jefferson County employee or representative *at the time service is performed*.

**COMPLAINTS:** Should at any time the County become dissatisfied with Pest Control Service (Contractor), the successful Contractor shall be notified in writing by the County Purchasing Department regarding problems that occurred. The notice will detail the problems and site(s), which is/are experiencing the problems. The Contractor will be required to contact the County Purchasing Department to discuss possible solutions. The Contractor will then be given a date by which written response with proposed solutions must be submitted.

**NOTIFICATION OF INFESTATION:** The County's Point of Contact will notify the Contractor's Service Representative of any infestation problems. **If Contractor is unable to complete a treatment as scheduled, a twenty-four (24) hour notice must be given to the Jefferson County Point of Contact.**

## SECTION 6: SCOPE OF WORK: MISCELLANEOUS “AS-NEEDED” PEST CONTROL SERVICES

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**NORMAL BUSINESS HOURS WILL APPLY FOR ALL MISCELLANEOUS “AS-NEEDED” PEST CONTROL SERVICES.**

**MISCELLANEOUS “AS NEEDED” PEST CONTROL SERVICES shall include the following services:**

### **6.1 BIRD CONTROL:**

- Hot Foot Treatment or equal method (below 20 feet).  
Note: Bidder shall indicate method of Bird Control being utilized on Bid Form.
- Control – Hot Foot Treatment or equal method (above 20 feet).  
Note: Bidder shall indicate the method of Bird Control being utilized on Bid Form.

### **6.2 SNAKE CONTROL:**

- Snake Inspection and Prevention
- Snake Removal to include trapping device(s)

### **6.3 BEE, WASP, YELLOW JACKET, and HORNET CONTROL:**

- Eradication of Bee, Wasp, Yellow Jacket, and Hornet Swarming
- Removal of Bee, Wasp, Yellow Jacket and Hornet Hive (below 10 feet)
- Removal of Bee, Wasp, Yellow Jacket, and Hornet Hive (above 10 feet)

**BEE REMOVAL:** Honeybees benefit our environment, and while the County does appreciate their many benefits, when they infest structures, we are presented with a potentially dangerous situation. Because bees are so beneficial, it is important that removal is performed responsibly. Contractor shall remove a hive entirely, in order to prevent future infestation. If County location does not have a Beekeeper available to transport the hive, the Contractor will be responsible for making transportation arrangements.

Contractor shall provide the specified service requirements in accordance with all federal, state, and local applicable laws, standards, and regulations necessary to perform the services. As an employer, the vendor must comply with all federal, state, and local applicable laws, standards, and regulations with regard to their employees.

### **BEE KEEPER QUALIFICATIONS:**

1. Beekeepers will not be allowed to use any chemicals during the removal process.
2. Beekeepers must be registered with the Texas Apiary Inspection Service, and possess a current permit authorizing the transportation of bees between counties in accordance with Sec. 131.043(b), Tex. Ag. Code.
3. Beekeepers registered with the Texas Apiary Inspection Service are excluded from complying with the Texas Structural Pest Control Act pursuant to Texas Occupations Code, Chapter 1951, Structural Pest Control, Section 1951.056. (See: <http://www.statute.legis.state.tx.us/Docs/OC/htm/OC.1951.htm>).

See also Attachment E, Existing Bee Laws – Chapter 131 of the Texas Agriculture Code.

### **6.5 CARPENTER ANTS AND OTHER WOOD DESTROYING INSECT TREATMENT (WITH EXCEPTION OF TERMITES):**

Treatment shall be performed with the use of properly registered chemicals, pesticides (meeting all requirements included within this bid specification document), and/or the use of approved devices to provide adequate levels of protection and control at Jefferson County premises.

Service Cost shall include all labor, personnel, material, supplies, chemicals, etc., required to perform treatment service. Upon the completion of treatment service, Contractor shall warrant all structures against infestation for a period of one (1) year from the date of treatment. The Contractor shall reapply chemical treatment at no cost to the County when a live infestation is detected.

**SECTION 7: LARGE JOBS.**

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Should the County need services that **require more time or skill** *than a Standard Pest Control Service Visit*, a **“LARGE JOB” Service Request** will be made by the County’s Point-of-Contact. Contractor will assign a Day Technician to perform the services requested/complete the project. Cost of service shall be invoiced in accordance with Contractor’s Bid Submission (BID FORM).

**SECTION 8: USE OF PESTICIDES, INSECTICIDES, CHEMICALS, AND POISONS**

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**USE OF PESTICIDES, INSECTICIDES, CHEMICALS, AND POISONS:**

The Contractor shall adhere to the following rules (as well as any applicable regulations **as prescribed by the Texas Department of Agriculture**) regarding the use of pesticides, chemicals, and poisons.

The Contractor shall be responsible for application of pesticides, chemicals, and poisons according to the manufacturer's label. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and Local Laws and Regulations.

All pesticides, chemicals, and poisons used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA), state and/or local jurisdiction. Only Environmental Protection Agency (EPA) approved non-flammable, non-injurious products may be used for work under this contract transport, handling, and use of all of all pesticides, chemicals, and poisons shall be in strict accordance with manufacturer's label instructions and all applicable Federal, State, and Local Laws and Regulations.

**Receptacles:** Shall not be placed in an area readily accessible to the public.

**Approved Products:** Contractor shall not apply any pesticide product that has not been included by association of the Texas Structural Control Boards' green, yellow, and red lists or approved in writing by the County Purchasing Department.

**Pesticide Storage:** Receptacles shall not be placed in an area readily accessible to the public. Further, the Contractor shall not store any pesticide product on County premises.

Chemicals and/or baits to be used shall be specifically designed for use in rodent and pest control work. The chemicals must be acceptable to the appropriate controlling Federal, State and Local agencies, or, if chemicals are proprietary preparations, they shall be registered under Federal Insecticide, Fungicide and Rodenticide Act for their proper use. **The Contractor shall provide to the Point Contact Person:** Current labels and Material Safety Data Sheets (MSDS Sheets) of all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service. Any change in equipment or pesticide use must be provided at least (5) five working days in advance to the Point Contact Person.

The chemicals and/or poisons shall be applied at the dosage rate and by the methods prescribed by the appropriate controlling agencies, laws, regulations, codes and ordinances, or in accordance with the directions for use acceptable for registration of the products under the Federal Act. No pesticide shall be used in any manner inconsistent with its labeling. All pesticides used in the pest control program shall be properly labeled for the control of the target pests against which they are being used and label instructions shall be strictly adhered to.

**Extreme caution must be taken by the Contractor to protect human life from toxicity, poison or harm from the traps, poisons, bait stations, and chemicals used in extermination and Pest Control Services.**

The Contractor shall take all precautionary measures to safeguard the health and well-being of the building occupants and to protect their foods, furnishings and surroundings from harmful or distasteful odors, stains, spoilage or damage of any description. The Contractor shall be responsible for the safe use and application of the pesticides used in the pest control program. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Health and Safety Administration (OSHA) standards for the products being used.

The Contractor shall observe all safety precautions throughout the performance of this contract and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

**Minimizing Risk:** When pesticide use is necessary, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.

**SECTION 9: BID SUBMISSION REQUIREMENT: STATEMENT OF THE METHODS.**

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► **BIDDER shall include a STATEMENT OF METHODS TO BE USED with Bid Submission.**

*The Statement shall consist of the following parts:*

**a. Proposed Materials and Equipment for Service:**

Contractor shall provide current labels and Material Safety Data Sheets (MSDS Sheets) of all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service. Any change in equipment or pesticide use must be provided at least (5) five working days in advance to: Each Service Location's Point of Contact.

**b. Proposed Methods for Monitoring and Surveillance:**

The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.

## SECTION 10: CATALOG PRICING FOR PEST CONTROL SUPPLIES

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### PER THE SCOPE OF WORK FOR STANDARD PEST CONTROL SERVICE VISITS:

Contractor **will not be required** to provide pest control supplies **beyond those necessary** for insect control efforts at time of each service visit. **Providing “a stock” of “extras” of pest control supplies is not required or an expectation of the awarded Contractor.**

Contractor *may instead choose* to offer **SHELF PRICING** for standard pest control supplies that may be utilized for the myriad of structure types within the County.

IT IS NOT REQUIRED FOR BIDDER TO BID/PROVIDE SHELF PRICING TO BE AWARDED THE CONTRACT FOR PEST CONTROL SERVICES CONTRACT. *IT IS SIMPLY AN OPTION OFFERED TO ALL BIDDERS.*

### **SPECIFIC PEST CONTROL PRODUCTS ITEMS OF INTEREST INCLUDE, BUT ARE NOT LIMITED TO:**

- Pest Control Glue Traps (BOX QUANTITY) to include but not limited to: Mouse & Rat, Snake, Spiders, Moth, Aphid, Silverfish.
- Pest Control Container-Type Traps (BOX QUANTITY) for Fruit Fly, Drain Fly, Black Fly, etc.
- Bait Stations.

NO GUARANTEE ANNUAL VOLUME: The County makes no assurance to purchase any given number of products.

### **IF BIDDER IS PROVIDING A BID ON “SHELF PRICING” FOR PEST CONTROL PRODUCTS, THEN THE FOLLOWING MUST BE PROVIDED WITH BID SUBMISSION:**

**CONTRACTOR MUST PROVIDE: APPLICATION INSTRUCTIONS OR MSDS SHEETS FOR ALL PEST CONTROL PRODUCTS THAT ARE ORDERED BY COUNTY.**

The successful vendor must agree to mark shipments and invoices with a purchase order number. Shipment must be delivered prepaid to the Jefferson County location indicated on the purchase order, unless otherwise specified. Packing lists are to accompany the shipment in a container/carton properly marked as PACKING LIST for distribution to the county with the material.

The successful bidder shall agree that all items shipped in error, such as incorrect colors, etc., will be returned by freight collect and the items will be replaced at no extra cost. Notification of concealed shortages reported by the county are to be accepted by the vendor and items reshipped at no cost to the County. No charge packing list marked with the applicable purchase order number shall be enclosed with each “no charge” shipment.

### **DELIVERY:**

The County desires to purchase Pest Control Products that are in stock, and can be delivered within 48 hours. All delivery and freight charges (F.O.B. Jefferson County various locations as listed on the Bid Form) are to be included in bid price. Bidder bears freight charges.

### **Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:**

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain;

**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

**TERM CONTRACT FOR PEST CONTROL SERVICES FOR JEFFERSON COUNTY**

To Jefferson County:

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

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

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

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

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

<hr/> <p>Company Name</p>	<p style="text-align: center;"><b>For clarification of this offer, contact:</b></p> <hr/>
<hr/> <p>Address</p>	<hr/> <p>Name &amp; Title</p>
<hr/> <p>City                      State                      Zip</p>	<hr/> <p>Phone                                      Fax</p>
<hr/> <p>Signature of Person Authorized to Sign</p>	<hr/> <p>E-mail</p>
<hr/> <p>Printed Name</p>	
<hr/> <p>Title</p>	

**REQUIRED FORM**

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



**ACCEPTANCE OF OFFER**

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**The Offer is hereby accepted for the following items: PEST CONTROL SERVICES 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. 24-013/JW, Term Contract for Pest Control Services 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:**

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**Jeff R. Branick, County Judge  
JEFFERSON COUNTY, TEXAS**

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**Date**

**ATTEST:**

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**Roxanne Acosta Hellberg, County Clerk  
JEFFERSON COUNTY, TEXAS**

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**Date**

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

**BID FORM – PAGE 1 OF 10**

**I. STANDARD SERVICE (PEST CONTROL SERVICE VISITS)**

**SERVICE FREQUENCY:** EACH COUNTY LOCATION WILL CHOOSE ONE OF THE SERVICE FREQUENCY OPTIONS BELOW.

**BID PRICES MUST INCLUDE:** ALL LABOR, MATERIALS, AND ALL INCIDENTALS REQUIRED TO SERVICE SCOPE OF WORK.

**A. BEAUMONT SERVICE LOCATIONS**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
				(1) ONE VISIT PER MONTH	PER VISIT		ANNUAL TOTAL
1. COURTHOUSE (HISTORIC) 1149 PEARL ST. BEAUMONT, TX 77701	242,899 Brick	Greg Keller 409.835.8511	8AM-5PM			X 12	
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$_____.		\$_____.	
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR <u>QUARTERLY</u> STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD SERVICE VISIT.							
2. COURTHOUSE (NEWER) 1001 PEARL ST. BEAUMONT, TX 77701	220,000 Brick	Greg Keller 409.835.8511	8AM-5PM			X 12	
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$_____.		\$_____.	
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD SERVICE VISIT.							
3. JEFFERSON COUNTY SHERIFF'S OFFICE 1085 PEARL ST. BEAUMONT, TX 77701	102,745 Brick	Greg Keller 409.835.8511	8AM-5PM			X 12	
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$_____.		\$_____.	
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD SERVICE VISIT.							
4. ANNEX I BUILDING 1125 PEARL ST. BEAUMONT, TX 77701	33,553 Brick	Greg Keller 409.835.8511	8AM-5PM			X 12	
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$_____.		\$_____.	
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD SERVICE VISIT.							

**BID FORM (CONTINUED) PAGE 2 OF 10**
**A. BEAUMONT SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICES			
5. ANNEX II BUILDING 1295 PEARL ST. BEAUMONT, TX 77701	25,032 Brick	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT \$_____.	X 12	ANNUAL TOTAL \$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$_____.	X 4	ANNUAL TOTAL \$_____.
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR <u>QUARTERLY</u> STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD SERVICE VISIT.							
6. ADULT PROBATION BUILDING 820 NECHES BEAUMONT, TX 77701	20,832	Greg Keller 409.835.8511	8AM-5PM	(1) ONE VISIT PER MONTH	PER VISIT \$_____.	X 12	ANNUAL TOTAL \$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$_____.	X 4	ANNUAL TOTAL \$_____.
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR <u>QUARTERLY</u> STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD SERVICE VISIT.							
7. PUBLIC HEALTH 1295 PEARL STREET BEAUMONT, TX 77701	3,700 Brick	Greg Keller 409.835.8511	5PM-12AM (midnight)	(1) ONE VISIT PER MONTH	PER VISIT \$_____.	X 12	ANNUAL TOTAL \$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$_____.	X 4	ANNUAL TOTAL \$_____.
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR <u>QUARTERLY</u> STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD SERVICE VISIT.							
8. PRECINCT # 1 SERVICE CENTER 20205 HWY. 90 CHINA, TX 77613	7,340	Jody Jannise 409.434.5430	7AM-4PM Monday–Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$_____.	X 12	ANNUAL TOTAL \$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$_____.	X 4	ANNUAL TOTAL \$_____.
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP FOR <u>QUARTERLY</u> STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD SERVICE VISIT.							

**BID FORM (CONTINUED) PAGE 3 OF 10**
**A. BEAUMONT SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
9. <b>PRECINCT # 4 SERVICE CENTER</b> 7790 BOYT ROAD BEAUMONT, TX 77713	20,649 Brick/Block	Kenneth Minkins 409.794.2444	7AM-4PM Monday- Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$_____.	X 12	ANNUAL TOTAL \$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$_____.	X 4	ANNUAL TOTAL \$_____.
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT.							
10. <b>PRECINCT # 4 STOCKYARD BUILDING</b> 2202 HERBERT ROAD BEAUMONT, TX 77705	627 Wood	Kenneth Minkins 409.794.2444	7AM-4PM Monday- Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$_____.	X 12	ANNUAL TOTAL \$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$_____.	X 4	ANNUAL TOTAL \$_____.
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT.							
11. <b>PRECINCT # 4 STOCKYARD</b> 2202 HERBERT ROAD BEAUMONT, TX 77705	2,694 Wood	Kenneth Minkins 409.794.2444	7AM-4PM Monday- Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$_____.	X 12	ANNUAL TOTAL \$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$_____.	X 4	ANNUAL TOTAL \$_____.
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT.							
12. <b>BEN ROGERS VISITORS CENTER</b> 5055 INTERSTATE 10 S BEAUMONT, TX 77705	UNKNOWN	Kathi Hughes 409.842.0500	7AM-4PM Monday- Thursday	(1) ONE VISIT PER MONTH	PER VISIT \$_____.	X 12	ANNUAL TOTAL \$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT \$_____.	X 4	ANNUAL TOTAL \$_____.
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT.							

**BID FORM (CONTINUED) PAGE 4 OF 10**
**A. BEAUMONT SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ.FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	12X	ANNUAL TOTAL
13. MOSQUITO CONTROL 9805 FIRST STREET BEAUMONT, TX 77705	UNKNOWN	Denise Marcel 409.719.5940	8AM-4PM Monday- Thursday	(1) ONE VISIT PER MONTH	PER VISIT	12X	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$_____.		\$_____.	
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							

**B. HIGHWAY 69 (SOUTH) SERVICE LOCATION**

ITEM LOCATION	AREA (SQ.FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
14. MINNIE ROGERS JUVENILE JUSTICE CENTER 5326 HWY 69 S. BEAUMONT, TX 77705	50,355 Metal/Block	Chief Ed Cockrell 409.722.7474	After 2PM	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$_____.		\$_____.	
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							

**C. JACK BROOKS REGIONAL AIRPORT (JBRA) & MID-JEFFERSON COUNTY SERVICE LOCATIONS**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
15. JACK BROOKS REGIONAL AIRPORT: JERRY WARE TERMINAL 5000 JERRY WARE DR. BEAUMONT, TX 77705	20,000 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday- Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$_____.		\$_____.	
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							
16. JACK BROOKS REGIONAL AIRPORT: MAIN TERMINAL BUILDING 6000 AIRLINE DR. BEAUMONT, TX 77705	41,988 Brick	Alex Rupp, Airport Director 409.719.4961	7AM- 4PM, Monday - Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$_____.		\$_____.	
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							

**BID FORM (CONTINUED) PAGE 5 OF 10**
**C. JACK BROOKS REGIONAL AIRPORT & MID-JEFFERSON COUNTY SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
17. JACK BROOKS REGIONAL AIRPORT: TERMINAL II ANNEX 5000 JERRY WARE DR. BEAUMONT, TX. 77705	3,000 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$_____.		\$_____.				
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							
18. JACK BROOKS REGIONAL AIRPORT: NEW FIRE HOUSE 5000 JERRY WARE DR SUITE 500 BEAUMONT, TX 77705	5,794 Brick	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$_____.		\$_____.				
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							
19. JACK BROOKS REGIONAL AIRPORT HANGAR # 7 OFFICE 4605 AIRPPORT 3 <sup>rd</sup> ST. BEAUMONT, TX 77705	4,500 Metal	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$_____.		\$_____.				
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							
20. JACK BROOKS REGIONAL AIRPORT MAINTENANCE SHOP 4875 PARKER DR. (REAR) BEAUMONT, TX 77705	1,800 Metal	Alex Rupp, Airport Director 409.719.4961	7AM-4PM Monday-Friday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$_____.		\$_____.				
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							
21. JEFFERSON COUNTY SHERIFF'S OFFICE: NARCOTICS DIVISION 4640 HANGAR DRIVE BEAUMONT, TX 77705	4,500 Metal	Captain Jerry Lowe 409.726.2950	8PM - 5PM	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$_____.		\$_____.				
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							

**BID FORM (CONTINUED) PAGE 6 OF 10**
**C. JACK BROOKS REGIONAL AIRPORT & MID-JEFFERSON COUNTY SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
22. MID-COUNTY TAX OFFICE 4605 JERRY WARE DR. BEAUMONT, TX 77705	2,746 Metal/Brick	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$_____.		\$_____.				
			CALL BACK VISITS:	NOT INCLUDED.			NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							
23. MID-COUNTY OFFICE BUILDING 7933 VITERBO RD. BEAUMONT, TX 77705	15,000 Metal/Brick	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$_____.		\$_____.				
			CALL BACK VISITS:	NOT INCLUDED.			NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							
24. JUSTICE OF THE PEACE & CONSTABLE BLDG. PCT. # 4 19217 HWY 365 BEAUMONT, TX 77705	3,800 Brick	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$_____.		\$_____.				
			CALL BACK VISITS:	NOT INCLUDED.			NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							
25. PRECINCT # 2 SERVICE CENTER 7759 VITERBO RD. BEAUMONT, TX 77705	14,400 Metal	Mike Trahan 409.727.2173	6:15 AM-5:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$_____.		\$_____.				
			CALL BACK VISITS:	NOT INCLUDED.			NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							
26. JEFFERSON COUNTY SERVICE CENTER 7789 VITERBO RD. BEAUMONT, TX 77705	UNKNOWN	Joe Zurita 409.757.5937	7:00 AM-4:00 PM Monday-Thursday	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$_____.		\$_____.				
			CALL BACK VISITS:	NOT INCLUDED.			NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							



**BID FORM (CONTINUED) PAGE 7 OF 10**
**C. JACK BROOKS REGIONAL AIRPORT & MID-JEFFERSON COUNTY SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMPOSITION	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
27. JEFFERSON COUNTY SHERIFF'S OFFICE: CORRECTIONAL FACILITY 5030 HWY 69 S. BEAUMONT, TX 77705	UNKNOWN.	Captain Kenneth Harrell 409.719.2592	8AM – 5PM BY APPT.				
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							

**D. SOUTH JEFFERSON COUNTY SERVICE LOCATIONS**

ITEM LOCATION	AREA (SQ. FT.) AND COMPOSITION	CONTACT PERSON	SERVICE TIMES	BID PRICE			
				(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
28. SUB COURTHOUSE 525 LAKESHORE DR. PORT ARTHUR, TX 77640	19,700 Limestone	Kenneth Shepard 409.983.8307	5PM-12A0M midnight BY APPT.				
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							
29. SUB COURTHOUSE MAINTENANCE 709 LAKESHORE DR. PORT ARTHUR, TX 77640	2,000 Brick	Kenneth Shepard 409.983.8307	5PM-12AM midnight BY APPT.				
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							
30. HEALTH & WELFARE 246 DALLAS AVENUE PORT ARTHUR, TX 77640	14,340 Brick	Kenneth Shepard 409.983.8307	5PM-12AM midnight BY APPT.				
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							

**BID FORM (CONTINUED) PAGE 8 OF 10**
**D. SOUTH JEFFERSON COUNTY SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMPOSITION	CONTACT PERSON	SERVICE TIMES	BID PRICE			
31. JUVENILE PROBATION 900 4 <sup>th</sup> STREET PORT ARTHUR, TX 77640	3,740 Brick	Kenneth Shepard 409.983.8307	5PM- 12AM midnight BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$_____.		\$_____.				
			CALL BACK VISITS:	NOT INCLUDED.			NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							
32. PRECINCT # 3 SERVICE CENTER 5700 JADE AVENUE PORT ARTHUR, TX 77640	7,140 Metal	Jason Castille 409.736.2851	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$_____.		\$_____.				
			CALL BACK VISITS:	NOT INCLUDED.			NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							
33. PRECINCT # 3 STOCKYARD 24420 HWY. 124 HAMSHIRE, TX 77622	5,396 Metal	Jason Castille 409.736.2851	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$_____.		\$_____.				
			CALL BACK VISITS:	NOT INCLUDED.			NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							
34. PRECINCT # 3 SERVICE CENTER STORAGE SHED 5700 JADE AVENUE PORT ARTHUR, TX 77640	7,500 Metal	Jason Castille 409.736.2851	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$_____.		\$_____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
	\$_____.		\$_____.				
			CALL BACK VISITS:	NOT INCLUDED.			NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$_____ PER STANDARD VISIT							

**BID FORM (CONTINUED) PAGE 9 OF 10**

**E. SOUTH JEFFERSON COUNTY SERVICE LOCATIONS (CONTINUED)**

ITEM LOCATION	AREA (SQ. FT.) AND COMP.	CONTACT PERSON	SERVICE TIMES	BID PRICE			
35. JEFFERSON COUNTY SHERIFF'S OFFICE: MARINE SAFETY PATROL 5700 JADE AVENUE PORT ARTHUR, TX 77640	7,500 Metal	Captain Jerry Lowe 409.726.2950	8AM-5PM BY APPT.	(1) ONE VISIT PER MONTH	PER VISIT	X 12	ANNUAL TOTAL
					\$ _____.		\$ _____.
				CALL BACK VISITS:	INCLUDED.		INCLUDED.
				(1) ONE VISIT EVERY (4) MONTHS	PER VISIT	X 4	ANNUAL TOTAL
				\$ _____.		\$ _____.	
				CALL BACK VISITS:	NOT INCLUDED.		NOT INCLUDED.
SHOULD THIS LOCATION BE SETUP TO RECEIVE QUARTERLY STANDARD SERVICE, ADDITIONAL VISIT WILL BE: \$ _____ PER STANDARD VISIT							

**F. MISCELLANEOUS "AS NEEDED" PEST CONTROL SERVICES**

DESCRIPTION OF SERVICE	SERVICE COST
36. BIRD CONTROL: Hot Foot Treatment or Equal Method (BELOW 20 FEET) – indicate method of bird control being utilized here: _____	\$ _____.
37. BIRD CONTROL: Hot Foot Treatment or Equal Method (ABOVE 20 FEET) – indicate method of bird control being utilized here: _____	\$ _____.
38. SNAKE CONTROL: Snake Inspection and Prevention.	\$ _____.
39. SNAKE CONTROL: Snake Removal to Including Trapping Device.	\$ _____.
40. BEE, WASP, YELLOW JACKET, AND HORNETS: Eradication of Bee, Wasp, Yellow Jacket, and Hornet Swarming (PER JOB)	\$ _____.
41. BEE, WASP, YELLOW JACKET, AND HORNETS: Removal of Bee, Wasp, Yellow Jacket, and Hornet Hive (BELOW 10 FEET) – PER JOB.	\$ _____.
42. BEE, WASP, YELLOW JACKET, AND HORNETS: Removal of Bee, Wasp, Yellow Jacket, and Hornet Hive (ABOVE 10 FEET) – PER JOB.	\$ _____.
43. CARPENTER ANTS AND OTHER WOOD DESTROYING INSECT TREATMENT (WITH EXCEPTION OF TERMITES): Treatment is defined as the use of property registered chemicals, pesticides, and/or the use of approved devices to provide adequate levels of protection and control at County premises. Service Cost shall include: All Labor, Personnel, Material, Supplies, Chemicals, etc. that are required to perform treatment service. <b>Upon the completion of treatment service, Contractor shall warrant all structures against infestation for a period of (1) one year from the date of treatment.</b> Following treatment, The Contractor shall reapply chemical treatment(s) <u>at no cost</u> to County if a live infestation is detected within a year of treatment service.	\$ _____.

**G. PEST CONTROL SERVICES: LARGE JOBS**

44. DAY TECHNICIAN, AS REQUIRED: Dedicated to the County for Services considered "LARGE JOBS" and required more time or skill than a Standard Pest Control Service Visit.		
A. HOURLY RATE \$ _____ PER HOUR	B. DAILY RATE \$ _____ PER HOUR (8 HOURS PER DAY)	C. WEEKLY RATE \$ _____ PER WEEK (5 DAYS, 40 HOURS)

**H. CATALOG PRICING FOR PEST CONTROL SUPPLIES**

**SPECIFIC PEST CONTROL PRODUCTS OF INTEREST INCLUDE, BUT ARE NOT LIMITED TO:**

- **Pest Control Glue Traps** to include but not limited to glue traps for: Mice & Rats, Snakes, Spiders, Moths, Aphids, Silverfish.
- **Pest Control Container-Type Traps** to include but not limited to control of: Fruit Flies, Drain Flies, Black Flies.
- **Bait Boxes** to include but not limited to bait boxes for: Rats, Rodents.

<b>SHELF PRICE DISCOUNT FOR PEST CONTROL SUPPLIES</b>	
<p><b>SHELF PRICE DISCOUNTS:</b> Flat rate of discount you will allow from your shelf price with the below noted exceptions:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>_____ %</p>

**INVOICING:** CONTRACTOR SHALL SUBMIT INVOICE TO APPROPRIATE JEFFERSON COUNTY OFFICE/DEPARTMENT *FOR EACH* STANDARD SERVICE VISIT, MISCELLANEOUS SERVICE PERFORMED, OR EACH SUPPLY ORDER. PAYMENT WILL BE MADE UNDER TERMS OF NET THIRTY (30) DAYS UNLESS OTHERWISE AGREED UPON BY CONTRACTOR AND JEFFERSON COUNTY PURCHASING DEPARTMENT.

The line-item price(s) for both the Base Contract and Option Years, if applicable, must include all costs that the offeror intends to recover, such as, but not limited to supervision, labor, equipment, materials, freight, pick-up, financing, carrying charges, and all other such charges to accommodate the supplies/services and delivery requirements. No price adjustments will be made, unless specifically provided for by an additional provision included in this contract.

<b>BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):</b>	
Addendum 1 _____	Date Received _____
Addendum 2 _____	Date Received _____
Addendum 3 _____	Date Received _____
<p><b>BIDDER: INCLUDE FULL, SIGNED, &amp; ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.</b></p>	

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

## VENDOR REFERENCES FORM

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

### REQUIRED FORM

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

#### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work:

#### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work:

#### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

**SIGNATURE PAGE**

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

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

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

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

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

\_\_\_\_\_  
Bidder (Entity Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street & Mailing Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

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

## CERTIFICATION REGARDING LOBBYING

---

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official** *(Please Print)*

\_\_\_\_\_  
**Date**

### **REQUIRED FORM**

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

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**REQUIRED FORM**

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



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

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**THIS FORM IS FOR  
OFFICE USE ONLY**

## GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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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 . . . ?

- |                              |                             |   |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. <b>Provide</b> 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)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>  |

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REQUIRED FORM**

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

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

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

Yes  No

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

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

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Contractor Representative Signature of Representative Date

\_\_\_\_\_  
Printed Name of HUB Signature of Representative Date

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

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

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

PAGE 1 OF 4

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

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

Construction HUB Goals: 12.8% MBE:: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

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

PAGE 2 OF 4

**HUB Subcontractor Disclosure**

**PART I: Continuation Sheet (Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
                                Street                                  City                                  State                                  Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
                                Street                                  City                                  State                                  Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

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

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

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
   Street  City  State  Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
   Street  City  State  Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

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

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

**RESIDENCE CERTIFICATION/TAX FORM**

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

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

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

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

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

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

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

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

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



HOUSE BILL 89 VERIFICATION

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

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

**Pursuant to Section 2270.002, Texas Government Code:**

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

Notary Seal

\_\_\_\_\_  
**Notary Signature**

\_\_\_\_\_  
**Date**

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

**SENATE BILL 252 CERTIFICATION**

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

---

**Company Name**

---

**IFB/RFP/RFQ number****Certification check performed by:**

---

**Purchasing Representative**

---

**Date**

<b>THIS FORM IS FOR OFFICE USE ONLY</b>
---

**BID AFFIDAVIT**

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who  
(name)

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

"I, \_\_\_\_\_ am a duly authorized officer of/agent  
(name)

for \_\_\_\_\_ and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said \_\_\_\_\_.  
(name of firm)

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

Name and address of Bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**REQUIRED FORM**

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

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

April 30, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 24-019/MR) Term Contract for Marine Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326**. 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 One (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Marine Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

**BID NUMBER:** IFB 24-019/MR

**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, June 5, 2024

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> 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](mailto: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](mailto: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

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**BID SUBMISSIONS:**

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

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

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

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

**SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT**

---

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

**1. BIDDING.****1.1 BIDS.**

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

**1.2 AUTHORIZED SIGNATURES.**

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

**1.3 LATE BIDS.**

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

**1.4 WITHDRAWAL OF BID PRIOR TO OPENING.**

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

**1.5 WITHDRAWAL OF BID AFTER OPENING.**

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

**1.6 BID AMOUNTS.**

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

**1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.**

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

**1.8 ALTERNATES.**

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

**1.9 DESCRIPTIONS.**

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

**1.10 BID ALTERATIONS.**

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

**1.11 TAX EXEMPT STATUS.**

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

**1.12 QUANTITIES.**

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

**1.13 BID AWARD.**

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

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

**1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.**

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

**1.15 ADDENDA.**

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

**1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**

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

**1.17 GENERAL INSURANCE REQUIREMENTS.**

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

**1.18 RESPONSIVENESS.**

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

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

#### **1.19 RESPONSIBLE STANDING OF BIDDER.**

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

#### **1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

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

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

#### **1.21 PUBLIC BID OPENING.**

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

### **2. PERFORMANCE.**

#### **2.1 DESIGN, STRENGTH, AND QUALITY.**

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

#### **2.2 AGE AND MANUFACTURE.**

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

#### **2.3 DELIVERY LOCATION.**

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

#### **2.4 DELIVERY SCHEDULE.**

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

#### **2.5 DELIVERY CHARGES.**

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



**2.6 INSTALLATION CHARGES.**

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

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

**2.8 STORAGE.**

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

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

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

**2.10 OSHA.**

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

**2.11 PATENTS AND COPYRIGHTS.**

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

**2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

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

**2.13 ACCEPTABILITY.**

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

**2.14 MAINTENANCE.**

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

accordingly.

### **2.15 MATERIAL SAFETY DATA SHEETS.**

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

### **2.16 EVALUATION.**

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

## **3. PURCHASE ORDERS AND PAYMENT.**

### **3.1 PURCHASE ORDERS.**

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

### **3.2 INVOICES.**

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

### **3.3 PROMPT PAYMENT.**

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

### **3.4 FUNDING.**

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

## **4. CONTRACT.**

### **4.1 CONTRACT DEFINITION.**

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

### **4.2 CHANGE ORDER.**

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

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

#### **4.3 PRICE RE-DETERMINATION.**

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

#### **4.4 TERMINATION.**

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

#### **4.5 CONFLICT OF INTEREST.**

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

#### **4.6 INTEREST BY PUBLIC OFFICIALS.**

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

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

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

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

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

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

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

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

#### **4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.**

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

#### **4.9 WARRANTY.**

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

#### **4.10 UNIFORM COMMERCIAL CODE.**

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

#### **4.11 VENUE.**

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

#### **4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

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

#### **4.13 SILENCE OF SPECIFICATIONS.**

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

#### **5. REJECTION OR WITHDRAWAL.**

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

#### **6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.**

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

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

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

#### **7. AWARD.**

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

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

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

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

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

#### **8. CONTRACT.**

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

#### **9. WAIVER OF SUBROGATION.**

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

#### **10. FISCAL FUNDING.**

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

#### **11. BID RESULTS.**

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

Department.

## **12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

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

## **13. SPECIFICATIONS.**

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

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

## **14. DELIVERY.**

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

## **15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.**

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

## **16. CURRENCY.**

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

## **17. PRICING.**

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

## **18. NOTICE TO PROCEED/PURCHASE ORDER.**

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

## **19. CERTIFICATION.**

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

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

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

**20. DEFINITIONS.**

“County” – Jefferson County, Texas.

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

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

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

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

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

THRESHOLD	PROVISION	CITATION
<p>&gt;\$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 <a href="#">41 U.S.C. 1908</a>, 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>&gt;\$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 <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339</a>), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>



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

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

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

	<p>Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, “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 (<a href="#">40 U.S.C. 3701-3708</a>). 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 <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a>, as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>). Under <a href="#">40 U.S.C. 3702</a> 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 <a href="#">40 U.S.C. 3704</a> 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 <a href="#">37 CFR § 401.2 (a)</a> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of <a href="#">37 CFR Part 401</a>, “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 (<a href="#">42 U.S.C. 7401-7671g</a>.) and the Federal Water Pollution Control Act (<a href="#">33 U.S.C. 1251-1387</a>), 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 (<a href="#">42 U.S.C. 7401-7671g</a>) and the Federal Water Pollution Control Act as amended (<a href="#">33 U.S.C. 1251-1387</a>). 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 <a href="#">2 CFR 180.220</a> ) 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 <a href="#">2 CFR 180</a> 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 ( <a href="#">31 U.S.C. 1352</a> ) - 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 <a href="#">31 U.S.C. 1352</a> . 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 <a href="#">40 CFR part 247</a> 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"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered</li> </ul>	<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 <a href="#">Public Law 115-232</a>, 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 <a href="#">Public Law 115-232</a>, 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 <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1) (2)
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112

None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <ol style="list-style-type: none"> <li>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</li> <li>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</li> <li>(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;</li> <li>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</li> <li>(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</li> <li>(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.</li> </ol>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <ol style="list-style-type: none"> <li>(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.</li> <li>(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.</li> <li>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</li> </ol>	2 CFR 200.334

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



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

**BYRD ANTI-LOBBYING CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**REQUIRED FORM**

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

**DEBARMENT/SUSPENSION CERTIFICATION**

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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](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

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

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

**REQUIRED FORM**

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

**CIVIL RIGHTS COMPLIANCE PROVISIONS**

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**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:

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**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**


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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.

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**Signature of Contractor's Authorized Official**


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**Name and Title of Contractor's Authorized Official**


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**Date**
**REQUIRED FORM**

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

**SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS**

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The following requirements and instructions supersede General Requirements where applicable.

**1. SUBMISSION OF BID.**

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; 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, 1<sup>st</sup> 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, June 5, 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](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Monday, May 20, 2024.

### 4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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



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

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

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

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

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

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

#### FORM 1295 Implementation Background:

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

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

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

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

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

#### **FORM 1295 EXEMPTIONS:**

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

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

**A completed Form 1295 is not required for:**

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

**SAMPLE COMPLETED FORM 1295**

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

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.  <b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE</b>	Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  <b>JEFFERSON COUNTY, TEXAS</b>	

**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)	
		Controlling	Intermediary
<b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>		X	
<b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>			X

**5** Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE**

**6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country).

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

**SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)**

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**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, 7<sup>th</sup> 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:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE**

## 11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BIDDER INFORMATION FORM**

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

**Bid Number & Name:** (IFB 24-019/MR) Term Contract for Marine Motor Fuel for Jefferson County

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

**If Applicable:** HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

**REQUIRED FORM**

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



## SECTION 4: MINIMUM SPECIFICATIONS

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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](mailto: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](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 24-019/MR.

### Scope

Vendor shall provide Marine Motor Fuel for Jefferson County for daily business, and in times of Emergency or Natural Disaster subject to the terms and conditions stated herein for a period of one year beginning on or about Date of Award.

Bidder shall include brand names or trade names of products offered on the Bid Form.

### Taxes/Fees

Invoice the taxes and fees as separate items. **Do not include tax/fee in your bid.** Successful bidder shall negotiate a 6416 agreement whereby the bidder will not charge the County for federal excise tax and the County will allow the bidder to collect a refund from the Internal Revenue Service. **Therefore, do not bid federal excise tax.**

### Approximate Annual Usage

Orders will be placed on an **as-needed basis**, delivered to the Jefferson County locations as described within these specifications, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

### Contract

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

### General Specification

It is the intent of the following minimum specifications to describe Marine Motor Fuel for Jefferson County and to establish an annual fixed price contract for the purchase of these items on an "as-needed basis."

**The items bid shall be Ethanol-Free Fuels. These fuels will be utilized by Jefferson County to fuel marine (boat) motors.**

1. It is understood and agreed that independent laboratory tests and analysis may be required under the following conditions:
  - a. Independent laboratory test may be made from samples taken at destination. The County shall select the testing laboratory.
  - b. If the results of such test and analysis reveal the samples submitted meet the technical specifications below, Jefferson County will bear the cost of such test and analysis.
  - c. If the results of such test and analysis reveal the samples submitted do not meet the technical specifications below, the cost of such tests and analysis shall be for the successful bidder's account, and the successful bidder shall make satisfactory adjustment for all product delivered which does not comply with the County's technical specifications.

- d. The results of the foregoing tests and analysis shall be furnished to the successful bidder and to Jefferson County.
2. The Contractor shall make adjustment and allowance in gallonage of gasoline to compensate for change in temperature of gasoline, i.e., Contractor must show temperature of gasoline at loading point at the time the gasoline was unloaded onto the transport and must show the correction and adjustment made in gallonage delivered to the County using 60 degrees F as normal temperature reading. **Such corrections and adjustment will be shown on 5,000 gallons or more on invoice billing to the County.**
3. The successful bidder shall exercise extreme care at all time during delivery to ensure all safety precautions are met.
4. Due to the fluctuation of fuel prices, Jefferson County is requesting that bidders structure their bid to include the laid in cost plus profit margin. In this manner, prices for this term contract may be tied to a “cost / plus basis” accountable to the published costs. All price re-determinations shall be supported by a copy of the effective publication reflecting the cost increase.

If during the life of the contract, the successful bidder’s net prices to other customers for fuel awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Jefferson County.

5. **Deliveries will not be made unless a purchase order has been issued by the Jefferson County Purchasing Department.**
6. Price bid shall be for tank wagon loads delivered to the following Jefferson County sites. Jefferson County reserves the right to add or delete delivery locations.

**Tank Wagon Delivery Location Site 1:**

Jefferson County Sheriff’s Marine Operations Center  
 5950 South 1<sup>st</sup> Avenue  
 Sabine Pass, TX 77655  
 Above-Ground Tank. Size: 8,000 gallon tank.

**Tank Wagon Delivery Location Site 2:**

Port of Beaumont  
 1225 Main Street  
 Beaumont, TX 77701  
 Above-Ground Tank. Size: 1,000 gallon tank.

8. **Successful bidder shall make deliveries within 24 hours of order.** Transport delivery vehicles shall be equipped with meters capable of printing registrations on the invoice before and after delivery. The amount delivered shall be so recorded on each delivery ticket.
9. **Estimated consumption of tank wagon delivery product is as follows:**  
 Ethanol-Free Gasoline: 48,000 gallons per year

This figure is an estimate only. No promise is made or implied that this quantity will be purchased.

**Technical Specification**

Gasoline: Gasoline shall be Ethanol-Free fuels satisfactory for use Yamaha marine gasoline-powered internal combustion engines.

Grades of gasoline shall conform to the following formulas:

- Ethanol-Free Gasoline, 91 or Higher Octane Fuel
- Ethanol-Free Gasoline, 89 Octane Fuel
- Ethanol-Free Gasoline, 87 Octane Fuel

These fuels will be utilized by Jefferson County to fuel marine (boat) motors. Although not to be considered an all-inclusive list, below is a list of the type of marine (boat) motors currently being utilized by Jefferson County and for which the fuels as specified in this bid will be utilized:

- (2) Yamaha F300UCA (right hand rotation 30")
- (2) Yamaha LF300UCA (left hand rotation 30")
- (2) Yamaha Saltwater Series II (15x21) Right Hand Props
- (2) Yamaha Saltwater Series II (15x21) Left Hand Props

All Yamaha motors have a minimum fuel octane recommendation. The use of fuel with an octane lower than recommended can affect performance and could possibly cause internal motor damage.

**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

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To Jefferson County:

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

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

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

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

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

<hr/> <p>Company Name</p>	<p><b>For clarification of this offer, contact:</b></p>
<hr/> <p>Address</p>	<hr/> <p>Name &amp; Title</p>
<hr/> <p>City                      State                      Zip</p>	<hr/> <p>Phone                                      Fax</p>
<hr/> <p>Signature of Person Authorized to Sign</p>	<hr/> <p>E-mail</p>
<hr/> <p>Printed Name</p>	
<hr/> <p>Title</p>	

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

**ACCEPTANCE OF OFFER**

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The Offer is hereby accepted for the following items: Term Contract for Marine Motor Fuel 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 24-019/MR), Term Contract for Marine Motor Fuel 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:**

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**Jeff R. Branick, County Judge**  
**JEFFERSON COUNTY, TEXAS**

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**Date**

**ATTEST:**

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**Roxanne Acosta Hellberg, County Clerk**  
**JEFFERSON COUNTY, TEXAS**

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**Date**

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

**BID FORM**

Item	Description	Brand	+/- Factor
1	<b>Ethanol-Free, 91 or Higher Octane Fuel</b> To Be Delivered via Tank Wagon.	_____  Number of Octane Bid for Item 1: _____  (Bid Options for this line item are 91 or Higher Octane)	Bid Price is Based on Daily Rack Price Plus or Minus  _____cents per gallon.
2	<b>Ethanol-Free, 89 Octane Fuel</b> To Be Delivered via Tank Wagon.	_____	Bid Price is Based on Daily Rack Price Plus or Minus  _____cents per gallon
3	<b>Ethanol-Free, 87 Octane Fuel</b> To Be Delivered via Tank Wagon	_____	Bid Price is Based on Daily Rack Price Plus or Minus  _____cents per gallon

Orders will be placed on an **as-needed basis**, delivered to locations within Jefferson County as described within these specifications, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

**Successful bidder shall make deliveries within 24 hours of order.**

**BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

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

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

**VENDOR REFERENCES FORM**

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

**REQUIRED FORM**

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

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work:

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work:

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_



**SIGNATURE PAGE**

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

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

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

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

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

\_\_\_\_\_  
Bidder (Entity Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street & Mailing Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

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

## CERTIFICATION REGARDING LOBBYING

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

**REQUIRED FORM**

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

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**REQUIRED FORM**

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

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

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**THIS FORM IS FOR  
OFFICE USE ONLY**

**GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST**

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

Yes  No

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

**Did the Prime Contractor/Consultant . . . ?**

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

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

Yes  No

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

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

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Contractor Representative Signature of Representative Date

\_\_\_\_\_  
Printed Name of HUB Signature of Representative Date

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

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

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

PAGE 1 OF 4

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

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

**PART I: Continuation Sheet (Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

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



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

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street                                  City                                  State                                  Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street                                  City                                  State                                  Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

**REQUIRED FORM**

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

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

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
                                Street  City  State  Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
                                Street  City  State  Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

**RESIDENCE CERTIFICATION/TAX FORM**

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

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

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

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

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

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

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

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

## HOUSE BILL 89 VERIFICATION

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

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

**Pursuant to Section 2270.002, Texas Government Code:**

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

Notary Seal

\_\_\_\_\_  
**Notary Signature**

\_\_\_\_\_  
**Date**

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

**SENATE BILL 252 CERTIFICATION**

---

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

---

**Company Name**

---

**IFB/RFP/RFQ number****Certification check performed by:**

---

**Purchasing Representative**

---

**Date**

<b>THIS FORM IS FOR OFFICE USE ONLY</b>
---

**BID AFFIDAVIT**

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who  
(name)

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

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

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

Name and address of Bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

**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

afracm@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



4/30/24

ATTEST:

  
Roxanne Acosta Hellberg, County Clerk  
JEFFERSON COUNTY, TEXAS

4-30-24  
Date



Final Bid Tabulation

IFB 24-012/MR

Re-Bid Term Contract for Armored Car Service for Jefferson County

Opening Date: April 3, 2024

		Rochester Armored Car Co., Inc.				
Item	Description	Lump Sum per month (2024-2025)	Lump Sum per month (2025-2026) Renewal Year 1	Lump Sum per month (2026-2027) Renewal Year 2	Lump Sum per month (2027-2028) Renewal Year 3	Lump Sum per month (2028-2029) Renewal Year 4
1	<p><b>(5) Days Per Week:</b></p> <p>Pick-up from: Treasurer and Community Supervision, Beaumont and delivery to designated consignee</p>	<b>\$1,418.15</b>	<b>\$1,510.33</b>	<b>\$1,608.50</b>	<b>\$1,713.05</b>	<b>\$1,824.40</b>
2	<p><b>(5) Days Per Week:</b></p> <p>Pick-up from: Community Supervision 800 4th Street Port Arthur, TX 77640  Port Arthur Tax Offices; Justice of the Peace and Constable Offices; County Clerk; 525 Lakeshore Dr., Port Arthur, TX 77640  Jefferson County Airport; Tax Office; and Justice of the Peace #7, Mid-County  Juvenile Probation 900 Fourth Street Port Arthur, TX 77640  Juvenile Probation 5326 Hwy 69 S. Beaumont, TX 77705  Deliver to designated consignee.</p>	<b>\$4,727.16</b>	<b>\$5,034.42</b>	<b>\$5,361.66</b>	<b>\$5,710.17</b>	<b>\$6,081.33</b>
3	<p><b>(2) Days Per Week:</b></p> <p>Pick-up from: The offices of Pct. 4 Constable and Justice of the Peace, 19217 Hwy. 365, Beaumont, TX 77705 and deliver to designated consignee.</p>	<b>\$378.17</b>	<b>\$402.75</b>	<b>\$428.93</b>	<b>\$456.81</b>	<b>\$486.50</b>

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.	\$663.34	\$706.45	\$752.37	\$801.28	\$853.36
5	<u>(1) Day Per Week</u> Pick- up from: Ford Park Box Office, 5115 IH-10 South, Beaumont, TX 77705 and deliver to designated consignee.	\$87.40	\$92.61	\$98.21	\$104.10	\$110.35

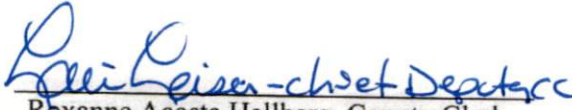
Rochester Armored Car Co., Inc.  
 3937 Leavenworth Street  
 Omaha NE 68105  
 attn: Mr. Adam Frahm  
[afrahm@rocarmco.com](mailto:afrahm@rocarmco.com)  
 ph: 402-558-9323  
 alt: 319-533-1403

**CONTRACT RENEWAL FOR (IFB 23-024/MR)  
RE-BID TERM CONTRACT FOR GENERATOR INSPECTIONS,  
ROUTINE MAINTENANCE AND SERVICE FOR JEFFERSON  
COUNTY**

The County entered into a contract with CAT5 Resources, Inc. for one (1) year, from May 9, 2023 to May 8, 2024, with an option to renew the contract for up to a three (3) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from May 8, 2024 to May 7, 2025.

ATTEST:

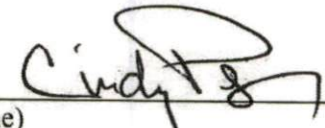
  
Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
CAT5 Resources, Inc.

  
(Name)



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

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

**CONTRACT EXTENSION REQUEST**

April 3, 2024

Sun Coast Resources, Inc.  
6450 Cavalcade, Building 1  
Houston TX 77026  
Attention: Mr. Steven Boyd, Sr. Managing Director

Re: Contract (IFB 19-012/YS) Term Contract for Marine Motor Fuel for Jefferson County

Dear Mr. Boyd:

Please be advised the above-referenced contract is due to expire on **MAY 1, 2024**. Jefferson County requests that your company extend the current contract for an **additional (60) sixty days**; with the expiration to be extended through **JUNE 29, 2024**.

**Please sign the acknowledgment below to indicate your agreement to this contract extension and return to our office by 5:00 PM, Friday, April 5, 2024.** Jefferson County appreciates your cooperation with this extension.

Sincerely,

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

DC: jw

Price Extension Received and Accepted: 4/4/2024  
Date

Contract Number: IFB 19-012/YS

Contractor: SUN COAST RESOURCES, INC. LLC f/k/a Sun Coast Resources, Inc.

Signature: DocuSigned by:  
Lisa L. Smith  
F62F195869E145C...

Print Name and Title: Lisa L. Smith Asst. Corp. Secretary



**ATTEST:**

Roxanne Acosta-Hellberg, County Clerk

**JEFFERSON COUNTY, TEXAS**

Jeff R. Branick, County Judge



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

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

**AMENDMENT I TO CONTRACT**

April 3, 2024

Smart Communications Holding, LLC  
10491 72<sup>nd</sup> St.  
Seminole, Florida 33777  
Attention: Mr. Jon Logan

Dear Mr. Logan:

This letter will serve as Amendment I (one) to contract RFP 22-021/YS, Comprehensive Inmate Technology Services Package for Jefferson County Correctional Facility, Downtown Jail, and Minnie Rogers Juvenile Justice Center

Amendment I (one) will provide the Jefferson County Sheriff's Office a technology grant of \$60,000.00 from Smart Communications, for the sole purpose of designing and purchase of a digital application branded as the "Sheriff's App". This application will strengthen communication with the community, increase the ability for families to communicate with inmates and provide a central access point for services and important information provided by the Jefferson County Sheriff's Office.

Amendment I (one) does not change any other terms or obligations in this term contract and to be executed by the duly authorized signatures.

Please sign below, and return to Mistey Reeves, Assistant Purchasing Agent, [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us).

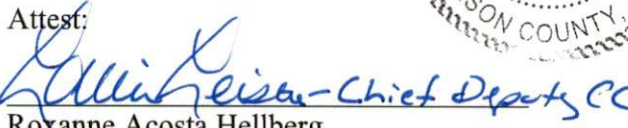
  
Smart Communications Holding, LLC

04/16/2024  
Date

  
Jeff R. Branick  
Jefferson County Judge



4-30-24  
Date

Attest:  
  
Roxanne Acosta Hellberg  
Jefferson County Clerk

4-30-24  
Date





# PREFERRED FACILITIES GROUP - USA

Mailing Address:  
PO Box 20658  
Beaumont, TX 77720-0658

(409) 842-8293  
(409) 842-2274  
pfg@pfg-usa.com  
pfg-usa.com

February 19, 2024

Dennis Copeland  
Jefferson County  
1149 Pearl  
Beaumont, TX 77701

**Project:** "Minnie Rogers Concrete Repair"

**Subject:** "Proposal"

Job Order Contracting

Dear Mr. Copeland

Co-Op Purchasing Agreements

We are pleased to submit our proposal utilizing our 728-24 Buy Board Texas Contract based on local CCI and coefficient of .89.

Indefinite Delivery, Indefinite Quantity - IDIQ

**Proposal Recap:**

- Pressure wash 22 15' x 8' concrete panels.
- Prep and patch holes at the bottom on the panels.
- Caulk cracks at the bottom edge.
- Paint the concrete panels with Exterior Latex paint.
- Prepare and paint metal window frames

Multiple Award Construction Contracts - MACC

Proposal Cost	\$ 26,135.81
Bond	\$ 653.39
Total Cost	\$ 26,789.20

Task Order Contracts TOC

Construction Management - Agent or At-Risk

We estimate approximately **fifteen (15)** working days to complete upon material delivery. (1-2 Weeks) We explicitly exclude all liquidated damages for this project due to the volatility of the market and supply chain challenges.

Design Build

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item estimate is derived from the current calendar year RSMMeans Facilities Construction Cost Data Book with Updates.

Government

Commercial

Once the quantities of work and price are approved, the individual Job Order becomes a fixed-price lump sum contract.

Education

This pricing is based on recommended work hours of Monday through Friday 7:00 am to 5:00 pm. Please contact us at 409-842-8293 at your convenience to discuss this estimate.

Industrial

Respectfully submitted,  
**Preferred Facilities Group - USA**

**JEFFERSON COUNTY, TEXAS**

Infrastructure

Michael Waidley  
Division Manager

**Jeff Branick, County Judge**

Communications

cc: PFG/file  
24-0007



Corporate/Retail

Assembly

WITNESSED  
DATE 4-30-24



**Preliminary Estimate, by line item**  
Michael Waidley  
Preferred Facilities Group - USA  
728-24 2024 BuyBoard Normal 4/1/24-3/31/26  
JC Minnie Rogers Exterior Repairs - 24-0007



Estimator: Michael Waidley

Summary of tagged estimates...

Division Summary (MF04)

01 - General Requirements	\$2,494.34	26 - Electrical
02 - Existing Conditions	\$625.00	27 - Communications
03 - Concrete	\$14,836.94	28 - Electronic Safety and Security
04 - Masonry	\$6,882.26	31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		41 - Material Processing and Handling Equipment
10 - Specialties	\$9,873.13	44 - Pollution Control Equipment
11 - Equipment		46 - Water and Wastewater Equipment
12 - Furnishings		48 - Electric Power Generation
13 - Special Construction		Priced O&P
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		<b>MF04 Total (Without totalling components)</b>
25 - Integrated Automation		<b>\$34,711.67</b>

Totalling Components

Priced Line Items	\$34,711.67
RSMean BEAUMONT, TX CCI 2024, 84.60%	2024 BuyBoard 728-24 PFG Texas Normal (-11.00000%)
	<b>\$(3,230.26)</b>

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$6,885.65
Labor:	\$26,117.00
Equipment:	\$1,709.01
Other:	\$0.01
Labourours:	293.76
Green Line Items:0	\$0.00

**Grand Total** **\$26,135.81**



Preliminary Estimate, by line item

Estimator: Michael Waidley		Combined estimates...				
Item	Description	UM	Quantity	Unit Cost	Total	Book
<b>01 - General Requirements</b>						
1	01-21-53-60-0140-L Cost adjustment factors, additional costs due to security requirements, daily search of personnel, supplies, equipment and vehicles, daily, physical search, entry	Costs	23,749.4600	6.2500%	\$1,484.34	RSM24FAC L, O&P
2	01-74-13-20-0052 Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	10.0000	\$101.00	\$1,010.00	RSM24FAC M, L, E, O&P
<b>01 - General Requirements Total</b>					<b>\$2,494.34</b>	
<b>02 - Existing Conditions</b>						
3	02-41-19-19-0725 Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	1.0000	\$625.00	\$625.00	RSM24FAC M, O&P
<b>02 - Existing Conditions Total</b>					<b>\$625.00</b>	
<b>03 - Concrete</b>						
4	03-01-30-72-4031 Vertical & overhead spall repair by hand application (ACI RAP-6), remove additional conc to 3/4" under single layer of corroded #4 bar	S.F.	363.0000	\$21.50	\$7,804.50	RSM24FAC L, E, O&P
5	03-01-30-72-4110 Vertical & overhead spall repair by hand application (ACI RAP-6), final cleaning by high pressure water	S.F.	363.0000	\$1.54	\$559.02	RSM24FAC L, E, O&P
6	03-01-30-72-4120 Vertical & overhead spall repair by hand application (ACI RAP-6), blow off dust/debris with oil-free dry compressed air	S.F.	363.0000	\$0.04	\$14.52	RSM24FAC L, O&P
7	03-01-30-72-4130 Vertical & overhead spall repair by hand application (ACI RAP-6), brush on bonding material	S.F.	363.0000	\$2.36	\$856.68	RSM24FAC M, L, O&P
8	03-01-30-72-4140 Vertical & overhead spall repair by hand application (ACI RAP-6), mix bagged repair material with mixing paddle	C.F.	10.0000	\$110.00	\$1,100.00	RSM24FAC M, L, O&P
9	03-01-30-72-4160 Vertical & overhead spall repair by hand application (ACI RAP-6), place material by hand in 2" lifts for vertical repairs	C.F.	10.0000	\$42.50	\$425.00	RSM24FAC L, O&P
10	03-01-30-72-4190 Vertical & overhead spall repair by hand application (ACI RAP-6), float and steel trowel finish the repair material by hand	S.F.	363.0000	\$1.61	\$584.43	RSM24FAC L, O&P
11	03-01-30-72-4200 Vertical & overhead spall repair by hand application (ACI RAP-6), cure with sprayed membrane curing compound	S.F.	363.0000	\$0.43	\$156.09	RSM24FAC M, L, O&P
12	03-15-16-30-3550 Expansion joint, polyurethane foam, with polybutylene, 1" x 1"	L.F.	435.6000	\$6.85	\$2,983.86	RSM24FAC M, L, O&P
13	03-15-16-30-3550-5000 Expansion joint, for installation in walls, add (Modified using 03-15-16-30-5000)	L.F.	435.6000	\$0.81	\$352.84	RSM24FAC L, O&P
<b>03 - Concrete Total</b>					<b>\$14,836.94</b>	
<b>04 - Masonry</b>						



Preliminary Estimate, by line item

Estimator: Michael Waidley		Combined estimates...				
Item	Description	UM	Quantity	Unit Cost	Total	Book
<b>04 - Masonry</b>						
14	04-01-20-52-0420	Cleaning masonry, high pressure wash, average soil, biological staining, water only, excludes scaffolding	S.F.	3,357.2000	\$2.05	\$6,882.26 RSM24FAC L, E, O&P
<b>04 - Masonry Total</b>					<b>\$6,882.26</b>	
<b>09 - Finishes</b>						
15	09-91-13-90-0370	Paints & coatings, walls, concrete masonry units (CMU), smooth surface, first coat, latex, brushwork	S.F.	1,214.4000	\$1.28	\$1,554.43 RSM24FAC M, L, O&P
16	09-91-13-90-0380	Paints & coatings, walls, concrete masonry units (CMU), smooth surface, second coat, latex, brushwork	S.F.	1,214.4000	\$0.89	\$1,080.82 RSM24FAC M, L, O&P
17	09-91-13-90-0410	Paints & coatings, walls, concrete masonry units (CMU), smooth surface, first coat, latex, roller	S.F.	3,267.0000	\$0.76	\$2,482.92 RSM24FAC M, L, O&P
18	09-91-13-90-0420	Paints & coatings, walls, concrete masonry units (CMU), smooth surface, second coat, latex, roller	S.F.	3,267.0000	\$0.60	\$1,960.20 RSM24FAC M, L, O&P
19	09-91-23-72-4000	Paints & coatings, walls & ceilings, interior, masonry or concrete block, filler, 1 coat, brushwork	S.F.	1,452.0000	\$1.91	\$2,773.32 RSM24FAC M, L, O&P
20	09-91-23-72-4000-8410	Paints & coatings, walls & ceilings, interior, for heavy textured surfaces, add (Modified using 09-91-23-72-8410)	S.F.	89.3200	\$0.24	\$21.44 RSM24FAC L, O&P
<b>09 - Finishes Total</b>					<b>\$9,873.13</b>	

**Estimate Grand Total**

**26,135.81**



**Honesty Environmental Services, Inc.**  
[www.honestyenvironmental.com](http://www.honestyenvironmental.com)

April 11, 2024

Jefferson County  
 1149 Pearl Street  
 Beaumont, Texas 77701  
 Email: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us)  
 Tel: 409-835-8693  
 Attn: Ms. Mistey Reeves

**RE: Mold Assessment and Asbestos Inspection Proposal**  
 Diversion Center  
 3890 FM 3514  
 Beaumont, Texas 77705  
**HES Proposal No. 24-304-650**

### **Introduction**

Based on your request for a proposal for a mold assessment and asbestos inspection at the above referenced site in Beaumont, Texas, Honesty Environmental Services, Inc., (HES), would be pleased to perform the following Scope of Services.

### **Mold/Asbestos Consulting Services**

- HES will provide a mold assessment of the building
- HES will collect mold air and tape samples from the building
- HES will deliver samples to a Texas Department of Licensing and Regulations (TDLR) licensed laboratory for light microscopy analysis.
- HES will provide normal laboratory analysis sample turnaround service (3 business days).
- HES is currently licensed by the TDLR to perform Mold Consulting.
- HES will prepare a written report describing the sampling and results.
- HES will perform a visual inspection of the areas for identification of potential asbestos-containing materials (ACMs).
- HES will collect samples of materials in the path of construction suspected of containing asbestos, as specified by an EPA accredited asbestos inspector who has met the requirements of Title 40, Part 763, Part III, Subpart E, Appendix C of the Code of Federal Regulations.
- HES is currently licensed by the Texas Department of State Health Services (DSHS) to perform Asbestos Inspections. DSHS rules require a minimum of three (3) samples from each homogeneous area of materials to rebut the presence of

14420 West Sylvanfield Drive, Suite 200  
 Houston, Texas 77014  
 Phone: (713) 856-5354



[www.honestyenvironmental.com](http://www.honestyenvironmental.com)

2300 Highway 365, Suite 450  
 Nederland, Texas 77627  
 Phone: (409) 632-2601

Mold Protocol, Mold Air Clearance, and Asbestos Inspection Proposal  
Diversion Center  
3890 FM 3514  
Beaumont, Texas 77705  
HES Proposal No. 24-304-650  
Page 2 of 2

asbestos.

- HES will be using Polarized Light Microscopy (PLM) visual estimation to determine asbestos content in accordance with regulations codified in Title 40, Part 763, Appendix A to Subpart F (Interim Method of the Determination of Asbestos in Bulk Insulation Samples) of the Code of Federal Regulations.
- HES will generate a letter report describing our findings and a table listing the results of the analysis for the site.

Honesty understands that you are interested in proceeding with this project as soon as possible. We agree to proceed with this project for a **lump sum cost of \$4,590.00**.

### Closing

Honesty appreciates this opportunity to provide our environmental consulting services to Jefferson County. Immediate attention will be given to this project upon receipt of this signed Client Engagement Letter by email at [sara@honestyenvironmental.com](mailto:sara@honestyenvironmental.com). Should you have any questions, please contact me at (409) 632-2601. Thank you for the opportunity to be of service to you on this project.

Sincerely,  
Honesty Environmental Services, Inc.



Daniel R. Ward  
Vice President



Mold Protocol, Mold Air Clearance, and Asbestos Inspection Proposal  
Diversion Center  
3890 FM 3514  
Beaumont, Texas 77705  
HES Proposal No. 24-304-650  
Page 3 of 2

**CLIENT AUTHORIZATION**

Your signature below hereby authorizes **Honesty Environmental Services, Inc.** to perform the environmental consulting services detailed above. You further agree that the total cost of this project will be due at the completion of testing.

The payment of Honesty's invoice for performance of the above services is not subject to any contingency (e.g., sale, loan approval, transaction closure) related to the site being investigated. This investigation will begin only upon return of this duly executed authorization to Honesty Environmental Services, Inc.

**AGREED TO AND ACCEPTED THIS** 29 **DAY OF** APRIL, 2024 **by:**

**Name:** Jeff Brayick

**Signature:** [Handwritten Signature]

**Title:** County Judge

**Company:** Jefferson County, Texas

**ATTEST** [Handwritten Signature]  
**DATE** 4-30-24



April 30, 2024

Jack Brooks Regional Airport  
5000 Jerry Ware Dr. Suite 100  
Beaumont, TX 77705

Attn: Alex Rupp

Dear Mr. Rupp :

This letter outlines the services to be provided and terms of business under which e.Sullivan Advertising and Design, Inc. is to be appointed Marketing Communications Agency for Jack Brooks Regional Airport, commencing April 30, 2024 or such date as shall be agreed and ending September 30, 2024.

The service that e. Sullivan Advertising and Design and staff will provide are summarized as follows:

1. Develop communications plans and budget estimates based on your marketing objectives and strategies. If possible, we will endeavor to relate these plans to measured objectives to determine effectiveness. We will also assist in developing marketing objectives and strategies if desired.
2. Provide all creative, production and media services to develop advertisements, commercials, media advertising plans, direct mail, billboards, brochures and other projects as required by the plan and as agreed to by the client. Arrange photography, printing, display construction, publicity, etc., as needed. Carry through production in all aspects to completion.
3. Provide continuous, as-needed, account service and consultation to ensure prompt completion of projects.
4. Provide public relations counsel on matters corporate or marketing, and maintain on-going publicity projects in accordance to the plan.
5. Develop and implement specialized areas of promotion as needed such as internal communications, telemarketing, direct response, sales presentations, incentive promotions, etc.
6. Maintain internal procedures that ensure budget control, prompt billing and quality control.

7. Provide regular contact reports on all meeting decisions, regular financial and project status reports.

***Approval and authority are provided as follows:***

The agency will submit the following to the client for approval: all advertising plans and campaigns; copy, layouts, artwork, storyboards and scripts; media schedules, cost estimates of these various items when required; and other specified projects. The agency will therefore require the client's authority before ordering production materials, making contracts with suppliers and making reservation or contracts for media space or time.

***Agency compensation is provided for as follows:***

For the purposes of this agreement, we are estimating our creative & production services to include but not limited to the following:

- Billboard Design
- Television / Radio Production
- Newspaper / Magazine Advertisement Design
- Web Banner Advertisement Design

All media and outside services, such as artwork and mechanicals, as well as out-of-pocket expense, are charged to the clients. Project time for creative and production services, public relations services and special projects such as research are provided on an hourly rate basis and billed by project.

Although, we will only bill for time actually spent on these various projects and services, we agree that the total billing charges for all work done including creative design, media placement, fees, etc., will not exceed \$39,000.00.

Budget estimates are provided for all programs and, where necessary, quotations on individual projects are supplied. The fee service arrangement will be reviewed at the end of ending date of this agreement and may be renewed for a longer term if agreed to by both parties. Cost accounting procedures are maintained, based on a time-keeping system. Fee arrangements will be reviewed and renegotiated as necessary in light of this experience.

***Responsibility for Mistakes***

Agency will proofread all materials, including those approved in by Airport, which Agency produces for Advertiser hereunder. Agency shall be responsible for any additional costs incurred by Airport as a result of errors by Agency or a Third-party Supplier in production or proofreading, or in connection with product information.

**Termination:**

- 1 Termination by Either Party : Either party may terminate this Agreement, for cause, by giving the other party thirty (30) days written notice of termination. If the cause given is a breach of an obligation set forth in Agreement, the party can request from the breaching party, in writing, to cure the breach within thirty (30) days of receiving notice.
- 2 Agency's General Obligations Upon Termination  
Agency shall transfer, assign, and make available to Airport or its representative all property and material in the possession or control of Agency or any Third-party Supplier which, pursuant to the terms of this Agreement, is the property of Airport, including all information regarding Airport's marketing, advertising, and promotion concepts and plans, and all orders, contracts, and other arrangements for unused space, time, services, and materials. Upon transfer, Airport shall assume all future obligations and liabilities incurred by Agency and authorized by Airport in accordance with this Agreement in connection with the transferred materials. If any contracts made and authorized by Airport in accordance with this Agreement cannot be transferred, Agency shall complete the performance of such contracts, which will be paid for by Airport in the manner described in this Agreement.
- 3 Agency's Media Obligations Upon Termination  
Upon termination of this Agreement, Agency shall assign to the entity/agency designated by Airport all media buy commitments entered into by Agency on behalf of Airport, provided that Airport has authorized such commitments in accordance with this Agreement. In the event such authorized media buy commitments are non-assignable, Airport shall have the right to make the payments due under such media commitments directly to the Media Vendor.
- 4 Airport's Obligations Upon Termination  
Airport will be liable to pay only for Agency Services actually rendered prior to the effective date of termination which includes costs associated with agreements, contracts, purchased services or products on behalf of Airport by Agency with Airport approval or by terms of the Agreement.

***Billing procedures are as follows:***

All invoices will be billed on or about the first (1<sup>st</sup>) of each month following the month when production & creative services took place. Production billing is itemized in terms of creative services, talent costs, computer art-work, photography, printing, etc., and billed by projects. Where a large project is required, agreement may be sought to invoice as work-in-progress, one-third (1/3) of estimated cost at commencement, one-third (1/3) on approval of camera-ready art, and final detailed invoice on delivery.

Our terms are net thirty (30) days from date of receipt of invoice.

If there are any questions concerning our billing procedures we will be pleased to answer them at any time.

All that we need from you to proceed is a copy of this Letter of Agreement signed by an officer of the company acknowledging the terms of business as detailed. A copy is provided for this purpose.

We look forward to a long, mutually beneficial relationship and to contributing to the achievement of Jack Brooks Regional Airport's long term plan.

Yours sincerely,

Eric Sullivan  
e.Sullivan Advertising & Design

Terms and conditions accepted by client:

Date:

4-30-24

Signature:

*[Handwritten Signature]*

Title:

County Judge

Company:

Jefferson County


ATTEST

DATE

*[Handwritten Signature]*  
4-30-24







**SOUTEX**  
SURVEYORS & ENGINEERS

TBPE Firm No. F-5755  
TBPLS Firm No. 10123800  
LA EF.0005711  
3737 Doctors Drive  
Port Arthur, Texas 77642  
Office (409) 983.2004  
Fax (409) 983.2005

April 18, 2024

Mistey Reeves, CTCD, CTCM, Assistant Purchasing Agent  
Jefferson County, Texas  
Office (409) 835-8693 Cell (409) 781-2368  
mistey.reeves@jeffcotx.us

Proposed Boundary and Topographic Surveying Services for:  
**Jefferson County Diversion Center, Located off access road US Highway 69, out of and a part of JCAD Parcel 139572, T & N O R R, A257 and WM Carroll, A-13, Jefferson County, Texas (See Exhibit)**

**BOUNDARY SURVEY**

- A. Property Recordation Information (site and adjacent properties)
- B. All building line setbacks, easements (utility, access, pipeline, etc.)
- C. Boundary verification with Coordinates noted at each corner with limits to be determined by client.

**TOPOGRAPHIC SURVEY**

This work will be to provide existing grade elevations at approximately 25' grid intervals, within limits of improved areas and 50' grid intervals in open areas, additional information reflected will be as follows:


- A. Grade Breaks / Contours 1.00 Intervals
- B. Top of curb, gutter, pavement, ground, ditch flow lines and high banks.
- C. FULL roadway cross section of US Highway 69 frontage Road. (proposed new driveway)
- D. Driveways with construction type.
- E. Storm sewer information such as manhole, pipe sizes, flow lines with line types.
- F. Wastewater system such as manholes, flow lines and line types.
- G. Water line information such as water valves and fire hydrants.
- H. Culvert pipe material and flowlines
- I. Additional utilities for communication and/or electrical marked from a ONE CALL and city records. ALSO, Approximate location of Utilities NOT FIELD Located.
- J. All Improvements / Surface features, including permanent Buildings, Parking, Fences, sign posts, poles, sidewalk ramps, swales, and Tree size with species for 6" or greater diameter trunks.
- K. Existing Buildings Finished Floor Elevations.
- L. Within Limits / Boundary, all surface material changes (i.e grass, concrete, asphalt)

We propose a **Cost** not to exceed of **\$ 10,000.00 no Tax**

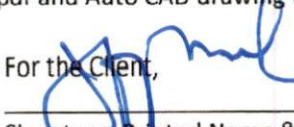
**Work can be completed within 18 business days, weather permitting, from notice to proceed.**

All information will be represented on a 24" x 36" D-size sheet to an appropriate scale. Auto CAD Version 2023. Horizontal information will be referenced to Texas Coordinate System NAD83, GEOID18 Orthometric Heights for NAVD88 vertical data. Deliverables will be pdf and Auto CAD drawing with point file.

For the Firm,

  
Anthony M. Leger, RPDS

For the Client,

  
Signature, Printed Name & Title, Date

Jeff Branick, County Judge

ATTEST

DATE 4-30-24



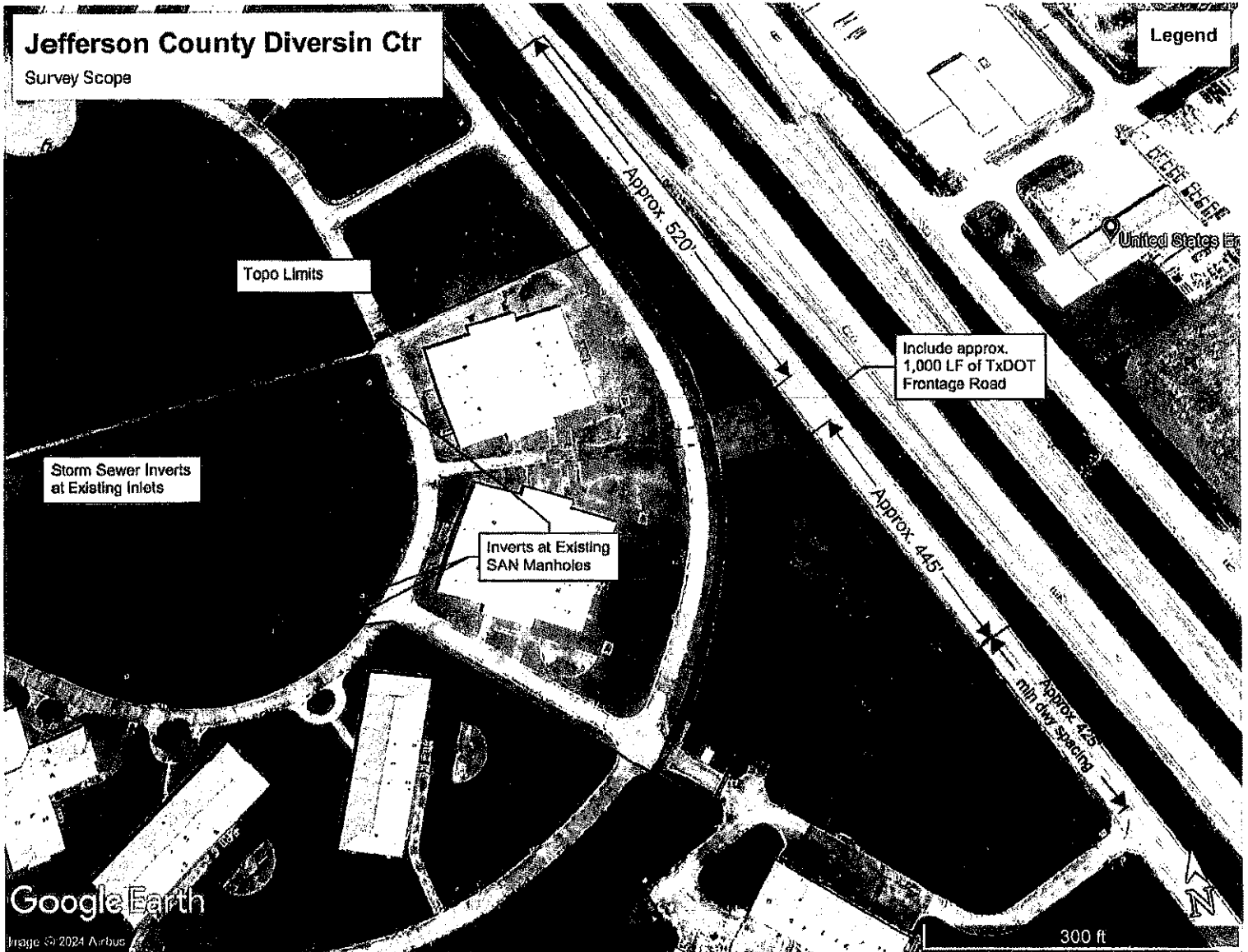
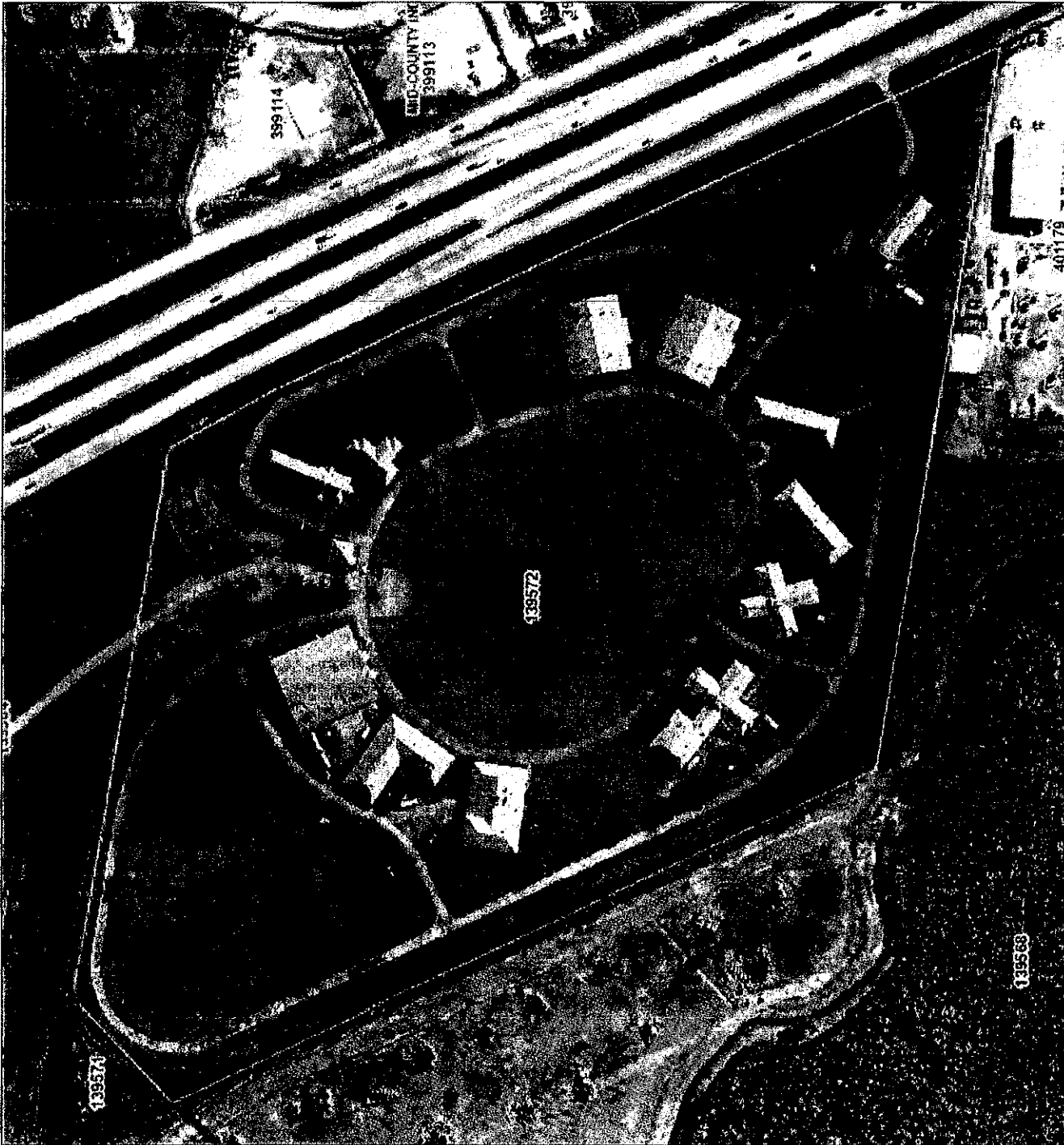


EXHIBIT FOR SUTTER PROPOSAL dated 4-18-24  
JEFFERSON COUNTY



PropID: 139572  
 PropIDPadded: 000139572  
 GeographicID: 300257-000-000390-00000  
 PropertyTypeCode: R  
 PropertyType: Real  
 PropertyUseCode: FJ  
 PropertyUse: COMMERCIAL JEFFERSON COUNTY  
 LegalDescription: ABST 257 T&NO #1 TR I  
 ABST 13 WM CARROLL TR I 49.354 AC IN  
 NISD (PT OF 60-234-DEEDED AC)  
 SiteAddress: HIGHWAY 69  
 BEAUMONT, TX 77705  
 Mapsc: 107-27  
 MapID: 0  
 Neighborhood: 107-XG  
 NeighborhoodCode: 107-XG  
 Owner1: JEFFERSON COUNTY  
 Owner1Address: 1149 PEARL ST BEAUMONT  
 TX 77701-3638  
 OwnerID: 456568  
 PercentOwnership: 100  
 Exemptions: EX-XV

This map is a user generated site output from an internet mapping site and is for reference only. Data layers that appear on this map may not be accurate, current or otherwise, reliable.

**SERVICE ORDER**

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

Spectrum Enterprise Contact Information	
Contact: Altoria Prince	
Telephone: 409-217-1760	
Email: <a href="mailto:altoria.prince@charter.com">altoria.prince@charter.com</a>	

Customer Information		
Customer Name JEFFERSON COUNTY (HQ)	Order # 14255383	
Address 1149 PEARL ST BEAUMONT TX 77701		
Telephone (409) 835-8466	Email: <a href="mailto:jbranick@co.jefferson.tx.us">jbranick@co.jefferson.tx.us</a>	
Contact Name Jeff Branick	Telephone (409) 835-8466	Email: <a href="mailto:jbranick@co.jefferson.tx.us">jbranick@co.jefferson.tx.us</a>
Billing Address 1149 PEARL ST BEAUMONT TX 77701		
Billing Contact Name	Telephone	Email:



**SPECTRUM ENTERPRISE SERVICE AGREEMENT**

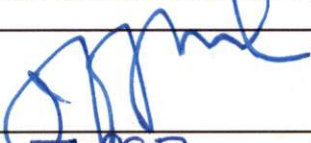
The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service available at <https://enterprise.spectrum.com/legal/terms-and-conditions.html> (or subsequent URL) ("Terms of Service"), which is incorporated herein by reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this document constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Sales Support Contact Information				
Spectrum Account Executive: Altoria Prince				
Office: 409-217-1760				
Mobile: +1 4092171760				
Email: <a href="mailto:altoria.prince@charter.com">altoria.prince@charter.com</a>				

Customer Information				
Customer Name (Exact Legal Name): JEFFERSON COUNTY (HQ)				
Street Address: 1149 PEARL ST	Suite:	City: BEAUMONT	State: TX	Zip: 77701
Customer's Main Tel. No.: (409) 835-8447				
Customer Contact Name: Jeff Branick	E-mail: <a href="mailto:jbranick@co.jefferson.tx.us">jbranick@co.jefferson.tx.us</a>		Tel No: (409) 835-8466	
Billing Address: 1149 PEARL ST	Suite:	City: BEAUMONT	State: TX	Zip: 77701
Billing Contact Name:	E-mail:		Tel No:	

**Agreement**

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY AND TO BRING CLAIMS AS CLASS ACTIONS.

Authorized Signature for Customer	
Customer: JEFFERSON COUNTY (HQ)	
By:	
Name:	Jeff Branick
Title:	County Judge
Date:	04/30/2024



ATTEST  
DATE 4-30-24

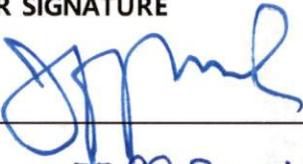

NEW AND REVISED SERVICES AT 1225 Pearl St Unit 2nd FL, Beaumont TX 77701				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Deluxe	12 Months	1	\$100.00	\$100.00
SBB Equipment	12 Months	1	\$65.00	\$65.00
<u>TOTAL*</u>				\$165.00

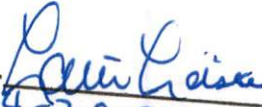
ONE TIME CHARGE(S) AT 1225 Pearl St Unit 2nd FL, Beaumont TX 77701			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
SBB Installation Fee	1	\$100.00	\$100.00
<u>TOTAL*</u>			\$100.00



1. TOTAL CHARGE(S). TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE MONTHLY INVOICE.
2. TAXES. PLUS APPLICABLE TAXES, FEES, AND SURCHARGES AS PRESENTED ON THE RESPECTIVE INVOICE(S).
3. SPECIAL TERMS.

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

<b>CUSTOMER SIGNATURE</b>	
Signature: 	
Printed Name: <u>Jeff Branick</u>	
Title: <u>County Judge</u>	
Date: <u>04/30/2024</u>	

ATTEST   
DATE 4-30-24



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**The LaBiche**  
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FAIA - Principal  
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101  
Beaumont, Texas 77706  
(409) 860-0197 • Fax (409) 860-0198

February 16, 2024

Jefferson County Commissioners Court  
Commissioner Vernon Pierce, Pct. #1  
1001 Pearl Street  
Beaumont, TX 77701

Project: Assistance with Courthouse Waterproofing and Preparation of THCPP Grant Round XIII application for Jefferson County Courthouse

Re: Proposal for Architectural Services

Dear Commissioner Pierce,

We appreciate the opportunity to submit this proposal for Architectural Services for the referenced project for your approval. The LaBiche Architectural Group, Inc. (hereinafter "Architect") shall provide to Jefferson County Commissioners Court, (hereinafter "Client") the services described below for the compensation described below. This proposal is based upon our experience with applying for grants through the Texas Historic Courthouse Preservation Program (THCPP).

#### PROJECT INFORMATION:

The project, as we understand it, is:

1. Assistance with the preparation of the application for Round XIII of the Texas Historic Courthouse Preservation Program (THCPP).
2. Assistance with SAL permit and oversight for storm recovery work by County's insurance carrier.

#### SCOPE OF WORK:

The Architect and the Architect's consultants shall perform those services described below:

1. Assistance with preparation and submittal of Round XIII grant application on behalf of the Client.
2. Assistance with submittal application to Texas Historical Commission.
3. Assist county with correspondence with THC during the grant process.

#### COMPENSATION:

The scope of work outlined above will be performed at an hourly rate not to exceed **Ten Thousand Dollars (\$10,000.00)**, plus reimbursable expenses and distributed as follows:

- Additional Services requested by Client will be charged hourly per the fee schedule attached.
- Reimbursable expenses shall include all printing required for the project. Other expenses shall be approved by Owner prior to expenditures. Cost of reimbursable expenses shall be billed at 1.25 times

Architectural Proposal for  
THCPP Round XIII Grant Application

the expenditure.

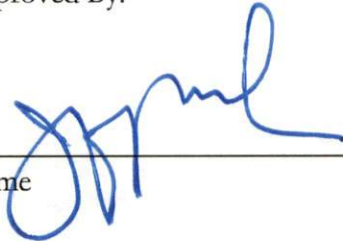
We have assembled this proposal based on our understanding of the specific needs related to this project. If you are in agreement with the terms and qualifications of this proposal, please sign one copy and return to us. We are extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



Dohn H. LaBiche, FAIA

Approved By:



Name

04/30/2024

Date



ATTEST  
DATE

Louie Laise  
4-30-24

**HOURLY RATE SCHEDULE**

<u>PERSONNEL</u>	<u>HOURLY RATE*</u>
Principal	200.00
Senior Project Architect	175.00
Project Architect	150.00
Intern Architect II	100.00
Draftsman	60.00
Interior Finish Consultant II	85.00
Secretarial	75.00

\*The rates for services of the Architect as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

*The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.*

*Texas Board of Architectural Examiners  
P.O. Box 12337  
Austin, TX 78711-2337  
Telephone: (512) 305-9000 / Fax: (512) 305-8900*

### CERTIFICATE OF FINAL COMPLETION

**PARTIES:** JOHNSON CONTROLS, INC. ("JCI")  
3021 West Bend Drive  
Irving, TX 75063

Jefferson County TX PC  
1149 Pearl St  
Beaumont, Tx 77701

**PROJECT:** Jefferson County

By executing this Certificate of Final Completion, Customer acknowledges the following:

- a. The work set forth in the Performance Contract has been reviewed and determined by Customer to be fully complete.
- b. Customer accepts the work as complete and hereby releases JCI's obligations under any performance and payment bonds posted for the project as of the date set forth below.

Dated: January 1, 2024.

**CUSTOMER:**

**JOHNSON CONTROLS, INC.**

Signature: \_\_\_\_\_



Signature: \_\_\_\_\_



Printed Name: \_\_\_\_\_

Jeff Branick

Printed Name: \_\_\_\_\_

J. Allen Tipton

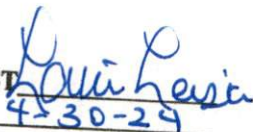
Title: \_\_\_\_\_

County Judge

Title: \_\_\_\_\_

Area Installation Manager

ATTEST  
DATE

  
4-30-24





**TEXAS DEPARTMENT OF LICENSING AND REGULATION**

P.O. Box 12157 | Austin, Texas 78711-2157

techinfo@tdlr.texas.gov | www.tdlr.texas.gov

RAS Note: All highlighted areas must be completed in addition any missing information.

**ARCHITECTURAL BARRIERS DESIGNATED AGENT FORM**

**YOU MUST COMPLETE ALL SECTIONS OF THIS FORM FOR IT TO BE PROCESSED. INCOMPLETE FORMS WILL NOT BE CONSIDERED.** THE PERSON LISTED AS A DESIGNATED AGENT ON THIS FORM IS AUTHORIZED TO SUBMIT DOCUMENTS ON BEHALF OF THE OWNER AND ACT AS AN AGENT

Texas Administrative Code Chapter 68.42(b) requires this form to be completed and signed by the owner or an individual employed by the owner if the owner wishes to designate an agent.

**1. PROJECT INFORMATION**

Project Name: <b>Jefferson County Vehicle Search/Investigation Bldg</b>	TDLR PROJECT #: <b>TABS2024012550</b>
Building or Facility Name: <b>Jefferson County Vehicle Search/Investigation Bldg</b>	CAD Account #: <b>130647</b>
Physical Address: <b>5030 Hwy 69 South, Beaumont, TX 77705</b> Street Name, Number, Suite Number, City, State, Zip Code	

**2. OWNER INFORMATION**

(TO BE VALID, THIS INFORMATION MUST BE SIGNED BY THE OWNER LISTED IN THIS SECTION)

Business Type: (Select One)			
<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Corporation
<input type="checkbox"/> Estate or Trust	<input checked="" type="checkbox"/> Government	<input type="checkbox"/> Other: _____	
Building / Facility Owner: <b>Jefferson County</b>		Name of Owner's Representative: <b>The Honorable Jeff Branick</b> (If Owner is Trust, Business or Government Entity)	
Address: <b>1149 Pearl Street, Beaumont, TX 77701</b> Street Name Number Suite Number, City, State, Zip Code:			
Phone Number: <b>409-835-8466</b>	Email Address: <b>jeff.branick@jeffcotx.us</b>	Representative Title: <b>County Judge</b>	

**3. DESIGNATED AGENT INFORMATION**

Name of Designated Agent: <b>Burns Architecture, LLC</b>	Name of Agent's Representative: <b>Kenneth C Burns</b> (If Agent is Trust, Business or Government Entity)
Address: <b>305 21st Street, Suite 100, Galveston, TX 77550</b> Street Name Number Suite Number, City, State, Zip Code:	
Phone Number: <b>(817) 247-6640</b>	Email Address: <b>kburns@burns3.com</b>

**4. OWNER ACKNOWLEDGMENT**

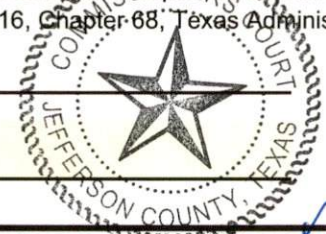
THE OWNER OR OWNER'S REPRESENTATIVE MUST SIGN THIS FORM. THIS FORM WILL BE REJECTED IF SIGNED BY THE DESIGNATED AGENT.

By signing and submitting this form, I authorize the individual or business listed in Section 3 of this form to serve as the Designated Agent for the project identified above. I understand that as the owner of the building or facility listed in Section 1 of this form, I remain responsible for compliance with all requirements for this project set forth in Chapter 469, Texas Government Code, and Title 16, Chapter 68, Texas Administrative Code.

**The Honorable Jeff Branick**

Print Name

Owner's Signature



**County Judge**

Title

**4-30-24**  
Date



4/15/2024

TDLR #	TABS2024012550
JKA #	24-0233

Attn: Kenneth C Burns  
**Burns Architecture, LLC**  
 305 21st Street, Suite 100  
 Galveston, TX, 77550

Re: **Jefferson County Vehicle Search/Investigation Bldg**  
 Jefferson County Vehicle Search/Investigation Bldg  
 5030 Hwy 69 South,  
 Beaumont, TX 77705

**PLAN REVIEW - COMPLETED**

Dear Mr. Burns

The plan review is complete and the results are enclosed. A copy will be forwarded to the Texas Department of Licensing and Regulation. Should any deficiencies be noted, the referenced project may be eligible for inspection approval if constructed in accordance with the Texas Accessibility Standards. Items which are the responsibility of the owner should be referred to the appropriate person for action.

The building or facility owner must request an inspection no later than thirty (30) days after the completion of construction. If the completion date provided on the Project Registration Form is no longer correct, notify this office (in writing) of the revised completion date as soon as possible.

This determination is applicable only to ensuring compliance with Texas Government Code, Chapter 469 and does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other federal, state, or local requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

If the completion date provided on the Project Registration Form is no longer correct, the Owner should notify this office (in writing) of the revised completion date as soon as possible. For information relating to or to schedule the pending inspection, send inquiry to [inspection.request@johnsonkelley.com](mailto:inspection.request@johnsonkelley.com). Questions concerning the plan review or if you need to inquire about the inspection in person please email or call me directly.

If you have any questions concerning the results of the plan review, or the requirements of the Architectural Barriers Act, or if you are not the owner of record of this facility, contact the RAS indicated below.

Please reference the JKA number above and the TDLR assigned project number in all future correspondence with this office pertaining to this project.

Respectfully,

*Jeffery L Kelley*

Jeffery L Kelley RAS # 55 (Electronic Signature)  
 jkelley@johnsonkelley.com

**Enclosures:**

- Plan Review Cover and Worksheets

9 13 22 10 P 010 PR

Copy: T.D.L.R. File

Kenneth C Burns kburns@burns3.com ...  
 Anna Rodgers arodgers@burns3.com ...  
 ... ..

THE REVIEW OF THESE DOCUMENTS AS CONTRACT DOCUMENTS, BY THIS REGISTERED ACCESSIBILITY SPECIALIST (RAS) FOR THE TEXAS DEPARTMENT OF LICENSING AND REGULATION, AUSTIN, TEXAS, IS BASED ON A BEST EFFORTS ENDEAVOR FOLLOWING INSTRUCTION AND CERTIFICATION BY BOTH ICBO AND TDLR. THIS REVIEW IN NO WAY WARRANTS COMPLETE COMPLIANCE TO THE TEXAS ACCESSIBILITY STANDARDS. THE BUSINESS, THE PROFESSIONAL, HIS EMPLOYEES, ENGINEERS, AND CLIENT FOR WHOM THIS REVIEW IS MADE AGREES TO HOLD HARMLESS AND INDEMNIFY THE CONTRACT PROVIDER AND THE TEXAS DEPARTMENT OF LICENSING AND REGULATION FROM AND AGAINST ANY LIABILITY ARISING FROM THE PERFORMANCE OF THE WORK.



# Texas Department of Licensing and Regulation

## Architectural Barriers Project Details Page

Project #: TABS2024012550

Registration Date: 2/27/2024

<https://www.tdlr.texas.gov/TABS/Projects/TABS2024012550>

### PROJECT

**Project Name:** Jefferson County Vehicle Search/Investigation Bldg  
**Project Number:** TABS2024012550  
**Facility Name:** Jefferson County Vehicle Search/Investigation Bldg  
**Location Address:** 5030 Hwy 69 South  
 Beaumont, TX 77705  
**Location County:** Jefferson  
**Start Date:** 6/1/2024  
**Completion Date:** 5/31/2025  
**Estimated Cost:** \$700,000  
**Type of Work:** New Construction  
**Type of Funds:** This project involves public funds, public land, or is a Federally funded roadway project.  
**Scope of Work:** Renovation of the 4,839 s.f. former county morgue to create a new vehicle search/investigation building.  
**Square Footage:** 4,839 ft<sup>2</sup>  
**Are the private funds provided by the tenant?** No  
**Current Status:** Project Registered

### PERSON FILING FORM

**Contact Name:** Jeffery Kelley

### RAS

**RAS Name:** JEFFERY L,KELLEY  
**RAS #:** 55  
**RAS Address:** 780 N WATTERS RD STE 150  
 ALLEN, TX 75013  
**RAS Phone:** (972) 346-1869

### OWNER

**Owner Name:** Jefferson County  
**Owner Address:** 1149 Pearl Street  
 Beaumont, Texas 77701  
**Owner Phone:** (409) 835-8466  
**Contact Name:** The Honorable Jeff Branick - County Judge

### TENANT

Not Assigned

### DESIGN FIRM

**Design Firm Name:** Burns Architecture, LLC  
**Design Firm Address:** 305 21st Street Suite 100  
 Galveston, Texas 77550  
**Design Firm Phone:** 817-247-6640

Registered accessibility specialists (RAS) set and collect the fees for their services. Contact the RAS directly if you have questions about their performing plan review or inspection services.

In accordance with 16 TEX. ADMIN. CODE §68.52, the owner of a building or facility must obtain an inspection from a RAS no later than the first anniversary of the completion of construction. A request for inspection must be made by submitting a written request for inspection to the RAS no later than 30 calendar days after the completion of construction.





# Johnson Kelley Associates, Inc.

## PLAN REVIEW REPORT

Report Date	4/15/2024
EABPRJ #	TABS2024012550
JKA#	24-0233
Plans Received:	2/27/2024

The following report identifies deficiencies with the Texas Accessibility Standards (TAS). No response is required to this review, however, all items noted as "Unacceptable" should be addressed prior to inspection.

Plans Reviewed by:	RAS Name: Jeffery L Kelley	RAS #: 55
<b>Project Information</b>		
Project Name:	Jefferson County Vehicle Search/Investigation Bldg	
Facility Name:	Jefferson County Vehicle Search/Investigation Bldg	
Project Address:	5030 Hwy 69 South	Suite: City: Beaumont Zip: 77705
<b>Detailed description of construction activities:</b>		
Renovation of the 4,839 s.f. former county morgue to create a new vehicle search/investigation building.		
<b>Owner Information:</b>		
Name:	Jefferson County	
Address:	1149 Pearl Street	Suite:
City:	Beaumont	State: TX Zip: 77701
Type of Construction:	New Construction	

### 2012 Texas Accessibility Standards (2012 TAS)

Elimination of Architectural Barriers Texas Government Code, Chapter 469, Effective March 15, 2012

#### 201 Application

201.1 Scope. All areas of newly designed and newly constructed buildings and facilities and altered portions of existing buildings and facilities shall comply with these requirements.

These standards apply to fixed or built-in elements of buildings, structures, site improvements, and pedestrian routes or vehicular ways located on a site. Unless specifically stated otherwise, advisory notes and figures explain or illustrate the requirements of the standards; they do not establish enforceable requirements.

201.2 Application Based on Building or Facility Use. Where a site, building, facility, room, or space contains more than one use, each portion shall comply with the applicable requirements for that use.

201.3 Temporary and Permanent Structures. These requirements shall apply to temporary and permanent buildings and facilities.

Refer to the attached Plan Review Report Worksheet(s) for additional project requirements.

5.12.17 DDP 011a PR RC-NEW

THE REVIEW OF THESE DOCUMENTS AS CONTRACT DOCUMENTS, BY THIS REGISTERED ACCESSIBILITY SPECIALIST (RAS) FOR THE TEXAS DEPARTMENT OF LICENSING AND REGULATION, AUSTIN, TEXAS, IS BASED ON A BEST EFFORTS ENDEAVOR FOLLOWING INSTRUCTION AND CERTIFICATION BY BOTH ICBO AND TDLR. THIS REVIEW IN NO WAY WARRANTS COMPLETE COMPLIANCE TO THE TEXAS ACCESSIBILITY STANDARDS, THE BUSINESS, THE PROFESSIONAL, HIS EMPLOYEES, ENGINEERS, AND CLIENT FOR WHOM THIS REVIEW IS MADE AGREES TO HOLD HARMLESS AND INDEMNIFY THE CONTRACT PROVIDER AND THE TEXAS DEPARTMENT OF LICENSING AND REGULATION FROM AND AGAINST ANY LIABILITY ARISING FROM THE PERFORMANCE OF THE WORK.

**PLAN REVIEW REPORT**TABS2024012550  
JKA #24-0233

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The most apparent violations may be cited below; however, the omission of a section or citation in any section is not intended to imply that the section is approved. Final approval with applicable provisions of the Texas Accessibility Standards (TAS) will be assessed at the time of the post-construction inspection.

**Complete technical requirements can be found at:**

<https://www.tdlr.texas.gov/ab/abtas.htm>

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**2012 TEXAS ACCESSIBILITY STANDARDS****Accessible Elements and Spaces: Scope and Technical Requirements.****Ensure compliance for the following:**

**Although compliance is most likely indicated on the documents submitted, we often find issues with these elements when performing the post construction inspection.**

**307 Protruding Objects**

**Compliance is required at shelves, paper towel dispensers, hand dryers, sconce lights, wall, or ceiling mounted TVs, etc.**

307.1 General. Protruding objects shall comply with 307.

**404 Doors, Doorways, and Gates**

**404.2.7 Door and Gate Hardware.** Handles, pulls, latches, locks, and other operable parts on doors and gates shall comply with 309.4. Operable parts of such hardware shall be 34 inches (865 mm) minimum and 48 inches (1220 mm) maximum above the finish floor or ground. Where sliding doors are in the fully open position, operating hardware shall be exposed and usable from both sides.

**404.2.8 Closing Speed.** Door and gate closing speed shall comply with 404.2.8.

**404.2.8.1 Door Closers and Gate Closers.** Door closers and gate closers shall be adjusted so that from an open position of 90 degrees, the time required to move the door to a position of 12 degrees from the latch is 5 seconds minimum.

**404.2.9 Door and Gate Opening Force.** Fire doors shall have a minimum opening force allowable by the appropriate administrative authority. The force for pushing or pulling open a door or gate other than fire doors shall be as follows:

1. Interior hinged doors and gates: 5 pounds (22.2 N) maximum.

These forces do not apply to the force required to retract latch bolts or disengage other devices that hold the door or gate in a closed position.

**404.2.10 Door and Gate Surfaces.** Swinging door and gate surfaces within 10 inches (255 mm) of the finish floor or ground measured vertically shall have a smooth surface on the push side extending the full width of the door or gate. Parts creating horizontal or vertical joints in these surfaces shall be within 1/16 inch (1.6 mm) of the same plane as the other. Cavities created by added kick plates shall be capped.

**PLAN REVIEW REPORT**

TABS2024012550  
JKA #24-0233

**608 Shower Compartments**

**608.1 General.** Shower compartments shall comply with 608.

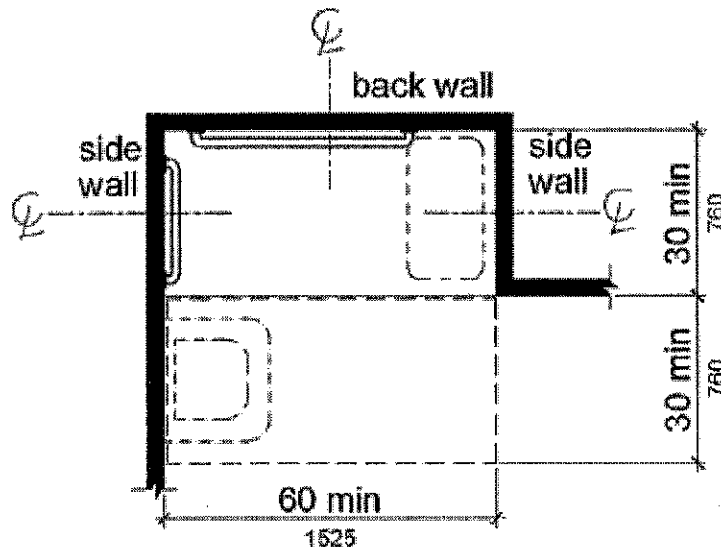
**Advisory 608.1 General.** Shower stalls that are 60 inches (1525 mm) wide and have no curb may increase the usability of a bathroom because the shower area provides additional maneuvering space.

**608.2 Size and Clearances for Shower Compartments.** Shower compartments shall have sizes and clearances complying with 608.2.

**608.2.2 Standard Roll-In Type Shower Compartments.** Standard roll-in type shower compartments shall be 30 inches (760 mm) wide minimum by 60 inches (1525 mm) deep minimum clear inside dimensions measured at center points of opposing sides and shall have a 60 inches (1525 mm) wide minimum entry on the face of the shower compartment.

**608.2.2.1 Clearance.** A 30 inch (760 mm) wide minimum by 60 inch (1525 mm) long minimum clearance shall be provided adjacent to the open face of the shower compartment.

**EXCEPTION:** A lavatory complying with 606 shall be permitted on one 30 inch (760 mm) wide minimum side of the clearance provided that it is not on the side of the clearance adjacent to the controls or, where provided, not on the side of the clearance adjacent to the shower seat.



Note: inside finished dimensions measured at the center points of opposing sides

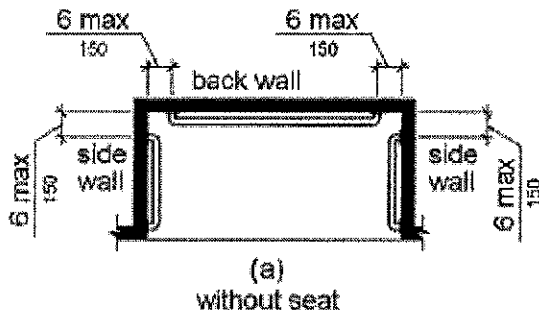
**Figure 608.2.2 Standard Roll-In Type Shower Compartment Size and Clearance**

**608.3 Grab Bars.** Grab bars shall comply with 609 and shall be provided in accordance with 608.3. Where multiple grab bars are used, required horizontal grab bars shall be installed at the same height above the finish floor.

**608.3.2 Standard Roll-In Type Shower Compartments.** Where a seat is provided in standard roll-in type shower compartments, grab bars shall be provided on the back wall and the side wall opposite the seat. Grab bars shall not be provided above the seat. Where a seat is not provided in standard roll-in type shower compartments, grab bars shall be provided on three walls. Grab bars shall be installed 6 inches (150 mm) maximum from adjacent walls.

**PLAN REVIEW REPORT**

TABS2024012550  
JKA #24-0233

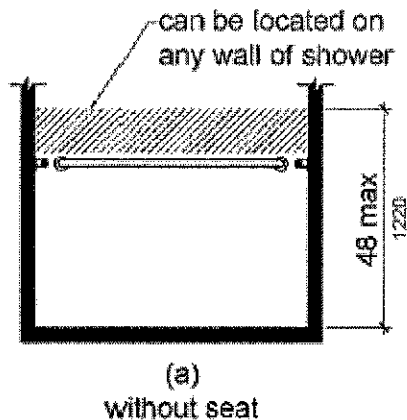


**Figure 608.3.2 Grab Bars for Standard Roll-In Type Showers**

**608.5 Controls.** Controls, faucets, and shower spray units shall comply with 309.4.

**608.5.2 Standard Roll-In Type Shower Compartments.** In standard roll-in type shower compartments, the controls, faucets, and shower spray unit shall be located above the grab bar, but no higher than 48 inches (1220 mm) above the shower floor. Where a seat is provided, the controls, faucets, and shower spray unit shall be installed on the back wall adjacent to the seat wall and shall be located 27 inches (685 mm) maximum from the seat wall.

**Advisory 608.5.2 Standard Roll-in Type Shower Compartments.** In standard roll-in type showers without seats, the shower head and operable parts can be located on any of the three walls of the shower without adversely affecting accessibility.



**Figure 608.5.2 Standard Roll-In Type Shower Compartment Control Location**

**608.6 Shower Spray Unit and Water.** A shower spray unit with a hose 59 inches (1500 mm) long minimum that can be used both as a fixed-position shower head and as a hand-held shower shall be provided. The shower spray unit shall have an on/off control with a non-positive shut-off. If an adjustable-height shower head on a vertical bar is used, the bar shall be installed so as not to obstruct the use of grab bars. Shower spray units shall deliver water that is 120°F (49°C) maximum. **EXCEPTION:** A fixed shower head located at 48 inches (1220 mm) maximum above the shower finish floor shall be permitted instead of a hand-held spray unit in facilities that are not medical care facilities, long-term care facilities, transient lodging guest rooms, or residential dwelling units.

**Advisory 608.6 Shower Spray Unit and Water.** Ensure that hand-held shower spray units are capable of delivering water pressure substantially equivalent to fixed shower heads.

**PLAN REVIEW REPORT**

TABS2024012550  
JKA #24-0233

**608.7 Thresholds.** Thresholds in roll-in type shower compartments shall be 1/2 inch (13 mm) high maximum in accordance with 303. In transfer type shower compartments, thresholds 1/2 inch (13 mm) high maximum shall be beveled, rounded, or vertical.

**608.8 Shower Enclosures.** Enclosures for shower compartments shall not obstruct controls, faucets, and shower spray units or obstruct transfer from wheelchairs onto shower seats.

**703 Signs**

**New permanent room signs and signs at restrooms that serve the alteration must comply.**

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**Although beyond this project's scope, compliance for the following existing elements, if applicable, will be required at the time of this project's post-construction inspection:**

**TAS 202.4 safe harbor 1994 compliance:**

**202.4 Alterations Affecting Primary Function Areas.** In addition to the requirements of 202.3, an alteration that affects or could affect the usability of or access to an area containing a primary function shall be made so as to ensure that, to the maximum extent feasible, the path of travel to the altered area, including the *parking areas*, rest rooms, telephones, and drinking fountains serving the altered area, are readily accessible to and usable by individuals with disabilities, unless such alterations are disproportionate to the overall alterations in terms of cost and scope. *For purposes of ensuring compliance with requirements of Texas Government Code, Chapter 469, all determinations of maximum extent feasible and disproportionality are made by the Department in accordance with the variance procedures contained in Chapter 68, Texas Administrative Code. If elements of a path of travel at a subject building or facility that have been previously constructed or altered in accordance with the April 1, 1994 Texas Accessibility Standards (TAS) they will enjoy safe harbor and are not required to be retrofitted to reflect the incremental changes in the 2012 TAS solely because of an alteration to a primary function area served by that path of travel. Those elements would be subject to compliance with the 2012 TAS only when the elements of a path of travel are being altered.*

**Reference below for safe harbor 1994 TAS compliance or meet 2012 TAS requirements if not fully compliant under the safe harbor provision.**

<b>1994 TAS</b>	<b>2012 TAS</b>
<b>4.3 Accessible Route</b> <b>Compliance is required from accessible parking that serves the alteration.</b>	<b>402 Accessible Route</b>
<b>4.6 Parking</b> <b>Compliance is required at accessible parking that serves the alteration.</b>	<b>502 Parking</b>
<b>4.15 Drinking Fountains</b> <b>Compliance is required at each existing and or renovated that serves the alteration.</b>	<b>602 Drinking Fountains</b>
<b>4.22 Toilet Rooms</b> <b>Compliance is required at each existing and or renovated that serves the alteration.</b>	<b>603 Toilet Rooms</b>

---

**End of Report**


Jefferson County



Precinct Four

Everette "Bo" Alfred  
CommissionerP.O. Box 4025  
Beaumont, Texas 77704-4025  
409-835-8443 phone  
[www.co.jefferson.tx.us/prct4/index.html](http://www.co.jefferson.tx.us/prct4/index.html)**MEMO**

TO: Ms. Fran Lee, Auditor

FROM: Commissioner Everette Alfred 

DATE: April 3, 2024

RE: **Transfer Funds – Out of - Series**

---

Please make the following transfer as indicated. Thank you.

Transfer **\$5,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-08 (Automobiles and Trucks); and

Transfer **\$10,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs.

EA/nr



## Jefferson County

Public Health Department  
 Ezea D. Ede, M.D.  
 County Health Authority

### MEMORANDUM

**Date:** April 19, 2024  
**To:** Fran Lee, County Auditor  
**Cc:** file  
**From:** Candice Ford, Administrative Operations Manager  
**RE:** Transfer Funds

---

Due to the increase cost of the transportation vans we are requesting the following transfers:

From:

120-5074-441.60-02	Computer Equipment	\$120.00
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To:

120-5074-441.60-07	Automobiles	\$120.00
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From:

120-5075-441.60-02	Computer Equipment	\$120.00
--------------------	--------------------	----------

To:

120-5075-441.60-07	Automobiles	\$120.00
--------------------	-------------	----------

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Thank you for presenting this request to the Commissioners Court for approval.

Candice Ford  
 Administrative Operations Manager

Unit I- 1295 Pearl Street – Beaumont, TX 77701  
 (409) 835-8530 – Facsimile (409) 839-2353  
 Unit II- 800 4<sup>th</sup> Street – Port Arthur, TX 77640  
 (409) 983-8380 – Facsimile (409) 983-8378

To: Fran Lee / Auditing Department  
From: Greg Keller / Maintenance Department  
Date: April 22, 2024  
Subject: Budget Transfer

We are requesting that you Transfer \$5,230.00 from Acct #120-6083-416-10-36 (Painter) and put into Acct # 120-6083-416-60-03 (Capital Outlay- Building-Courthouse). This is for new washer & dryer for Lasalle Jail. This will help us thru remainder of budget year '24-25'. If you have any questions please call ext. 8511.

Thank you,

GK/pa





# SALES AGREEMENT: SQ171609

2510 National Dr Garland, TX 75041 (800) 321-7268

Connor Chaplin \* \* cchaplin@scott-equipment.com

**Bill-To:** SEIC005766  
JEFFERSON COUNTY AUDITORS OFF.  
1149 PEARL STREET, 7th FL.  
Beaumont, TX 77701

**Ship-To:** 001  
JEFFERSON COUNTY SHERIFF DEPT  
1149 PEARL ST.  
Beaumont, TX 77701

<b>Date:</b>	4/11/2024
<b>Requested By:</b>	Mistey Reeves
<b>E-Mail:</b>	
<b>Phone:</b>	(409) 835-8593
<b>Mobile:</b>	
<b>Billing Terms:</b>	Payment 0 days after invoice date
<b>Customer PO:</b>	
<b>Expiration:</b>	5/11/2024

Product No.	Description	Quantity	Unit Price	Ext. Price
DX-9998-110-001	WS0975XA-12EO3X-SSKCS-USX DEXTER O-SERIES 60LB SOFTMOUNT WASHER EXTRACTOR 400g EXTRACT STAINLESS FRONT, SIDE, TOP AND TUB, 100 PROGRAMS STAINLESS FRONT, SIDE, TOP AND TUB, 100 PROGRAMS 10 POINT CHEMICAL INJECTION 208/240 1 OR 3 PHASE #10 WIRE/30AMP BREAKER/15 RUNNING AMPS	1 EA	14,880.00	14,880.00
DX-9732-361-001	DEXTER SOFT MOUNT LEG KIT	1 EA	200.00	200.00
CG-KT075EFN0RLH6W00	CONTINENTAL PROSERIES II 75-LB ELECTRIC DRYER, 480V	1 EA	7,300.00	7,300.00
SAL-FREIGHT	Sales-Freight in from factory	1 EA	1,000.00	1,000.00
INS-OPL	Install-OPL Dexter Washer Parts Warranty - 3 YEARS ON ALL PARTS - 10 YEARS ON FRAME, SHAFT, CYLINDER, - SEALS, BEARINGS AND BEARING HOUSING. Continental Dryer Parts Warranty-5 Year CONTINENTAL DRYER PARTS WARRANTY: THREE YEARS ON ALL PARTS ON COMPLETE DRYER	1 EA	4,000.00	4,000.00
			<b>Subtotal</b>	<b>27,380.00</b>
			Sales Tax	0.00
			<b>Total</b>	<b>\$27,380.00</b>

### PURCHASER ACKNOWLEDGMENT:

Purchaser Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Scott Equipment LLC

By: \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

*By signing above, purchaser agrees on behalf itself and the entity it represents, (collectively, the "Purchaser") to this Sales Agreement and the Terms and Conditions of Sales attached hereto and incorporated herein by reference, and a copy of which are located on Seller's website.*

\*Credit terms are subject to change based on credit approval.  
 Invoices not paid by due date will incur a monthly 1.5% Finance Charge. Pricing included hereon includes a discount for payment by cash or check. If you would like to use a credit card, a 3% convenience fee will be assessed for amounts that exceed \$3,000.  
**THE GOODS SET FORTH HEREIN ARE SPECIAL ORDER AND ARE NON-CANCELABLE.**

5,230.00

# **JEFFERSON COUNTY, TEXAS**

## **SINGLE AUDIT REPORT**

**For the Fiscal Year Ended  
September 30, 2023**



**JEFFERSON COUNTY, TEXAS**

SINGLE AUDIT REPORT

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SEPTEMBER 30, 2023

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Honorable County Judge  
And Commissioners' Court  
Jefferson County, Texas

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas (the "County"), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated March 21, 2024.

***Report on Internal Control over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

***Report on Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas  
March 21, 2024

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT  
ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE**

Honorable County Judge  
And Commissioners' Court  
Jefferson County, Texas

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited Jefferson County, Texas' (the "County") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended September 30, 2023. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the County complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2023.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the County's compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the County's federal programs.



### ***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards* and the Uniform Guidance always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### **Report on Internal Control Over Compliance**

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal or state program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

**Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the County as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our report thereon, dated March 21, 2024, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

*Pattillo, Brown & Hill, L.L.P.*

Waco, Texas  
March 21, 2024

## JEFFERSON COUNTY, TEXAS

## SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Grantor/Pass-through Grantor/ Program Title	Assistance Listing Number	Grantor's ID Number	Expenditures	Pass Through Expenditures
<b><u>FEDERAL PROGRAMS</u></b>				
<b><u>U.S. Department of Commerce</u></b>				
Direct Programs:				
Hurricane Harvey Disaster Grants	11.022	NA19NMF022006	\$ 692,451	\$ -
Total Direct Programs			<u>692,451</u>	<u>-</u>
Total U.S. Department of Commerce			<u>692,451</u>	<u>-</u>
<b><u>U.S. Department of Agriculture</u></b>				
Passed through the Texas Department of Agriculture:				
Summer Food Service Program (Child Nutrition Cluster)	10.559	NT4XL1YGLGCS	11,553	-
Total Passed through the Texas Department of Agriculture			<u>11,553</u>	<u>-</u>
Total U.S. Department of Agriculture			<u>11,553</u>	<u>-</u>
<b><u>U.S. Department of Housing and Urban Development</u></b>				
Passed through the Texas Department of Agriculture:				
Cheek Step Sewer Improvement #6	14.228	TDCP - 7218240	53,442	-
Total Passed through the Texas Department of Agriculture			<u>53,442</u>	<u>-</u>
Passed through the Texas General Land Office:				
Community Development Block Grant/States Program - Harvey Infrastructure	14.228	20-065-121-C408	590,779	-
Total Passed through the Texas General Land Office			<u>590,779</u>	<u>-</u>
Total U.S. Department of Housing and Urban Development			<u>644,221</u>	<u>-</u>
<b><u>U.S. Department of the Interior</u></b>				
Passed through the Texas Historical Commission				
Emergency Supplemental Historic Preservation Fund	15.957	TX-02-10026	36,444	-
Total Passed through the Texas Historical Commission			<u>36,444</u>	<u>-</u>
Total U.S. Department of the Interior			<u>36,444</u>	<u>-</u>
<b><u>U.S. Department of Justice</u></b>				
Passed through the Office of the Governor, Criminal Justice Division:				
Crime Victim Assistance - Crime Victim's Clearinghouse	16.575	21032-11	93,623	-
Violence Against Women Formula Grants	16.588	13466-25	41,437	-
Total Passed through the Office of the Governor, Criminal Justice Division			<u>135,060</u>	<u>-</u>
Passed through the City of Beaumont:				
Edward Byrne Memorial Formula Grant Program	16.738	15-PBJA-22-GG-02129-JAGX	19,886	-
Total Passed through the City of Beaumont			<u>19,886</u>	<u>-</u>
Direct Programs:				
State Criminal Alien Assistance Program (SCAAP)	16.606	15PBJA-21-RR-04970-SCAA	48,004	-
State Criminal Alien Assistance Program (SCAAP)	16.606	15PBJA-22-RR-05167-SCAA	52,898	-
Coverdell Forensic Science Improvement	16.742	44061-01	35,993	-
Equitable Sharing Funds	16.922	N/A	115,095	-
Total Direct Programs			<u>251,990</u>	<u>-</u>
Total U.S. Department of Justice			<u>406,936</u>	<u>-</u>
<b><u>U.S. Department of Transportation</u></b>				
Passed through Federal Aviation Administration:				
COVID-19 Airport Improvement Program	20.106	3-48-0018-037-2020	5,273,356	-
Taxiway Alpha Rehabilitation & Realignment	20.106	3-48-0018-035-2020	33,630	-
Taxiway Alpha Rehabilitation & Realignment	20.106	3-48-0018-039-2022	2,831,488	-
Taxiway Alpha Rehabilitation & Realignment	20.106	3-48-0018-040-2022	916,963	-
Airport Master Plan Update	20.106	3-48-0018-036-2020	93,323	-
Fuel Farm Repairs	20.106	3-48-0018-041-2023	206,297	-
Total Passed through Federal Aviation Administration			<u>9,355,057</u>	<u>-</u>
Passed through the Texas Department of Transportation:				
Highway Planning and Construction	20.205	N/A	458,702	-
Step Impaired Driver Mobilization (Highway Safety Cluster)	20.600	2023-Jeffersoncoso-S-1YG-00091	15,356	-
Total Passed Through the Texas Department of Transportation			<u>474,058</u>	<u>-</u>
Total U.S. Department of Transportation			<u>9,829,115</u>	<u>-</u>

## JEFFERSON COUNTY, TEXAS

## SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

Grantor/Pass-through Grantor/ Program Title	Assistance Listing Number	Grantor's ID Number	Expenditures	Pass Through Expenditures
<b><u>U.S. Department Of Treasury</u></b>				
Direct Programs:				
Equitable Sharing Funds	21.016	N/A	\$ 197,797	\$ -
COVID-19 Emergency Rental Assistance	21.023	ERA2-8828	2,706,554	2,706,554
COVID-19 American Recovery Funds	21.027	SLT-0883	4,784,350	566,205
Total Direct Programs			<u>7,688,701</u>	<u>3,272,759</u>
Total U.S. Department Of Treasury			<u>7,688,701</u>	<u>3,272,759</u>
<b><u>U.S. Election Assistance Commission</u></b>				
Passed through the Texas Secretary of State:				
COVID-19 HAVA Security	90.404	TX20101CARES-123	500	-
Total Passed Through Texas Secretary of State			<u>500</u>	<u>-</u>
Total U.S. Election Assistance Commission			<u>500</u>	<u>-</u>
<b><u>U.S. Department of Health &amp; Human Services</u></b>				
Passed through Food and Drug Administration:				
NEHA Grant	93.103	G-OATR-202210-02800	5,474	-
NEHA Grant	93.103	G-OAME-202210-02808	1,194	-
NEHA Grant	93.103	G-BDEV2-202209-02475	1,277	-
Total Passed Through Food and Drug Administration			<u>7,945</u>	<u>-</u>
Passed through the Texas Department of Family & Protective Services:				
COVID-19 Health Disparities Grant	93.391	HHS001057600027	47,498	-
Child Welfare Services	93.658	HHS000285000032	16,104	-
Legal Services	93.658	HHS000285100022	128,998	-
Total Passed Through Texas Department of Family & Protective Services			<u>192,600</u>	<u>-</u>
Total U.S. Department of Health & Human Services			<u>200,545</u>	<u>-</u>
<b><u>Office of the National Drug Control Policy</u></b>				
Direct Program:				
High Intensity Drug Trafficking Area Program	95.001	G22HN0029A	9,163	-
Total Direct Program			<u>9,163</u>	<u>-</u>
Total Office of the National Drug Control Policy			<u>9,163</u>	<u>-</u>
<b><u>U.S. Department of Homeland Security</u></b>				
Direct Programs:				
2020 Port Security Grant	97.056	EMW-2022-PU-00335	37,800	-
2021 Port Security Grant	97.056	EMW-2021-PU-00238	193,461	-
Total Direct Programs			<u>231,261</u>	<u>-</u>
Passed through the Texas Office of the Governor:				
Homeland Security Grant Program - LETPA Sustaining	97.067	44391-01	22,158	-
Homeland Security Grant Program - LETPA Security	97.067	44497-01	12,863	-
Total Passed Through Texas Office of the Governor			<u>35,021</u>	<u>-</u>
Passed through the Texas Division of Emergency Management:				
COVID-19 Disaster Grants - Public Assistance	97.036	N/A	30,773	-
Total Passed Through Texas Division of Emergency Management			<u>30,773</u>	<u>-</u>
Total U.S. Department of Homeland Security			<u>297,055</u>	<u>-</u>
Total Expenditures of Federal Awards			<u>\$ 19,816,684</u>	<u>\$ 3,272,759</u>

**JEFFERSON COUNTY, TEXAS****NOTES TO SCHEDULE OF EXPENDITURES  
OF FEDERAL AWARDS****SEPTEMBER 30, 2023**

1. Special Revenue Funds are used to account for resources restricted to, or designated for, specific purposes by a grantor. Capital Projects Funds are used to account for all resources used for the acquisition or construction of capital facilities. Federal and state financial assistance generally is accounted for in a Special Revenue Fund, Capital Projects Funds, Enterprise Funds or the General Fund. Accounting standards allow grants used for the construction or acquisition of capital assets to be accounted for in the Capital Projects Funds. Generally, unused balances are returned to the grantor at the close of specified project periods.
2. The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The governmental fund types and private purpose trust fund types are accounted for using a current financial resources measurement focus. Most federal grant funds were accounted for in the Special Revenue Funds, Capital Projects Funds, or the General Fund, components of the governmental fund type. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

The modified accrual basis of accounting is used for the governmental funds. This basis of accounting recognizes revenue in the accounting period in which they become susceptible to accrual, i.e., both measurable and available, and expenditures in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on general long-term debt, which is recognized when due, and certain compensated absences and claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources. The County also accounts for grants in its enterprise funds. The accrual basis of accounting is used for enterprise funds.

Federal grant funds are considered to be earned to the extent of expenditures made under the provisions of the grant, and, accordingly, when such funds are received, they are recorded as unearned revenues until earned.

3. The period of availability for federal grant funds for the purpose of liquidation of outstanding obligations made on or before the ending date of the federal project period, extended 30 days beyond the federal project period ending date, in accordance with provisions in Section H.
4. The County did not elect to apply the 10% de minimis indirect cost rate.

## JEFFERSON COUNTY, TEXAS

## SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

**Summary of Auditor's Results**

## Financial Statements:

Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	None

## Federal Awards:

Internal control over major programs:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None reported
Type of auditors' report issued on compliance for major programs	Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 200.516(a) of Uniform Guidance	None
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## Identification of major programs:

<u>Assistance Listing Number(s)</u>	<u>Name of Federal/State Program or Cluster:</u>
20.106	Airport Improvement Program
21.023	Emergency Rental Assistance Program
21.027	Coronavirus State and Local Fiscal Recovery Funds - (COVID-19)

Dollar threshold used to distinguish between type A and type B federal and state programs	\$750,000
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Auditee qualified as low-risk auditee for federal single audit?	Yes
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**Findings Relating to the Financial Statements Which Are Required to be Reported in Accordance With Generally Accepted Government Auditing Standards**

None

**Findings and Questioned Costs for Federal or State Awards**

None



SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
FOR THE YEAR ENDED SEPTEMBER 30, 2023

None

**JEFFERSON COUNTY, TEXAS**

**Independent Auditor's Report on Compliance With  
Requirements Applicable to the Passenger Facility Charge  
Program and on Internal Control Over Compliance**

**Schedule of Expenditures  
of Passenger Facility Charges**

**September 30, 2023**





**JEFFERSON COUNTY, TEXAS**

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SEPTEMBER 30, 2023

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Honorable County Judge  
and Commissioners Court  
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise Jefferson County, Texas' basic financial statements, and have issued our report thereon dated March 21, 2024.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Jefferson County, Texas' internal control over financial reporting (internal control) as a basis for determining the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Jefferson County, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of Jefferson County, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Jefferson County, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Jefferson County, Texas' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas  
March 21, 2024

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH  
REQUIREMENTS APPLICABLE TO THE PASSENGER FACILITY  
CHARGE PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE**

Honorable County Judge  
And Commissioners' Court  
Jefferson County, Texas

**Report on Compliance for the Passenger Facility Charge Program**

***Opinion***

We have audited the compliance of Jefferson County, Texas with the compliance requirements described in the Passenger Facility Charge Audit Guide for Public Agencies, issued by the Federal Aviation Administration (Guide), for its passenger facility charge program for the year ended September 30, 2023. Compliance with the requirements of laws and regulations applicable to its passenger facility charge program is the responsibility of Jefferson County, Texas' management. Our responsibility is to express an opinion on Jefferson County, Texas' compliance based on our audit.

In our opinion, Jefferson County, Texas, complied, in all material respects, with the requirements referred to above that are applicable to its passenger facility charge program for the year ended September 30, 2023.

***Basis for Opinion***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the PFC Audit Guide. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Jefferson County, Texas and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the passenger facility charge program. Our audit does not provide a legal determination of Jefferson County, Texas' compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to Jefferson County, Texas' passenger facility charge program.

### **Auditor's Responsibilities for the Audit of Compliance**

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Jefferson County, Texas' compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the PFC Audit Guide will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Jefferson County, Texas' compliance with the requirements of the passenger facility charge program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the PFC Audit Guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Jefferson County, Texas' compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Jefferson County, Texas' internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the PFC Audit Guide, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### **Report on Internal Control Over Compliance**

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of the passenger facility charge program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of the passenger facility charge program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of the passenger facility charge program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the PFC Audit Guide. Accordingly, this report is not suitable for any other purpose.

**Report on Schedule of Expenditures of Passenger Facility Charges**

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise Jefferson County, Texas' basic financial statements. We issued our report thereon, dated March 21, 2024, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of passenger facility charges is presented for purposes of additional analysis as required by the PFC Audit Guide and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of passenger facility charges is fairly stated in all material respects in relation to the basic financial statements as a whole.

This report is intended solely for the information and use of the Commissioners Court, management and the Federal Aviation Administration and is not intended to be and should not be used by anyone other than these specified parties.

*Pattillo, Brown & Hill, L.L.P.*

Waco, Texas  
March 21, 2024



**JEFFERSON COUNTY, TEXAS**  
**PASSENGER FACILITY CHARGES AUDIT SUMMARY**  
**YEAR ENDED SEPTEMBER 30, 2023**

1. Type of report issued on PFC financial statements	✓	Unqualified	Qualified
2. Type of report on PFC compliance	✓	Unqualified	Qualified
3. Quarterly Revenue and Disbursements reconcile with submitted quarterly reports.	✓	Yes	No
4. PFC Revenue and Interest is accurately reported on FAA Form 5100-127.	✓	Yes	No
5. The Public Agency maintains a separate financial accounting record for each application.	✓	Yes	No
6. Funds disbursed were for PFC eligible items as identified in the FAA Decision to pay only for the allowable costs of the projects.	✓	Yes	No
7. Monthly carrier receipts were reconciled with quarterly carrier reports.	✓	Yes	No
8. PFC revenues were maintained in a separate interest-bearing capital account or commingled only with other interest-bearing airport capital funds.	✓	Yes	No
9. Serving carriers were notified of PFC program actions/changes approved by the FAA.	✓	Yes	No
10. Quarterly Reports were transmitted (or available via website) to remitting carriers.	✓	Yes	No
11. The Public Agency is in compliance with Assurances 5, 6, 7 and 8.	✓	Yes	No
12. Project administration is carried out in accordance with Assurance 10.	✓	Yes	No
13. For those public agencies with excess revenue, a plan for the use of this revenue has been submitted to the FAA for review and concurrence.	✓	Yes N/A	No

**JEFFERSON COUNTY, TEXAS**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED SEPTEMBER 30, 2023

**Findings and Questioned Costs**

None

**JEFFERSON COUNTY, TEXAS**  
**REVENUE AND DISBURSEMENT SCHEDULE**  
**OF PASSENGER FACILITY CHARGES**

YEAR ENDED SEPTEMBER 30, 2023

	Fiscal Year 2022 Program Total	Quarter 1 October - December	Quarter 2 January - March	Quarter 3 April - June	Quarter 4 July - September	Fiscal Year 2023 Total	Fiscal Year 2023 Program Total
<b>Revenue</b>							
Passenger Facility Collections	\$ 1,744,563	\$ 27,924	\$ 32,378	\$ 32,073	\$ 35,790	\$ 128,165	\$ 1,872,728
Interest	<u>35,483</u>	<u>4,160</u>	<u>5,149</u>	<u>6,226</u>	<u>7,199</u>	<u>22,734</u>	<u>58,217</u>
	<u>1,780,046</u>	<u>32,084</u>	<u>37,527</u>	<u>38,299</u>	<u>42,989</u>	<u>150,899</u>	<u>1,930,945</u>
<b>Application 07-06-C-00-CBPT</b>							
I - Airfield Equipment	36,317	-	-	-	-	-	36,317
II - Apron "F" Rehabilitation	28,746	-	-	-	-	-	28,746
III - Airfield Pavement Joint Rehab	9,458	-	-	-	-	-	9,458
IV - Runway 12/30 Rehab	14,751	-	-	-	-	-	14,751
V - Airfield Drainage Improvements	9,228	-	-	-	-	-	9,228
VI - Airfield Electrical Upgrades	-	-	-	-	-	-	-
VII - Administrative Costs	25,675	-	-	-	-	-	25,675
VIII - Pavement Maintenance Plan	<u>5,717</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,717</u>
	<u>129,892</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>129,892</u>
<b>Application 11-07-C-00-CBPT</b>							
I - Planning - Road, WHA, Geom	16,537	-	-	-	-	-	16,537
II - Apron Rehab - Phase I	29,528	-	-	-	-	-	29,528
III - Airfield Sweeper	10,431	-	-	-	-	-	10,431
V - Airfield Pavement Marking	205,368	-	-	-	-	-	205,368
VI - AOA Security Improvement	44,713	-	-	-	-	-	44,713
VII - Apron Rehab - Phase II	129,484	-	-	-	-	-	129,484
VIII - Administrative Costs	<u>29,828</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>29,828</u>
	<u>465,889</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>465,889</u>
<b>Application 18-08-C-00-BPT</b>							
I - Runway 12-30 Design and Recon	376,752	-	-	-	-	-	376,752
II - 2015 PFC Application and Admin Cost	19,000	-	-	-	-	-	19,000
III - Taxiway D- Design and Recon	262,624	-	-	-	-	-	262,624
IV - Update Airport Master Plan	15,900	-	-	-	-	-	15,900
V - Runway Safety Area	16,391	-	-	-	-	-	16,391
VI - Runway 16-34 Rehab	31,267	-	-	-	-	-	31,267
VII - ARFF Equipment	<u>22,698</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>22,698</u>
	<u>744,632</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>744,632</u>
<b>Total Disbursements</b>	<u>1,340,413</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,340,413</u>
<b>Excess (Deficiency)</b>	<u>\$ 439,633</u>	<u>\$ 32,084</u>	<u>\$ 37,527</u>	<u>\$ 38,299</u>	<u>\$ 42,989</u>	<u>\$ 150,899</u>	<u>\$ 590,532</u>

See accompanying note to Schedule of Expenditures of Passenger Facility Charges.

**JEFFERSON COUNTY, TEXAS****NOTE TO SCHEDULE OF EXPENDITURES  
OF PASSENGER FACILITY CHARGES**

YEAR ENDED SEPTEMBER 30, 2023

**BASIS OF PRESENTATION**

The accompanying Schedule of Expenditures of Passenger Facility Charges includes the Passenger Facility Charge (PFC) activity of the Southeast Texas Regional Airport of Jefferson County, Texas, (the County). The information in this schedule is presented in accordance with the requirements of 14 Code of Federal Regulations Part 158.67 and the Passenger Facility Charge Audit Guide for Public Agencies issued by the Federal Aviation Administration. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

The County reports expenditures on the Schedule of Expenditures of Passenger Facility Charges collected and expended as reimbursements (to the extent of PFC's actually collected) of costs incurred by the County during the current and prior fiscal years.

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JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending March 31, 2024



Fran Lee - County Auditor

FRAN LEE  
COUNTY AUDITOR  
(409) 835-8500



1149 PEARL ST. – 7<sup>TH</sup> FLOOR  
BEAUMONT, TEXAS 77701

April 22, 2024

Honorable Commissioners Court:  
Judge Jeff R. Branick  
Commissioner William “Eddie” Arnold  
Commissioner Cary Erickson  
Commissioner Michael “Shane” Sinegal  
Commissioner Everette “Bo” Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of March 31, 2024, together with the results of operations of the budget for the sixth period then ended.

**Revenue:**

Total budgeted revenue collected for the six months ending March 31, 2024 is \$130,916,682. Budgeted Revenues are \$159,150,047 leaving \$28,233,365 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

**Property Taxes:**

Property tax collections are \$105,173,199 for the first six months of the year. This amount represents 95% of the budgeted amount of \$110,285,337.

**Sales Taxes:**

Forty-three percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$31,800,000.

Page Two

**Licenses & Permits:**

Forty-four percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$409,800 for the year.

**Intergovernmental:**

Twenty-seven percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,442,000.

**Fees:**

Forty-eight percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$11,241,410 for the year.

**Fines and Forfeitures:**

Fifty-two percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,400,000.

**Interest:**

Revenue from Interest has exceeded the budgeted amount of \$2,541,500 by \$2,996,844.

**Other Revenues:**

Nothing of Other Revenues have been collected. Revenues from Other Revenues are budgeted to be \$30,000 for the year.

**Expenditures:**

Overall for the County's budgeted funds, forty-eight percent of the expenditures have been spent.

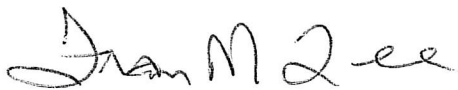


Page Three

Expenditures are budgeted to be \$168,258,115, which includes General Funds and debt service funds, excluding budgeted transfers of \$8,769,435 for the fiscal year ending September 30, 2024.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in cursive script that reads "Fran M. Lee". The signature is written in black ink and is positioned above the typed name and title.

Fran Lee  
County Auditor

JEFFERSON COUNTY, TEXAS  
FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY  
FOR THE MONTH ENDING MARCH 31, 2024  
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Jefferson County, Texas  
Consolidated Balance Sheet  
For The Month Ending March 31, 2024

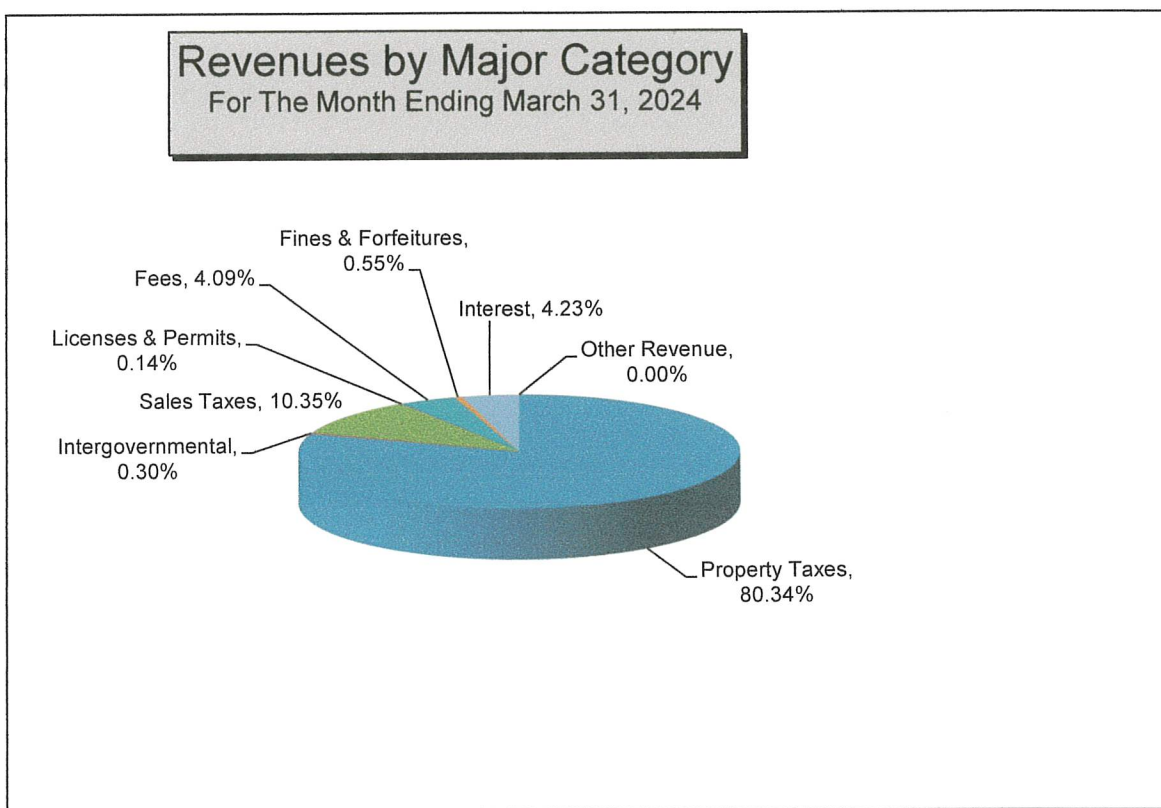
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 127,854,254	64,916,705	10,184,900	5,612,139	4,647,251	5,974,291	\$ 219,189,540
Receivables & Prepaids	6,753,486	16,173	-	256,308	342,186	-	7,368,153
Intergovernmental Receivables	(81,788)	-	-	-	-	-	(81,788)
Due From Other Funds	150,000	-	-	-	6,134,967	-	6,284,967
Inventory	862,543	18,408	-	-	190,056	-	1,071,007
Other Assets	103,828	-	-	-	81,394,670	-	81,498,498
Total Assets	<u>\$ 135,642,323</u>	<u>\$ 64,951,286</u>	<u>\$ 10,184,900</u>	<u>\$ 5,868,447</u>	<u>\$ 92,709,130</u>	<u>\$ 5,974,291</u>	<u>\$ 315,330,377</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 3,332,315	366,467	-	-	1,220,908	3,571,122	\$ 8,490,812
Intergovernmental Payables	360	282	-	-	16	-	658
Due To Other Funds	-	-	-	-	6,134,967	-	6,134,967
Other Liabilities	6,290,399	538,331	-	243,598	5,536,563	-	12,608,891
Fund Balance/Equity	<u>126,019,249</u>	<u>64,046,206</u>	<u>10,184,900</u>	<u>5,624,849</u>	<u>79,816,676</u>	<u>2,403,169</u>	<u>288,095,049</u>
Total Liabilities and Fund Balance/Equity	<u>\$ 135,642,323</u>	<u>\$ 64,951,286</u>	<u>\$ 10,184,900</u>	<u>\$ 5,868,447</u>	<u>\$ 92,709,130</u>	<u>\$ 5,974,291</u>	<u>\$ 315,330,377</u>

Jefferson County, Texas  
Statement of Changes in Fund Balances  
For The Month Ending March 31, 2024

	<u>2/29/2024</u>	<u>Month Ending March 31, 2024</u>			<u>3/31/2024</u>	
	<u>Fund Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Transfers In(/Out)</u>	<u>Prior Period Adjustment</u>	<u>Fund Balance</u>
Jury Fund	\$ 221,449	\$ 10,250	\$ 60,651	\$ -	\$ -	\$ 171,048
Road & Bridge Pct. 1	5,905,104	97,270	181,055	-	-	5,821,319
Road & Bridge Pct. 2	2,010,051	97,270	214,098	-	-	1,893,223
Road & Bridge Pct. 3	788,695	97,270	230,318	-	-	655,647
Road & Bridge Pct. 4	3,371,861	97,271	151,587	-	-	3,317,545
Engineering Fund	848,234	21,503	128,578	-	-	741,159
Parks & Recreation	89,040	5,010	17,028	-	-	77,022
General Fund	116,045,835	6,874,289	14,923,495	(117,866)	-	107,878,763
Mosquito Control Fund	2,560,440	45,009	154,318	-	-	2,451,131
Tobacco Settlement Fund	2,996,442	15,950	-	-	-	3,012,392
<b>Total General Funds</b>	<b>134,837,151</b>	<b>7,361,092</b>	<b>16,061,128</b>	<b>(117,866)</b>	<b>-</b>	<b>126,019,249</b>
Total Special Revenue Funds	63,113,101	3,095,654	2,280,415	117,866	-	64,046,206
Total Capital Project Funds	8,804,448	1,488,626	108,174	-	-	10,184,900
Total Debt Service Funds	5,491,900	132,949	-	-	-	5,624,849
Total Enterprise Funds	75,120,487	6,195,953	1,499,764	-	-	79,816,676
Total Internal Service Funds	1,057,713	3,197,600	1,852,144	-	-	2,403,169
<b>Total Balances</b>	<b>\$ <u>288,424,800</u></b>	<b>\$ <u>21,471,874</u></b>	<b>\$ <u>21,801,625</u></b>	<b>\$ <u>-</u></b>	<b>\$ <u>-</u></b>	<b>\$ <u>288,095,049</u></b>

Jefferson County Texas  
Statement of Revenues by Category - Compared with Budget Allocation  
For The Month Ending March 31, 2024

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 105,173,199	\$ 110,285,337	\$ 5,112,138	4.64%
Sales Taxes	13,552,416	31,800,000	18,247,584	57.38%
Licenses & Permits	182,151	409,800	227,649	55.55%
Intergovernmental	388,155	1,442,000	1,053,845	73.08%
Fees	5,358,487	11,241,410	5,882,923	52.33%
Fines & Forfeitures	723,930	1,400,000	676,070	48.29%
Interest	5,538,344	2,541,500	(2,996,844)	-117.92%
Other Revenue	-	30,000	30,000	100.00%
	<u>\$ 130,916,682</u>	<u>\$ 159,150,047</u>	<u>\$ 28,233,365</u>	<u>17.74%</u>



Jefferson County, Texas  
 Statement of Revenues - Compared With Budget Allocation  
 For The Month Ending March 31, 2024

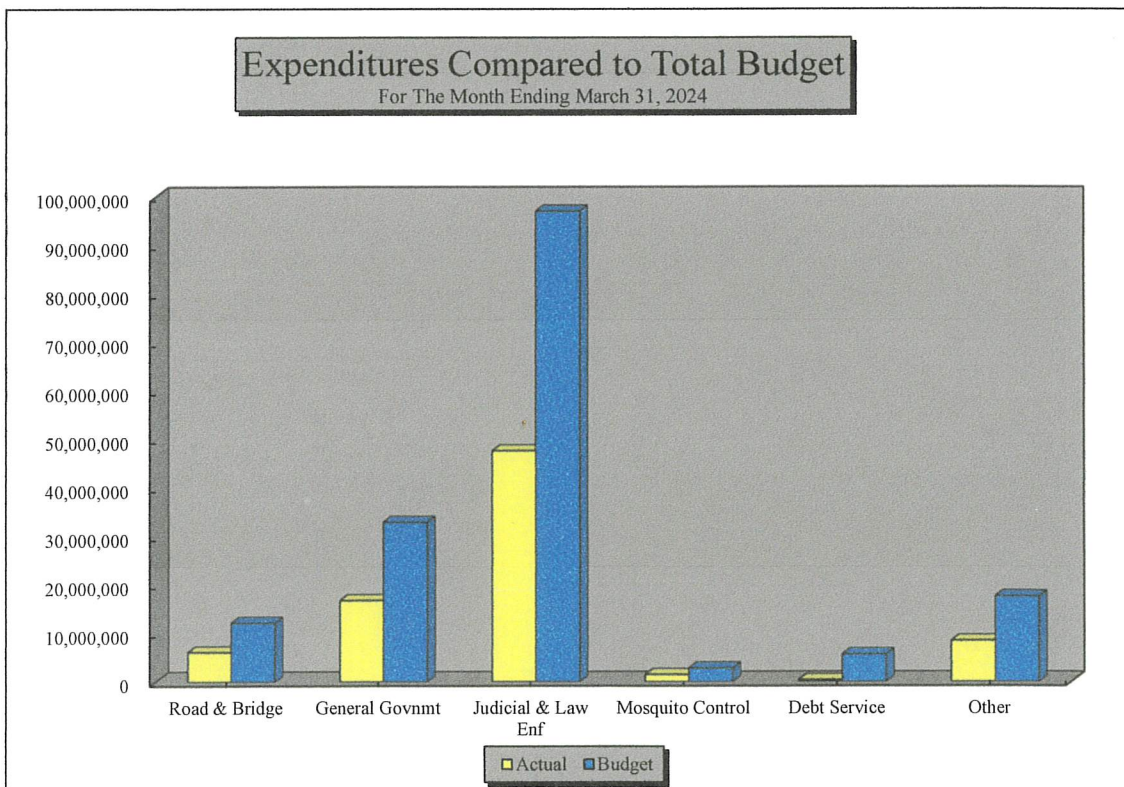
	October 2023				Cumulative	Annual	Unrealized
	-December	January	February	March	Total	Budget	Balance
<b>Jury Fund</b>							
Current Taxes	\$ 17,453	\$ 103,500	\$ 61,442	\$ 3,586	\$ 185,981	\$ 193,829	\$ 7,848
Delinquent Taxes	63	50	(2)	(6)	105	282	177
Jury Fees	11,226	5,149	5,734	6,580	28,689	60,000	31,311
Other Revenue	71,793	-	228	90	72,111	210,500	138,389
<b>Road &amp; Bridge Pct. 1</b>							
Current Taxes	81,492	483,271	286,890	16,746	868,399	905,040	36,641
Delinquent Taxes	2,480	1,974	(84)	(251)	4,119	11,180	7,061
Intergovernmental Revenue	-	-	-	-	-	-	-
Auto Registration Fees	-	78,707	-	-	78,707	625,000	546,293
Road & Bridge Fees	114,033	34,124	39,484	55,034	242,675	525,000	282,325
Sales, Rentals & Services	76,033	-	661	-	76,694	-	(76,694)
Fines and Forfeitures	34,662	13,876	20,642	25,741	94,921	200,000	105,079
<b>Road &amp; Bridge Pct. 2</b>							
Current Taxes	81,492	483,271	286,890	16,746	868,399	905,040	36,641
Delinquent Taxes	2,480	1,974	(84)	(251)	4,119	11,180	7,061
Intergovernmental Revenue	-	-	-	-	-	-	-
Auto Registration Fees	-	78,707	-	-	78,707	625,000	546,293
Road & Bridge Fees	114,033	34,124	39,484	55,034	242,675	525,000	282,325
Sales, Rentals & Services	7,529	-	-	-	7,529	-	(7,529)
Fines and Forfeitures	34,673	13,876	20,642	25,741	94,932	200,000	105,068
<b>Road &amp; Bridge Pct. 3</b>							
Current Taxes	81,492	483,271	286,890	16,746	868,399	905,040	36,641
Delinquent Taxes	2,480	1,974	(84)	(251)	4,119	11,180	7,061
Intergovernmental Revenue	-	-	-	-	-	-	-
Auto Registration Fees	-	78,707	-	-	78,707	625,000	546,293
Road & Bridge Fees	114,033	34,124	39,484	55,034	242,675	525,000	282,325
Sales, Rentals & Services	-	-	-	-	-	-	-
Fines and Forfeitures	34,681	13,858	20,620	25,741	94,900	200,000	105,100
<b>Road &amp; Bridge Pct. 4</b>							
Current Taxes	81,492	483,271	286,890	16,746	868,399	905,040	36,641
Delinquent Taxes	2,480	1,974	(84)	(251)	4,119	11,180	7,061
Intergovernmental Revenue	-	-	-	-	-	9,000	9,000
Auto Registration Fees	-	78,707	-	-	78,707	625,000	546,293
Road & Bridge Fees	114,033	34,124	39,484	55,034	242,675	525,000	282,325
Sales, Rentals & Services	10,374	500	-	-	10,874	-	(10,874)
Fines and Forfeitures	34,682	13,863	20,620	25,742	94,907	200,000	105,093
Other Revenue	-	-	-	-	-	-	-

Jefferson County, Texas  
 Statement of Revenues - Compared With Budget Allocation  
 For The Month Ending March 31, 2024

	October 2023				Cumulative		Annual	Unrealized
	-December	January	February	March	Total	Budget	Balance	
Engineering Fund								
Current Taxes	\$ 99,992	\$ 592,980	\$ 352,018	\$ 20,548	\$ 1,065,538	\$ 1,110,497	\$ 44,959	
Delinquent Taxes	3,314	2,638	(112)	(335)	5,505	14,937	9,432	
Licenses and Permits	1,410	760	430	290	2,890	4,500	1,610	
Sales, Rentals & Services	500	500	500	1,000	2,500	1,000	(1,500)	
Parks & Recreation								
Current Taxes	1,820	10,795	6,408	374	19,397	20,216	819	
Delinquent Taxes	395	314	(13)	(40)	656	1,779	1,123	
Sales, Rentals & Services	18,092	4,540	5,043	4,676	32,351	70,100	37,749	
General Fund								
Current Taxes	8,646,135	51,274,178	30,438,509	1,776,735	92,135,557	96,018,173	3,882,616	
Delinquent Taxes	263,746	209,977	(8,916)	(26,676)	438,131	1,188,946	750,815	
Sales Taxes	3,312,854	3,428,329	3,441,096	3,370,137	13,552,416	31,800,000	18,247,584	
Other Taxes	-	-	-	-	-	30,000	30,000	
Licenses and Permits	73,485	33,328	34,368	38,080	179,261	405,300	226,039	
Intergovernmental Revenue	48,719	97,180	92,321	77,824	316,044	1,222,500	906,456	
Fees of Office	760,725	282,842	329,402	382,250	1,755,219	3,427,360	1,672,141	
Other Sales, Rentals & Svcs.	1,429,407	(171,951)	605,839	295,808	2,159,103	3,082,950	923,847	
Fines & Forfeitures	107,878	102,568	55,341	78,483	344,270	600,000	255,730	
Interest	3,059,219	623,362	823,276	881,648	5,387,505	2,420,000	(2,967,505)	
Other Revenue	-	-	-	-	-	-	-	
Mosquito Control Fund								
Current Taxes	221,977	1,316,392	781,466	45,615	2,365,450	2,465,260	99,810	
Delinquent Taxes	5,991	4,770	(203)	(606)	9,952	27,009	17,057	
Sales, Rentals & Services	-	-	-	-	-	-	-	
Tobacco Settlement Fund								
Interest	31,118	12,233	14,005	15,950	73,306	58,000	(15,306)	
Debt Service								
Current Taxes	509,155	3,019,447	1,792,470	104,628	5,425,700	5,507,202	81,502	
Delinquent Taxes	18,378	14,961	(790)	(1,394)	31,155	72,327	41,172	
Interest	7,189	15,020	25,609	29,715	77,533	63,500	(14,033)	
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	
<b>Total</b>	<b>\$ 19,746,688</b>	<b>\$ 63,432,139</b>	<b>\$ 40,243,814</b>	<b>\$ 7,494,041</b>	<b>\$ 130,916,682</b>	<b>\$ 159,150,047</b>	<b>\$ 28,233,365</b>	

Jefferson County, Texas  
 Statement of Expenditures - Compared With Budget Allocation - 50% of Budget Expended  
 For The Month Ending March 31, 2024

	<u>Cumulative Actual</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>Percentage Unencumbered</u>
Jury Fund	\$ 315,512	\$ 620,291	\$ 304,779	49.13%
Road & Bridge Funds	5,440,795	10,623,052	5,182,257	48.78%
Engineering Fund	569,696	1,320,759	751,063	56.87%
Parks & Recreation Fund	107,719	238,596	130,877	54.85%
<b>General Fund:</b>				
General Government	16,779,629	32,927,600	16,147,971	49.04%
Judicial	10,772,255	23,390,079	12,617,824	53.95%
Law Enforcement	36,525,082	73,026,761	36,501,679	49.98%
Education	220,488	498,415	277,927	55.76%
Health & Welfare	4,513,846	9,654,872	5,141,026	53.25%
Maintenance	2,180,564	4,447,473	2,266,909	50.97%
Other	1,296,725	2,778,403	1,481,678	53.33%
Mosquito Control Fund	1,473,608	2,818,964	1,345,356	47.73%
Tobacco Settlement	250,000	250,000	-	-
Debt Service Funds	366,850	5,662,850	5,296,000	93.52%
	<u>\$ 80,812,769</u>	<u>\$ 168,258,115</u>	<u>\$ 87,445,346</u>	<u>51.97%</u>





Jefferson County, Texas  
 Statement of Expenditures - Compared With Budget Allocation  
 For The Month Ending March 31, 2024

	October 2023				Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March		Total	Budget	Balance
Jury Fund	\$ 154,824	\$ 38,821	\$ 56,294	\$ 60,651	\$ 4,922	\$ 315,512	\$ 620,291	\$ 304,779
Road & Brdg Pct. 1	371,909	124,267	400,645	181,055	544,803	1,622,679	3,031,174	1,408,495
Road & Brdg Pct. 2	392,055	159,780	138,116	214,098	178,099	1,082,148	2,158,316	1,076,168
Road & Brdg Pct. 3	445,329	151,164	193,726	230,318	88,166	1,108,703	2,469,733	1,361,030
Road & Brdg Pct. 4	945,239	126,898	134,800	151,587	268,741	1,627,265	2,963,829	1,336,564
Engineering	262,919	87,443	88,518	128,578	2,238	569,696	1,320,759	751,063
Parks & Recreation	43,135	11,630	20,940	17,028	14,986	107,719	238,596	130,877
Tax Assessor/Coll.	1,047,430	318,363	325,977	460,268	6,247	2,158,285	4,841,597	2,683,312
Human Resources	105,337	36,484	35,502	57,093	27,632	262,048	570,555	308,507
County Auditor	467,755	135,819	132,281	206,231	1,178	943,264	1,967,550	1,024,286
County Clerk	534,059	173,680	175,005	260,399	8,075	1,151,218	2,715,659	1,564,441
County Judge	217,619	71,874	77,953	90,382	902	458,730	1,132,850	674,120
Risk Management	78,849	25,605	30,906	34,108	-	169,468	376,313	206,845
County Treasurer	103,690	34,672	34,264	41,792	-	214,418	419,962	205,544
Printing Department	27,458	5,427	7,355	12,458	15,437	68,135	169,513	101,378
Purchasing Department	150,918	51,133	51,581	74,518	15,217	343,367	694,102	350,735
General Services	3,532,959	1,385,418	186,324	2,776,927	185,181	8,066,809	15,079,647	7,012,838
MIS	1,594,343	163,322	169,091	239,176	59,736	2,225,668	3,655,555	1,429,887
Voter's Registration	57,269	43,199	9,974	11,659	-	122,101	226,800	104,699
Elections	452,262	(115,233)	43,570	193,447	22,072	596,118	1,077,497	481,379
District Attorney	1,789,048	646,191	615,580	903,357	12,180	3,966,356	8,452,756	4,486,400
District Clerk	534,826	185,134	183,864	278,119	15,901	1,197,844	2,488,629	1,290,785
Criminal Dist. Court	377,942	128,604	152,556	182,744	1,274	843,120	1,874,401	1,031,281
58th Dist. Court	77,763	26,404	25,884	38,746	320	169,117	362,681	193,564
60th Dist. Court	82,924	28,264	27,657	41,113	505	180,463	379,306	198,843
136th Dist. Court	83,618	28,423	28,619	41,526	163	182,349	380,995	198,646
172nd Dist. Court	82,629	27,502	28,046	40,401	-	178,578	361,382	182,804
252nd Dist. Court	280,127	97,949	145,185	132,228	2,761	658,250	1,391,294	733,044
279th Dist. Court	131,937	52,118	57,979	66,975	754	309,763	698,351	388,588
317th Dist. Court	119,829	42,243	44,658	55,438	416	262,584	610,049	347,465
J.P. Pct. 1 Pl 1	100,086	32,715	33,459	47,750	231	214,241	458,931	244,690
J.P. Pct. 1 Pl 2	105,167	36,627	35,644	52,807	653	230,898	476,552	245,654
J.P. Pct. 2	84,300	28,316	34,489	50,583	1,170	198,858	426,657	227,799
J.P. Pct. 4	104,154	35,706	36,668	52,956	164	229,648	478,698	249,050
J.P. Pct. 6	103,084	33,977	33,088	49,843	816	220,808	464,336	243,528
J.P. Pct. 7	98,058	34,447	33,291	50,973	-	216,769	465,187	248,418
J.P. Pct. 8	57,936	19,097	15,586	19,736	960	113,315	460,011	346,696
Cnty. Court at Law 1	130,475	44,670	44,211	66,095	130	285,581	588,317	302,736
Cnty. Court at Law 2	137,919	42,384	45,036	61,303	45	286,687	731,478	444,791
Cnty. Court at Law 3	177,995	61,261	64,892	90,135	37	394,320	921,471	527,151

Jefferson County, Texas  
 Statement of Expenditures - Compared With Budget Allocation  
 For The Month Ending March 31, 2024

	October 2023				Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March		Total	Budget	Balance
Court Master	\$ 125,561	\$ 44,631	\$ 45,955	\$ 61,574	\$ -	\$ 277,721	\$ 592,556	\$ 314,835
Dispute Resolution	68,680	27,232	24,104	33,729	1,240	154,985	326,041	171,056
Comm. Supervision	3,690	520	124	124	180	4,638	17,420	12,782
Sheriff's Dept.	3,817,584	1,271,419	1,238,814	1,764,305	98,887	8,191,009	18,039,496	9,848,487
Crime Lab	370,493	158,959	114,610	146,838	15,371	806,271	1,849,615	1,043,344
Jail	8,590,425	3,918,049	4,615,896	4,236,378	2,024,568	23,385,316	43,032,199	19,646,883
Juvenile Probation	384,509	130,381	129,754	184,739	4,104	833,487	1,921,977	1,088,490
Juvenile Detention	502,148	193,173	183,200	225,198	92,301	1,196,020	2,666,430	1,470,410
Constable Pct. 1	200,683	66,947	69,176	95,428	1,919	434,153	891,960	457,807
Constable Pct. 2	117,918	40,529	40,144	59,231	990	258,812	567,898	309,086
Constable Pct. 4	122,408	43,285	41,021	61,168	371	268,253	564,412	296,159
Constable Pct. 6	145,929	46,146	42,452	60,435	4,788	299,750	697,638	397,888
Constable Pct. 7	129,650	45,546	43,852	63,099	150	282,297	589,343	307,046
Constable Pct. 8	128,995	43,098	42,928	63,842	156	279,019	588,373	309,354
County Morgue	178,665	84,950	13,442	9,000	-	286,057	1,600,000	1,313,943
Agriculture Ext.	98,736	33,308	36,020	49,725	2,699	220,488	498,415	277,927
Public Health # 1	355,988	105,842	130,558	158,073	2,856	753,317	1,636,115	882,798
Public Health # 2	301,323	100,346	118,009	136,915	3,121	659,714	1,496,972	837,258
Nurse Practitioner	86,179	29,906	31,866	40,987	9,410	198,348	424,607	226,259
Child Welfare	5,226	16,580	-	10,348	-	32,154	120,000	87,846
Env. Control	85,652	28,606	28,631	48,879	460	192,228	498,369	306,141
Ind. Medical Svcs.	281,002	129,717	1,892,025	111,931	137,887	2,552,562	5,185,244	2,632,682
Emergency Mgmt.	56,025	20,068	19,946	29,441	43	125,523	293,565	168,042
Beaumont Maintenance	427,764	223,591	242,232	229,992	361,307	1,484,886	3,137,421	1,652,535
Port Arthur Maint.	180,104	63,288	63,227	85,873	149,809	542,301	1,014,770	472,469
Mid-County Maint.	56,386	16,927	17,297	24,544	38,223	153,377	295,282	141,905
Service Center	309,765	114,833	106,286	110,068	476,889	1,117,841	1,496,925	379,084
Veteran Service	81,401	29,817	27,208	40,345	113	178,884	378,740	199,856
Mosquito Control	683,798	124,642	115,710	154,318	395,140	1,473,608	2,818,964	1,345,356
Tobacco Settlement	250,000	-	-	-	-	250,000	250,000	-
Debt Service Funds	2,800	364,050	-	-	-	366,850	5,662,850	5,296,000
Contingency	-	-	-	-	-	-	902,738	902,738
<b>Total</b>	<b>\$ 33,794,662</b>	<b>\$ 12,178,184</b>	<b>\$ 13,473,701</b>	<b>\$ 16,061,128</b>	<b>\$ 5,305,094</b>	<b>\$ 80,812,769</b>	<b>\$ 168,258,115</b>	<b>\$ 87,445,346</b>

Jefferson County, Texas  
 Statement of Bonded Indebtedness  
 For The Month Ending March 31, 2024

Issue	Beginning Amount Outstanding	2023-2024 Requirements				2023-2024 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	\$ 8,790,000	\$ 4,325,000	\$ 263,700	\$ 2,500	\$ 4,591,200	\$ -	\$ 131,850	\$ 1,400	\$ 133,250	\$ 8,790,000
2019 Certificates of Obligation	13,245,000	605,000	464,150	2,500	1,071,650	-	232,075	1,525	233,600	13,245,000
	<u>\$ 22,035,000</u>	<u>\$ 4,930,000</u>	<u>\$ 727,850</u>	<u>\$ 5,000</u>	<u>\$ 5,662,850</u>	<u>\$ -</u>	<u>\$ 363,925</u>	<u>\$ 2,925</u>	<u>\$ 366,850</u>	<u>\$ 22,035,000</u>

Jefferson County, Texas  
Statement of Transfers In and Out  
For The Month Ending March 31, 2024

Fund	Transfers In	Transfers Out
120 General Fund	-	612,450 (a)
120 General Fund	-	234,275 (b)
230 Community Supervision Fund	-	166,505 (a)
233 Mentally Impaired Offender	9,066 (a)	
237 Community Corrections Program	35,099 (a)	
239 Drug Diversion Program	122,340 (a)	-
241 Sheriff Department Grants	960 (b)	-
245 Crime Victim's Clearing	142,019 (b)	
257 Auto Theft Grant	15,809 (b)	-
282 VAWA Fund	8,522 (b)	
550 SETEC Fund	612,450 (a)	-
865 Marine Division	12,600 (b)	8,589 (b)
876 Sheriff-Spindletop Grant	66,965 (b)	-
886 2022 Port Security Grant	8,589 (b)	12,600 (b)
	<u>\$1,034,419</u>	<u>\$1,034,419</u>

(a) Budgeted Transfer

(b) Grant Match

Jefferson County, Texas  
Statement of Comp-Time Liability  
For The Second Quarter - March 31, 2024

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	322.88	\$ 8,678.13
Road & Bridge # 2	301.18	9,632.49
Road & Bridge # 3	336.69	10,059.63
Road & Bridge # 4	11.50	280.41
Engineering	45.12	1,583.88
Tax Assessor/Collector	240.52	6,092.14
Human Resources	-	-
County Auditor	98.48	3,501.27
County Clerk	468.17	11,660.97
County Judge	0.01	0.12
Treasurer	0.01	0.12
Printing	-	-
Purchasing Department	8.50	216.47
MIS	513.25	18,148.22
Voter Registration	7.52	243.12
Elections Department	253.95	7,084.04
District Attorney	0.01	0.13
District Clerk	703.47	17,858.50
Criminal District Court	79.51	2,481.48
58th District Court	1.62	50.71
172nd District Court	-	-
252nd District Court	2.37	89.64
317th District Court	0.01	0.14
Justice of Peace Pct. 1 Pl. 1	73.88	2,017.19
Justice of Peace Pct. 1 Pl. 2	206.00	5,509.87
Justice of Peace Pct. 2	-	-
Justice of Peace Pct. 4	-	-
Justice of Peace Pct. 6	4.87	134.60
Justice of Peace Pct. 7	50.38	1,522.78
Justice of Peace Pct. 8	-	-
County Court at Law #2	46.43	1,442.02
County Court at Law #3	0.01	0.10
Court Master	0.01	0.15
Dispute Resolution Center	112.87	2,649.43
Sheriff's Department	11,965.93	493,824.03
Crime Lab	208.60	9,273.60
Correctional Facility	11,952.08	370,519.91
Juvenile Probation	91.88	2,341.93
Juvenile Detention Home	257.13	5,463.12
Constable Pct. 1	432.63	15,890.32

Jefferson County, Texas  
Statement of Comp-Time Liability  
For The Second Quarter - March 31, 2024

Department	Cumulative Hours	Current Liability
Constable Pct. 2	14.00	\$ 666.73
Constable Pct. 4	151.75	7,226.85
Constable Pct. 6	80.30	2,247.52
Constable Pct. 7	11.54	530.42
Constable Pct. 8	24.00	596.58
Public Health No. 1	22.87	457.41
Public Health No. 2	4.56	103.41
Nurse Practitioner	45.38	1,445.61
Environmental Control	-	-
Indigent Health	-	-
Emergency Management	54.00	1,808.98
Mosquito Control	463.65	11,363.11
Maintenance - Beaumont	383.09	8,947.32
Maintenance - Port Arthur	114.75	2,644.76
Maintenance- Mid County	79.25	2,186.24
Service Center	36.00	1,051.35
Veterans' Services Office	0.62	17.92
Airport	1,036.86	24,353.38
Visitors' Center	127.63	2,397.22
Grant A Basic Probation	12.14	359.34
Grant A Mental Health Service	0.01	0.17
Grant A Community Programs	68.25	1,928.99
Grant A Pre and Post Adjudication	7.00	131.44
Community Supervision	182.57	4,422.06
Adult Surveillance Program	-	-
Community Corrections	23.12	482.84
High Need Program	15.00	360.88
TJPC Grant Contract M	18.87	527.53
Drug Diversion	79.04	1,657.53
Juvenile Probation and Detention	33.88	529.22
Mentally Impaired Offender	8.75	216.01
Auto Theft	127.25	5,058.20
Sheriff Mental Health Liaison -Cnty	76.37	3,081.09
Sheriff Mental Health Liaison	348.75	13,118.57
Marine Division	4,094.63	170,438.62
Courthouse Security	458.00	19,621.87
Total	<u>37,001.35</u>	<u>\$ 1,298,229.83</u>
Comp-Time Liability at 3/31/23	36,180.15	\$1,247,123.21



**HARP FY24 Final IGT Notification – Jefferson County LPPF**

Luba Kubinski &lt;luba@ahcv.com&gt;

Wed 4/24/2024 11:09 AM

To: Rebekah Patin &lt;Rebekah.Patin@jeffcotx.us&gt;

Cc: Fran Lee &lt;Fran.Lee@jeffcotx.us&gt;; Colt Sullivan &lt;colt@ahcv.com&gt;; Justin Flores &lt;justin@ahcv.com&gt;; Zach Ervin &lt;zervin@AHCv.com&gt;; Corbin Pefanis &lt;corbin@ahcv.com&gt;

 1 attachments (32 KB)

FY24 Final HARP Allocation Summary - Jefferson County LPPF.xlsx;

Caution! This message was sent from outside your organization.

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Dear Rebekah,

As you know, the upcoming HARP FY24 Final IGT is taking place on **Thursday, May 2nd, 2024**. Accordingly, the hospitals participating within the **Jefferson County LPPF** would like to request the following IGT amount noted below. (Please review the accompanying allocation.)

**HARP FY24 Final – Requested IGT Amount \$1,061,379.21**

HHSC requires this amount to be entered into TexNet no later than the close of business **5/2/2024 with a settlement date of 5/3/2024**. These funds will need to be placed in the "HARP" Bucket. Upon successful completion of the IGT, please submit the PDF of the TexNet Trace Sheet and allocation form to [hhscpdfharppayments@hhs.texas.gov](mailto:hhscpdfharppayments@hhs.texas.gov).

**AHCV also kindly requests to be copied on the TexNet submission to HHSC on or before the deadline noted above.**

Please do not hesitate to contact us with any questions.

Thank you.

Best regards,

**Luba Kubinski**

Financial Analyst

AHCV - Adelanto HealthCare Ventures L.L.C.

401 W. 15th Street, Suite 840

Austin, TX 78701

Direct: 512-508-9545

<https://ahcv.com/>

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**From:** Texas Health and Human Services Commission <[txhhs@public.govdelivery.com](mailto:txhhs@public.govdelivery.com)>

**Sent:** Friday, April 12, 2024 10:39 AM

**Subject:** HARP IGT Notification 2nd Half Year 3 (SFY24)

**CAUTION EXTERNAL EMAIL:** This email originated from an external email address. Do not click links, open



attachments , or share information unless you recognize the sender and know the content is safe.

## **HARP IGT Notification 2nd Half Year 3 (SFY24)**

HHSC is providing notification of the Intergovernmental Transfers (IGT) call for the second half of Hospital Augmented Reimbursement Program (HARP) Year 3.

The IGT amounts can be found in **column R** on the "HARP Calculation" tab of the HARP FFY24 ***Suggested IGT*** file. This file has been updated today, April 12, and can be found under the HARP Suggested IGT heading on [the Provider Finance HARP website](#).

The IGT must be entered into TexNet no later than close of business on Thursday, May 2, 2024 with a settlement date of Friday, May 3, 2024.

- This settlement date is non-negotiable.
- The funds need to be placed in the "HARP" Bucket.

Please transfer funds through TexNet following the [TexNet instructions](#). After transferring funds, please send an email with a screen shot or PDF of the confirmation/trace sheet to [Provider Finance](#).

[Please email us](#) if you have any questions regarding the calculation in general.

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	43.50	516977	43.50**
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	78.95	516859	
ACE IMAGEWEAR	52.79	516872	
AT&T	96.18	516877	
DEPARTMENT OF INFORMATION RESOURCES	.01	516893	
LONE STAR TRENCHER PARTS LLC	21,584.04	516968	
HERC RENTALS INC	1,843.37	516981	
P SQUARED EMULSION PLANTS, LLC	50,944.56	516994	
AMAZON CAPITAL SERVICES	170.82	517029	74,770.72**
ROAD & BRIDGE PCT.#2			
AUDILET TRACTOR SALES	236.50	516838	
ACE IMAGEWEAR	39.84	516872	
SOUTH TEXAS COUNTY JUDGE & NEW WAVE WELDING TECHNOLOGY	250.00	516874	
GULF COAST	12.40	516941	
BASE-SEAL INTERNATIONAL INC	2,104.65	516998	
CHARTER COMMUNICATIONS	5,940.00	517001	
	178.74	517021	8,762.13**
ROAD & BRIDGE PCT. # 3			
A&A EQUIPMENT	770.00	516835	
RB EVERETT & COMPANY, INC.	1,947.14	516847	
ENTERGY	199.05	516851	
S.E. TEXAS BUILDING SERVICE	162.50	516873	
ATTABOY TERMITE & PEST CONTROL	147.00	516943	
GULF COAST	3,691.31	516998	
CHARTER COMMUNICATIONS	165.48	517014	
MUNRO'S UNIFORM SERVICES, LLC	23.95	517026	
KING RANCH AG AND TURF	5,220.93	517041	12,327.36**
ROAD & BRIDGE PCT.#4			
OVERHEAD DOOR CO.	698.75	516862	
TEXAS ASSOCIATION OF COUNTIES	275.00	516880	
TEXAS WORKFORCE COMMISSION	930.00	516884	
DEPARTMENT OF INFORMATION RESOURCES	.12	516893	
RITCHIE BROTHERS AUCTIONEERS INC.	43,272.55	516918	
LONE STAR RIGGING LLP	180.64	516932	
HLAVINKA EQUIPMENT COMPANY	32.00	516937	
ON TIME TIRE	155.00	516957	
ASCO	46.56	516965	
SHOPPA'S FARM SUPPLY	317.05	516972	
CAT5 RESOURCES LLC	653.72	516973	
CINTAS CORPORATION	111.86	516980	
O'REILLY AUTO PARTS	20.03	516989	
GULF COAST	2,317.10	516998	
WASHINGTON COUNTY TRACTOR, INC	140.75	517010	
MUNRO'S UNIFORM SERVICES, LLC	81.92	517026	47,332.99**
ENGINEERING FUND			
ODP BUSINESS SOLUTIONS, LLC	249.77	517024	249.77**
PARKS & RECREATION			
ENTERGY	614.31	516851	
LOWE'S HOME CENTERS, INC.	442.00	516921	
AMAZON CAPITAL SERVICES	298.70	517029	1,355.01**
GENERAL FUND			
TAX OFFICE			
HERNANDEZ OFFICE SUPPLY, INC.	53.25	516853	
DEPARTMENT OF INFORMATION RESOURCES	2.49	516893	
UNITED STATES POSTAL SERVICE	830.61	516914	

NAME	AMOUNT	CHECK NO.	TOTAL
ROCHESTER ARMORED CAR CO INC	378.40	516953	
ODP BUSINESS SOLUTIONS, LLC	442.98	517024	
COUNTY HUMAN RESOURCES			1,707.73*
MOORMAN & ASSOCIATES, INC.	1,020.00	516861	
PINNACLE MEDICAL MANAGEMENT CORP	55.00	516864	
PRE CHECK, INC.	280.62	516896	
UNITED STATES POSTAL SERVICE	1.28	516914	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	414.00	516979	
ODP BUSINESS SOLUTIONS, LLC	140.08	517024	
AUDITOR'S OFFICE			1,910.98*
CASH ADVANCE ACCOUNT	1,388.80	516855	
UNITED STATES POSTAL SERVICE	1.28	516914	
RHONDA BRODE	694.41	516916	
COUNTY CLERK			2,084.49*
UNITED STATES POSTAL SERVICE	348.48	516914	
NAGARA	89.00	517022	
COUNTY JUDGE			437.48*
UNITED STATES POSTAL SERVICE	4.16	516914	
ROCKY LAWDERMILK	2,250.00	516922	
LANGSTON ADAMS	500.00	516923	
HARVEY L WARREN III	1,800.00	516947	
RISK MANAGEMENT			4,554.16*
UNITED STATES POSTAL SERVICE	2.40	516914	
COUNTY TREASURER			2.40*
UNITED STATES POSTAL SERVICE	67.95	516914	
PRINTING DEPARTMENT			67.95*
PARKER BUSINESS FORMS	345.00	516944	
CINTAS CORPORATION	54.36	516980	
AMAZON CAPITAL SERVICES	24.99	517029	
FIRST CITIZENS BANK	499.00	517035	
PURCHASING DEPARTMENT			923.35*
UNITED STATES POSTAL SERVICE	3.15	516914	
GENERAL SERVICES			3.15*
CASA	30,000.00	516843	
CASH ADVANCE ACCOUNT	30.00	516855	
SPINDLETOP MHMR	36,400.25	516857	
TEXAS WORKFORCE COMMISSION	14,406.90	516884	
CROWN CASTLE INTERNATIONAL	1,939.38	516928	
ROCHESTER ARMORED CAR CO INC	6,663.79	516953	
LJA ENGINEERING INC	1,392.75	516958	
TIDAL BASIN GOVERNMENT CONSULTING	786.25	517005	
BOSWORTH PAPERS	485.96	517007	
CHAPMAN VENDING	69.99	517009	
CHARTER COMMUNICATIONS	2,442.83	517012	
CHARTER COMMUNICATIONS	221.14	517015	
CHARTER COMMUNICATIONS	237.46	517016	
MCGRIFF INSURANCE SERVICES, INC	7,427.64	517025	
3RD COAST LAWNCARE LLC	7,150.00	517040	
DATA PROCESSING			109,654.34*
SHI GOVERNMENT SOLUTIONS, INC.	444.68	516915	
VOTERS REGISTRATION DEPT			444.68*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	276.21	516914	276.21*
ELECTIONS DEPARTMENT			
DEPARTMENT OF INFORMATION RESOURCES	.01	516893	
UNITED STATES POSTAL SERVICE	7.92	516914	
PENSKE TRUCK LEASING CO LP	247.70	516926	
AMAZON CAPITAL SERVICES	170.94	517029	426.57*
DISTRICT ATTORNEY			
RELIABLE COURT REPORTING	285.00	516867	
CLERK - SUPREME COURT	6,598.00	516879	
UNITED STATES POSTAL SERVICE	167.13	516914	
THOMSON REUTERS-WEST	3,070.82	516966	
ODP BUSINESS SOLUTIONS, LLC	216.83	517024	
AMAZON CAPITAL SERVICES	78.29	517029	
INVESTIGATIVE SUPPORT SPECIALIST IN	2,000.00	517043	12,416.07*
DISTRICT CLERK			
TEXAS ASSOCIATION OF COUNTIES	500.00	516881	
UNITED STATES POSTAL SERVICE	402.69	516914	
ODP BUSINESS SOLUTIONS, LLC	544.54	517024	1,447.23*
CRIMINAL DISTRICT COURT			
LAURIE PEROZZO	800.00	516945	800.00*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	3.20	516914	3.20*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.64	516914	.64*
252ND DISTRICT COURT			
TODD W LEBLANC	1,156.25	516837	
JOHN D WEST	500.00	516895	
UNITED STATES POSTAL SERVICE	.64	516914	
RYAN GERTZ	4,537.50	516946	
ODP BUSINESS SOLUTIONS, LLC	296.19	517024	6,490.58*
279TH DISTRICT COURT			
ANITA F. PROVO	330.00	516865	
CHARLES ROJAS	325.00	516892	
JOEL WEBB VAZQUEZ	550.00	516930	
KIMBERLY PHELAN, P.C.	220.00	516934	
REAUD MORGAN & QUINN LLP	110.00	516942	
BRITTANIE HOLMES	440.00	516960	
THOMSON REUTERS-WEST	63.00	516966	
LINDSEY SCOTT	660.00	516975	
ALICIA K HALL PLLC	275.00	517003	
JULIANNA NICKS	517.00	517038	3,490.00*
317TH DISTRICT COURT			
CHARLES ROJAS	220.00	516892	
GLEN M. CROCKER	110.00	516917	
LANGSTON ADAMS	440.00	516923	
JOEL WEBB VAZQUEZ	330.00	516930	
BRITTANIE HOLMES	550.00	516960	
WILLIAM FORD DISHMAN	440.00	516970	
JULLIANA REYES	215.59	516988	2,305.59*
JUSTICE COURT-PCT 1 PL 1			
TEXAS STATE UNIVERSITY SAN MARS	185.00	516876	
UNITED STATES POSTAL SERVICE	65.79	516914	
THOMSON REUTERS-WEST	137.38	516966	388.17*
JUSTICE COURT-PCT 1 PL 2			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	31.87	516914	31.87*
JUSTICE COURT-PCT 2			
THOMSON REUTERS-WEST	137.38	516966	
ODP BUSINESS SOLUTIONS, LLC	85.64	517024	223.02*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.01	516893	.01*
JUSTICE COURT-PCT 6			
TEXAS ASSOCIATION OF COUNTIES	70.00	516882	
UNITED STATES POSTAL SERVICE	45.08	516914	115.08*
JUSTICE COURT-PCT 7			
AT&T	48.08	516877	
DEPARTMENT OF INFORMATION RESOURCES	.03	516893	48.11*
JUSTICE OF PEACE PCT. 8			
KIRKSEY'S SPRINT PRINTING	24.95	516856	
THOMSON REUTERS-WEST	944.76	516966	969.71*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	5.87	516914	5.87*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE	27.52	516914	
LANGSTON ADAMS	650.00	516923	
WILLIAM MARCUS WILKERSON	250.00	516961	927.52*
COUNTY COURT AT LAW NO. 3			
A. MARK FAGGARD	750.00	516848	
BRANDI SEWELL	260.30	516889	
UNITED STATES POSTAL SERVICE	19.84	516914	
JOEL WEBB VAZQUEZ	550.00	516930	
LAURIE PEROZZO	250.00	516945	1,830.14*
COURT MASTER			
LAWRENCE E THORNE III	4,702.35	516952	
KENT W JOHNS	1,000.00	516955	5,702.35*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	11.52	516914	11.52*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	33.21	516845	
CASH ADVANCE ACCOUNT	1,099.20	516855	
SAM'S WESTERN WEAR, INC.	26.82	516869	
ULINE SHIPPING SUPPLY SPECIALI	160.55	516887	
DEPARTMENT OF INFORMATION RESOURCES	537.28	516893	
VERIZON WIRELESS	3,837.01	516912	
UNITED STATES POSTAL SERVICE	1,868.34	516914	
RITA HURT	825.00	516956	
GALLS LLC	229.61	516974	
BEAUMONT OCCUPATIONAL SERVICES	341.55	517031	
INVESTIGATIVE SUPPORT SPECIALIST IN	4,000.00	517043	12,958.57*
CRIME LABORATORY			
FED EX	138.87	516849	
OFFICE OF COURT ADMINISTRATION	130.00	516919	
CERILLIANT	129.20	516924	
LIPOMED	229.64	516951	

NAME	AMOUNT	CHECK NO.	TOTAL
CHEAPER THAN DIRT	147.17	516963	
FERGUSON ENTERPRISES INC	223.64	516982	
AIRGAS USA, LLC	339.25	516990	
BOSWORTH PAPERS	500.50	517007	
ODP BUSINESS SOLUTIONS, LLC	184.96	517024	2,023.23*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	2,245.01	516836	
CITY OF BEAUMONT - WATER DEPT.	28,018.19	516844	
ECOLAB	4,286.25	516846	
JACK BROOKS REGIONAL AIRPORT	1,134.03	516854	
M&D SUPPLY	141.53	516859	
TEXAS DEPT OF LICENSING &	220.00	516883	
LOWE'S HOME CENTERS, INC.	15.17	516921	
INDUSTRIAL & COMMERCIAL MECHANICAL	10,705.00	516959	
CONSTELLATION NEWENERGY - GAS DIVIS	1,552.77	516964	
THOMSON REUTERS-WEST	230.00	516966	
CAT5 RESOURCES LLC	2,677.90	516973	
GALLS LLC	1,731.27	516974	
MOORE-ALL TEX SUPPLY	115.54	516987	
US CORRECTIONS LLC	2,657.50	516993	
TRINITY SERVICES GROUP INC	48,089.87	516997	
ODP BUSINESS SOLUTIONS, LLC	1,513.64	517024	
AMAZON CAPITAL SERVICES	911.57	517029	106,245.24*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	4.75	516914	4.75*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	5,213.95	516844	
SOUTHWEST BUILDING SYSTEMS	397.22	516875	
BEN E KEITH COMPANY	201.95	516929	
VANSHECA SANDERS-CHEVIS	500.00	516936	
BIG THICKET PLUMBING INC	160.00	516986	6,473.12*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	43.95	516914	43.95*
CONSTABLE-PCT 2			
MOTOROLA SOLUTIONS INC	735.00	516890	
ODP BUSINESS SOLUTIONS, LLC	166.46	517024	901.46*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	6.72	516914	
LEGER'S SHOOTING RANGE	21.99	516920	
THOMSON REUTERS-WEST	137.38	516966	
AXON ENTERPRISE INC	4,436.82	516983	
AMAZON CAPITAL SERVICES	38.32	517029	4,641.23*
CONSTABLE PCT. 7			
AT&T	48.11	516878	48.11*
COUNTY MORGUE			
PROCTOR'S MORTUARY INC	7,500.00	516949	7,500.00*
AGRICULTURE EXTENSION SVC			
CASH ADVANCE ACCOUNT	714.96	516855	
TEXAS AGRILIFE EXTENSION SERVICE	65.00	516940	
DAVID OATES	45.00	516978	
TYLER FITZGERALD	45.00	516992	
CORENA N FITZGERALD	45.00	516995	
REBECCA CARPENTER	65.00	517033	979.96*
HEALTH AND WELFARE NO. 1			

NAME	AMOUNT	CHECK NO.	TOTAL
BROUSSARD'S MORTUARY	900.00	516841	
MERCY FUNERAL HOME	900.00	516860	
MCKESSON MEDICAL-SURGICAL INC	881.38	516891	
UNITED STATES POSTAL SERVICE	113.36	516914	
PROCTOR'S MORTUARY INC	1,800.00	516950	
THOMSON REUTERS-WEST	161.89	516966	
EZEA D EDE MD	3,490.91	517004	
AMAZON CAPITAL SERVICES	189.99	517029	
HEALTH AND WELFARE NO. 2			8,437.53*
BROUSSARD'S MORTUARY	3,096.00	516842	
ENERGY	140.00	516852	
AT&T	48.08	516877	
THOMSON REUTERS-WEST	161.90	516966	
EZEA D EDE MD	3,490.91	517004	
NURSE PRACTITIONER			6,936.89*
SERVET MUHITTIN SATIR	1,000.00	517008	
INDIGENT MEDICAL SERVICES			1,000.00*
CARDINAL HEALTH 110 INC	22,795.68	516969	
MAINTENANCE-BEAUMONT			22,795.68*
CITY OF BEAUMONT - WATER DEPT.	19,136.81	516844	
ENERGY	33,157.74	516851	
M&D SUPPLY	298.19	516859	
RITTER @ HOME	113.70	516868	
SANITARY SUPPLY, INC.	1,757.38	516870	
ACE IMAGEWEAR	271.62	516872	
AT&T	307.96	516877	
AT&T	120.17	516878	
DEPARTMENT OF INFORMATION RESOURCES	3.27	516893	
OTIS ELEVATOR COMPANY	2,808.46	516927	
FERGUSON ENTERPRISES INC	755.43	516982	
AT&T CORP	5,607.82	517006	
CHARTER COMMUNICATIONS	218.37	517020	
SOUTHWESTERN PAINT&WALLPAPER CO INC	35.98	517030	
MAINTENANCE-PORT ARTHUR			64,592.90*
BEAUMONT TRACTOR COMPANY	95.53	516840	
SANITARY SUPPLY, INC.	517.90	516870	
AT&T	72.06	516877	
DEPARTMENT OF INFORMATION RESOURCES	.01	516893	
TEXAS GAS SERVICE	615.37	516925	
NELSON WATER GARDEN & NURSERY	371.99	516976	
VECTOR SECURITY	706.93	516984	
CHARTER COMMUNICATIONS	496.26	517019	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	240.00	517027	
PARKER'S BUILDING SUPPLY	41.55	517028	
MAINTENANCE-MID COUNTY			3,157.60*
SANITARY SUPPLY, INC.	101.52	516870	
SETZER HARDWARE, INC.	66.09	516871	
ACE IMAGEWEAR	40.37	516872	
ATTABOY TERMITE & PEST CONTROL	61.62	516943	
SERVICE CENTER			269.60*
JEFFERSON CTY. TAX OFFICE	7.50	516897	
JEFFERSON CTY. TAX OFFICE	7.50	516898	
JEFFERSON CTY. TAX OFFICE	7.50	516899	
JEFFERSON CTY. TAX OFFICE	7.50	516900	
JEFFERSON CTY. TAX OFFICE	7.50	516901	
JEFFERSON CTY. TAX OFFICE	7.50	516902	
JEFFERSON CTY. TAX OFFICE	7.50	516903	
JEFFERSON CTY. TAX OFFICE	7.50	516904	
JEFFERSON CTY. TAX OFFICE	7.50	516905	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	516906	
JEFFERSON CTY. TAX OFFICE	7.50	516907	
JEFFERSON CTY. TAX OFFICE	7.50	516908	
JEFFERSON CTY. TAX OFFICE	7.50	516909	
JEFFERSON CTY. TAX OFFICE	7.50	516910	
JEFFERSON CTY. TAX OFFICE	7.50	516911	
MARTHA SHIELDS	50.00	517044	
			162.50*
			408,872.49**
MOSQUITO CONTROL FUND			
ACE IMAGEWEAR	74.42	516872	
TEXAS WORKFORCE COMMISSION	2,023.90	516884	
DEPARTMENT OF INFORMATION RESOURCES	.17	516893	
O'REILLY AUTO PARTS	263.84	516989	
BEARCOM / KAY ELECTRONICS	436.09	516996	
PARKER'S BUILDING SUPPLY	16.38	517028	
			2,782.04**
J.C. FAMILY TREATMENT			
CASH ADVANCE ACCOUNT	2,564.27	516855	
MARY BEVIL	20.00	517002	
			2,584.27**
SECURITY FEE FUND			
GALLS LLC	542.65	516974	
ALLIED UNIVERSAL SECURITY SERVICES	9,835.16	516999	
			10,377.81**
EMPG GRANT			
CHARTER COMMUNICATIONS	125.65	517018	
			125.65**
JUVENILE PROB & DET. FUND			
EDWARD B. GRIPON, M.D., P.A.	275.00	516850	
REGION V EDUCATION SERVICE CENTER	160.00	516866	
			435.00**
GRANT A STATE AID			
HAYS COUNTY	18,000.00	516888	
DEPELCHIN CHILDREN'S CENTER	3,697.46	516894	
YOUTH ADVOCATE PROGRAMS INC	4,462.50	516939	
			26,159.96**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	149.28	516914	
JCCSC	414.00	516954	
BOSWORTH PAPERS	962.50	517007	
CHARTER COMMUNICATIONS	194.84	517017	
			1,720.62**
LAW OFFICER TRAINING GRT			
COVENANT TACTICAL LLC	249.00	517000	
ODP BUSINESS SOLUTIONS, LLC	179.64	517024	
			428.64**
COUNTY CLERK - RECORD MGT			
MANATRON INC	9,676.71	516938	
			9,676.71**
COUNTY RECORDS MANAGEMENT			
TEXAS GULF HISTORICAL SOCIETY	25.00	516885	
PORT ARTHUR HISTORICAL SOCIETY	75.00	516935	
ALLIANCE FOR TEXAS HISTORY	50.00	517045	
			150.00**
HURRICANE LEPC GRANTS			
RAISING CANES #187	7,320.00	517042	
			7,320.00**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	1,222.31	516851	
M&D SUPPLY	17.80	516859	



NAME	AMOUNT	CHECK NO.	TOTAL
251			
DEPARTMENT OF INFORMATION RESOURCES	.55	516893	
AT&T CORP	264.85	517006	
CHARTER COMMUNICATIONS	130.63	517013	
MUNRO'S UNIFORM SERVICES, LLC	57.35	517026	
TOP DOG SOFTBALL CLUB	500.00	517046	
TOP DOG SOFTBALL CLUB	500.00	517047	
TOP DOG SOFTBALL CLUB	4,000.00	517048	
TOP DOG SOFTBALL CLUB	4,000.00	517049	
			10,693.49**
CRIME LAB FUNDING CJD			
CAYMAN CHEMICAL COMPANY	376.00	516948	
			376.00**
2012 REFUNDING BONDS			
THE BANK OF NEW YORK MELLON	600.00	516967	
			600.00**
AIRPORT FUND			
LOUIS' YAZOO SALES & SERVICE, LLC	1,054.30	516858	
PHILPOTT MOTORS, INC.	26.59	516863	
TRI-CITY FASTENER & SUPPLY	12.58	516886	
UNITED STATES POSTAL SERVICE	.64	516914	
LOWE'S HOME CENTERS, INC.	41.21	516921	
ATTABOY TERMITE & PEST CONTROL	353.25	516943	
INDUSTRIAL & COMMERCIAL MECHANICAL	432.00	516959	
CRAWFORD ELECTRIC SUPPLY COMPANY	90.54	516962	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	17.18	516971	
TITAN AVIATION FUELS	24,721.09	516991	
MUNRO'S UNIFORM SERVICES, LLC	87.70	517026	
			26,837.08**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	26,455.53	516933	
EXPRESS SCRIPTS INC	243,133.68	516985	
ROCKSTAR ACQUISITIONS CORP	135,973.00	517034	
SECURIAN LIFE INSURANCE COMPANY	7,555.67	517036	
MADISON NATIONAL LIFE INSURANCE COM	8,136.99	517037	
RETIREE FIRST	187,954.89	517039	
			609,209.76**
SETEC FUND			
ALLIANCE MECHANICAL SERVICES	7,581.36	516931	
INDUSTRIAL & COMMERCIAL MECHANICAL	456.00	516959	
			8,037.36**
WORKER'S COMPENSATION FD			
MCGRIFF INSURANCE SERVICES, INC	778.00	517025	
			778.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	18,147.58	516816	
CLEAT	5,026.00	516817	
JEFFERSON CTY. TREASURER	14,378.14	516818	
INTERNAL REVENUE SERVICE	208.00	516819	
JEFFERSON CTY. COMMUNITY SUP.	6,489.69	516820	
JEFFERSON CTY. TREASURER - HEALTH	552,279.17	516821	
JEFFERSON CTY. TREASURER - GENERAL	10.00	516822	
JEFFERSON CTY. TREASURER - PAYROLL	2,084,543.37	516823	
JEFFERSON CTY. TREASURER - PAYROLL	715,052.71	516824	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,385.25	516825	
JEFFERSON CTY. TREASURER - TCDRS	835,355.55	516826	
JEFFERSON COUNTY TREASURER	3,933.81	516827	
JEFFERSON COUNTY - TREASURER -	10,288.66	516828	
NECHES FEDERAL CREDIT UNION	30,157.10	516829	
JEFFERSON COUNTY - NATIONWIDE	56,135.53	516830	
SBA - U S DEPARTMENT OF TREASURY	309.28	516831	
ALLSTATE BENEFITS	6,647.86	516832	
CHUBB	6,381.63	516833	
U S DEPARTMENT OF THE TREASURY	225.80	516834	
			4,346,955.13**
LANGUAGE ACCESS FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
MASTERWORD SERVICES, INC	1,383.04	517011	
RUBEN ZAPATA	300.00	517032	
			1,683.04**
ARPA CORONAVIRUS RECOVERY			
TIDAL BASIN GOVERNMENT CONSULTING	14,430.00	517005	
			14,430.00**
SHERIFF - COMMISSARY			
BOB BARKER CO., INC.	263.75	516839	
AMAZON CAPITAL SERVICES	737.00	517029	
			1,000.75**
			5,636,075.28***

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	43.50	516747	
CHAPMAN VENDING	595.66	516781	
			639.16**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	2,548.40	516594	
ENTERGY	100.98	516618	
M&D SUPPLY	23.18	516625	
ACE IMAGEWEAR	78.23	516637	
S.E. TEXAS BUILDING SERVICE	433.33	516639	
SOUTHERN TIRE MART, LLC	67.75	516655	
REPUBLIC SERVICES	73.61	516746	
BASE-SEAL INTERNATIONAL INC	3,960.00	516770	
			7,285.48**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	6,305.49	516594	
ACE IMAGEWEAR	19.92	516637	
AT&T	144.57	516644	
BUMPER TO BUMPER	312.48	516694	
CENTERPOINT ENERGY RESOURCES CORP	60.11	516695	
REPUBLIC SERVICES	83.13	516746	
CY-FAIR TIRE	2,850.54	516766	
GULF COAST	4,218.75	516768	
MODERN CONCRETE & MATERIALS LLC	91.60	516802	
			14,086.59**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	11,625.34	516594	
FARM & HOME SUPPLY	1,245.06	516610	
ENTERGY	31.23	516618	
SOUTHERN TIRE MART, LLC	810.72	516655	
CENTERPOINT ENERGY RESOURCES CORP	55.46	516695	
SHOPPA'S FARM SUPPLY	360.83	516740	
REPUBLIC SERVICES	73.61	516746	
GERALD T PELTIER JR	400.00	516769	
RICHARD SAVANT	1,254.42	516771	
MUNRO'S UNIFORM SERVICES, LLC	38.80	516788	
CITIBANK NA	7.99	516796	
			15,903.46**
ROAD & BRIDGE PCT.#4			
M&D SUPPLY	23.77	516625	
SMART'S TRUCK & TRAILER, INC.	23.67	516638	
AT&T	110.34	516644	
ASCO	392.32	516728	
SILSBEE FORD INC	605.47	516733	
PETROLEUM MATERIALS LLC	24.59	516739	
SHOPPA'S FARM SUPPLY	491.79	516740	
REPUBLIC SERVICES	226.45	516746	
O'REILLY AUTO PARTS	2,087.17	516759	
GULF COAST	13,406.10	516768	
MUNRO'S UNIFORM SERVICES, LLC	243.20	516788	
			17,634.87**
ENGINEERING FUND			
VERIZON WIRELESS	125.66	516669	
			125.66**
PARKS & RECREATION			
SPRINT WASTE SERVICES LP	789.19	516735	
			789.19**
GENERAL FUND			
JEFFERSON CTY. CLERK	2,234.77	516589	
			2,234.77*
TAX OFFICE			
ACE IMAGEWEAR	42.84	516637	

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS ASSOCIATION OF COUNTIES	1,000.00	516648	
UNITED STATES POSTAL SERVICE	609.14	516672	
NEMO-Q	310.00	516731	
REPUBLIC SERVICES	36.80	516746	
ODP BUSINESS SOLUTIONS, LLC	776.29	516787	2,775.07*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	5.76	516672	
VERENICE ROSALES	999.00	516742	1,004.76*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	48.10	516672	
CITIBANK NA	910.00	516796	958.10*
COUNTY CLERK			
CDW COMPUTER CENTERS, INC.	1,122.15	516658	
UNITED STATES POSTAL SERVICE	324.11	516672	1,446.26*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	1.76	516672	
THOMAS O. MOSES	500.00	516697	
ODP BUSINESS SOLUTIONS, LLC	104.20	516787	
AMAZON CAPITAL SERVICES	27.62	516794	
CITIBANK NA	200.00	516796	833.58*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	6.17	516672	6.17*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	123.19	516672	123.19*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	112.50	516608	
PORT ARTHUR NEWS, INC.	26.32	516629	
UNITED STATES POSTAL SERVICE	2.91	516672	
AMAZON CAPITAL SERVICES	6.99	516794	148.72*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	25.00	516591	
CASH ADVANCE ACCOUNT	60.00	516620	
CROWN CASTLE INTERNATIONAL	1,939.38	516689	
UNITED BOARD OF MISSIONS	4,000.00	516776	6,024.38*
DATA PROCESSING			
LINDENMEYR MUNROE	2,875.00	516778	
STEEPMEADOW SOLUTIONS, LLC	6,397.24	516783	
CITIBANK NA	1,504.00	516796	10,776.24*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	182.19	516672	182.19*
ELECTIONS DEPARTMENT			
THE EXAMINER	68.75	516609	
UNITED STATES POSTAL SERVICE	1.87	516672	
ODP BUSINESS SOLUTIONS, LLC	65.94	516787	136.56*
DISTRICT ATTORNEY			
FED EX	14.11	516611	
JAMES ARCENEUX	21.44	516670	
UNITED STATES POSTAL SERVICE	131.61	516672	
PACER SERVICE CENTER	55.00	516678	

NAME	AMOUNT	CHECK NO.	TOTAL
ADA V. CHRISTY, CSR	93.50	516682	
MCM ELEGANTE HOTEL	123.05	516696	
THOMSON REUTERS-WEST	1,379.71	516729	
FUNCTION 4 LLC	118.75	516751	
ODP BUSINESS SOLUTIONS, LLC	153.31	516787	
CAMEO TRAVEL SERVICE	1,694.81	516789	
COUNTY OF DALLAS	2,532.70	516815	6,317.99*
DISTRICT CLERK			
SOUTHEAST TEXAS WATER	16.50	516641	
UNITED STATES POSTAL SERVICE	1,168.35	516672	
JAMIE SMITH	370.00	516700	1,554.85*
CRIMINAL DISTRICT COURT			
DAVID GROVE	4,375.00	516595	
DONALD W. DUESLER & ASSOC.	8,750.00	516607	
MARSHA NORMAND	8,750.00	516626	
KEVIN PAULA SEKALY PC	8,750.00	516635	
KEVIN S. LAINE	4,375.00	516656	
JOHN D WEST	8,750.00	516662	
UNITED STATES POSTAL SERVICE	21.44	516672	
JASON ROBERT NICKS	4,375.00	516712	
MATUSKA LAW FIRM	900.00	516736	49,046.44*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	39.95	516643	39.95*
136TH DISTRICT COURT			
LEXIS-NEXIS	211.00	516673	211.00*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	23.88	516672	23.88*
252ND DISTRICT COURT			
THOMAS J. BURBANK PC	1,700.00	516600	
MIKE VAN ZANDT	8,750.00	516652	
KEVIN S. LAINE	4,375.00	516656	
CHARLES ROJAS	8,750.00	516660	
UNITED STATES POSTAL SERVICE	.64	516672	
JASON ROBERT NICKS	4,375.00	516712	
ALLEN PARKER	8,750.00	516713	
BRITTANIE HOLMES	8,750.00	516725	
MARVIN LEWIS JR	8,750.00	516761	
ODP BUSINESS SOLUTIONS, LLC	166.78	516787	54,367.42*
279TH DISTRICT COURT			
ANITA F. PROVO	357.50	516631	
NATHAN REYNOLDS, JR.	1,540.00	516632	
CHARLES ROJAS	1,050.00	516660	
UNITED STATES POSTAL SERVICE	.64	516672	
JULLIANA REYES	935.00	516757	3,883.14*
317TH DISTRICT COURT			
LAIRON DOWDEN, JR.	325.00	516606	
ANITA F. PROVO	700.00	516631	
NATHAN REYNOLDS, JR.	165.00	516632	
KEVIN PAULA SEKALY PC	325.00	516635	
SOUTHEAST TEXAS WATER	16.95	516640	
GLEN M. CROCKER	325.00	516675	
JOEL WEBB VAZQUEZ	220.00	516693	2,076.95*
JUSTICE COURT-PCT 1 PL 1			
SOUTHEAST TEXAS WATER	35.45	516642	
TEXAS ASSOCIATION OF COUNTIES	290.00	516649	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	70.54	516672	395.99*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	29.44	516672	29.44*
JUSTICE COURT-PCT 2			
CDW COMPUTER CENTERS, INC.	119.97	516658	
THOMSON REUTERS-WEST	137.38	516729	
ODP BUSINESS SOLUTIONS, LLC	544.22	516787	801.57*
JUSTICE COURT-PCT 4			
AT&T	110.35	516644	110.35*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	44.66	516672	44.66*
JUSTICE OF PEACE PCT. 8			
ODP BUSINESS SOLUTIONS, LLC	763.67	516787	763.67*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	3.84	516672	3.84*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	400.00	516592	
DAVID GROVE	250.00	516595	
JACK LAWRENCE	250.00	516596	
DONALD BOUDREAUX	250.00	516599	
CHARLES ROJAS	500.00	516660	
UNITED STATES POSTAL SERVICE	9.60	516672	
JOEL WEBB VAZQUEZ	250.00	516693	
MATUSKA LAW FIRM	250.00	516736	2,159.60*
COUNTY COURT AT LAW NO. 3			
DONALD BOUDREAUX	350.00	516599	
THOMAS J. BURBANK PC	250.00	516600	
MARVA PROVO	250.00	516630	
NATHAN REYNOLDS, JR.	500.00	516632	
LANGSTON ADAMS	300.00	516681	
JOEL WEBB VAZQUEZ	800.00	516693	
KIMBERLY PHELAN, P.C.	400.00	516698	
LAURIE PEROZZO	250.00	516710	
JARED GILTHORPE	500.00	516737	
THE SAMUEL FIRM, PLLC	900.00	516765	
LAW OFFICES OF BREVIN JACKSON	900.00	516799	5,400.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	3.84	516672	3.84*
SHERIFF'S DEPARTMENT			
A-1 TINT & ACCESSORIES	1,579.90	516588	
SCANTRON CORPORATION	981.00	516634	
AT&T	192.76	516644	
UNITED STATES POSTAL SERVICE	1,845.29	516672	
GALLS LLC	728.09	516745	
REPUBLIC SERVICES	73.61	516746	
CITIBANK NA	839.74	516796	
WILLIAM O HORN	1,700.00	516809	7,940.39*
CRIME LABORATORY			
BAK GLOBAL LLC	100.00	516798	100.00*
JAIL - NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
JOHNSTONE SUPPLY	203.88	516597	
COASTAL WELDING SUPPLY INC	359.61	516604	
COBURN SUPPLY COMPANY INC	275.44	516605	
KIRKSEY'S SPRINT PRINTING	24.95	516623	
M&D SUPPLY	94.08	516625	
AT&T	39.61	516644	
ULINE SHIPPING SUPPLY SPECIALI	57.65	516651	
TEXAS GAS SERVICE	906.16	516683	
THOMSON REUTERS-WEST	3,592.25	516729	
REPUBLIC SERVICES	6,247.52	516746	
CORRHEALTH PLLC	643,069.70	516755	
MOORE-ALL TEX SUPPLY	389.65	516756	
CITIBANK NA	107.15	516796	
CIS PATROL SERVICES LLC	5,300.00	516811	
LONE STAR PRISONER TRANSPORT INC	5,000.00	516814	
			665,667.65*
JUVENILE PROBATION DEPT.			
FED EX	164.28	516613	
UNITED STATES POSTAL SERVICE	9.20	516672	
			173.48*
JUVENILE DETENTION HOME			
BEN E KEITH COMPANY	3,280.10	516690	
CENTERPOINT ENERGY RESOURCES CORP	391.86	516695	
GULF COAST ELECTRIC CO., INC.	849.72	516706	
ATTABOY TERMITE & PEST CONTROL	77.10	516709	
AI FILTER SERVICE COMPANY	229.74	516722	
REPUBLIC SERVICES	519.60	516746	
LA COSTA DENTAL OF PORT ARTHUR PA	105.00	516758	
CONNECTED PATH RECOVERY	70.00	516813	
			5,523.12*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	28.54	516672	
			28.54*
CONSTABLE-PCT 4			
AT&T	55.17	516644	
TND WORKWEAR CO LLC	259.80	516752	
			314.97*
CONSTABLE-PCT 6			
GT DISTRIBUTORS, INC.	60.65	516615	
UNITED STATES POSTAL SERVICE	9.60	516672	
			70.25*
AGRICULTURE EXTENSION SVC			
AMAZON CAPITAL SERVICES	27.99	516794	
CITIBANK NA	45.00	516796	
REBECCA CARPENTER	1,685.05	516801	
			1,758.04*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	1,800.00	516603	
UNITED STATES POSTAL SERVICE	77.15	516672	
ODP BUSINESS SOLUTIONS, LLC	658.52	516787	
			2,535.67*
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT.	40.00	516601	
GABRIEL FUNERAL HOME, INC.	900.00	516616	
TEXAS GAS SERVICE	70.00	516684	
LISA WASHINGTON	217.08	516793	
			1,227.08*
ENVIRONMENTAL CONTROL			
ODP BUSINESS SOLUTIONS, LLC	425.50	516787	
CITIBANK NA	100.00	516796	
			525.50*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	516705	

NAME	AMOUNT	CHECK NO.	TOTAL
INDIGENT HEALTHCARE SOLUTIONS LTD	275.00	516707	
CARDINAL HEALTH 110 INC	8,242.97	516730	
CORLISS R RANDLE	1,200.00	516763	
OUTCOMES OPERATING INC	268.00	516808	
			13,758.97*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	516668	
			150.00*
MAINTENANCE-BEAUMONT			
MARK'S PLUMBING PARTS	135.61	516587	
W.W. GRAINGER, INC.	187.58	516617	
CASH ADVANCE ACCOUNT	752.58	516620	
ACE IMAGEWEAR	228.41	516637	
AT&T	4,216.95	516645	
AT&T	99.36	516646	
BAKER DISTRIBUTING COMPANY	273.19	516688	
LANDSCAPER'S WHOLESALE MARKET	931.07	516716	
NORTHERN TOOL AND EQUIPMENT	139.99	516721	
A1 FILTER SERVICE COMPANY	732.70	516722	
REPUBLIC SERVICES	1,558.80	516746	
CINTAS CORPORATION	113.36	516748	
AMAZON CAPITAL SERVICES	41.96	516794	
CITIBANK NA	100.00	516796	
HUNTON DISTRIBUTION	13,473.17	516810	
			22,984.73*
MAINTENANCE-PORT ARTHUR			
SOLAR	18.57	516674	
CAT5 RESOURCES LLC	332.50	516741	
K & M OPERATIONS LLC	390.00	516777	
CITIBANK NA	625.50	516796	
			1,366.57*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	40.37	516637	
CENTERPOINT ENERGY RESOURCES CORP	115.97	516695	
A1 FILTER SERVICE COMPANY	99.50	516722	
REPUBLIC SERVICES	83.13	516746	
			338.97*
SERVICE CENTER			
ACTION AUTO GLASS	495.87	516593	
J.K. CHEVROLET CO.	294.57	516619	
M&D SUPPLY	179.50	516625	
PHILPOTT MOTORS, INC.	497.79	516628	
AT&T	96.38	516644	
VIN'S PAINT & BODY, INC.	4,963.96	516657	
JEFFERSON CTY. TAX OFFICE	16.75	516663	
JEFFERSON CTY. TAX OFFICE	7.50	516664	
JEFFERSON CTY. TAX OFFICE	7.50	516665	
JEFFERSON CTY. TAX OFFICE	7.50	516666	
JEFFERSON CTY. TAX OFFICE	7.50	516667	
BUMPER TO BUMPER	2,082.96	516694	
AIRPORT GULF TOWING LLC	125.00	516699	
ARROW-MAGNOLIA INTERNATIONAL INC	169.99	516708	
MIGHTY OF SOUTHEAST TEXAS	95.97	516717	
SPANKY'S WRECKER SERVICE INC	150.00	516724	
ADVANCE AUTO PARTS	359.54	516727	
SILSBEE FORD INC	871.83	516733	
1800RADIATOR & AC	710.00	516743	
REPUBLIC SERVICES	83.13	516746	
DENNIS LOWE	605.50	516749	
MIDNIGHT AUTO	589.07	516750	
O'REILLY AUTO PARTS	255.31	516760	
MICHAEL J GARNER	85.00	516775	
TOWN AND COUNTRY FORD	3,003.67	516807	
			15,761.79*
VETERANS SERVICE			
US POSTAL SERVICE	340.00	516677	
			340.00*
MOSQUITO CONTROL FUND			894,450.29**



NAME	AMOUNT	CHECK NO.	TOTAL
SETZER HARDWARE, INC.	74.02	516636	
ACE IMAGEWEAR	74.42	516637	
WYLIE MANUFACTURING CO.	270.20	516653	
CENTERPOINT ENERGY RESOURCES CORP	147.03	516695	
LJA ENGINEERING INC	507.50	516723	
REPUBLIC SERVICES	83.13	516746	
O'REILLY AUTO PARTS	95.06	516759	
PARKER'S BUILDING SUPPLY	16.38	516791	
J.C. FAMILY TREATMENT			1,267.74**
MARY BEVIL	1,350.50	516774	
CONNECTED PATH RECOVERY	210.00	516813	
LAW LIBRARY FUND			1,560.50**
THOMSON REUTERS-WEST	3,196.99	516729	
EMPG GRANT			3,196.99**
VERIZON WIRELESS	78.73	516668	
GRANT A STATE AID			78.73**
BI INCORPORATED	252.00	516661	
GRAYSON COUNTY DEPT OF JUVENILE	24,410.00	516744	
TCSI, LLC	18,050.54	516772	
RITE OF PASSAGE	1,100.00	516773	
COMMUNITY SUPERVISION FND			43,812.54**
UNITED STATES POSTAL SERVICE	175.52	516672	
REDWOOD TOXICOLOGY LABORATORY, INC	248.24	516702	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	516705	
JCCSC	600.00	516715	
ODP BUSINESS SOLUTIONS, LLC	149.29	516787	
BAK GLOBAL LLC	200.00	516797	
JAG GRANTS			8,338.05**
CDW COMPUTER CENTERS, INC.	734.92	516658	
SHERIFF'S TRAINING GRANT			734.92**
EAN SERVICES LLC	989.00	516738	
LAW OFFICER TRAINING GRT			989.00**
VECTOR SECURITY	134.85	516753	
COUNTY CLERK - RECORD MGT			134.85**
MANATRON INC	14,341.00	516703	
COUNTY RECORDS MANAGEMENT			14,341.00**
UNITED STATES POSTAL SERVICE	.64	516672	
HOTEL OCCUPANCY TAX FUND			.64**
CITY OF PORT ARTHUR	21,800.00	516602	
MUSEUM OF THE GULF COAST	8,070.00	516659	
UNITED STATES POSTAL SERVICE	54.94	516672	
ART MUSEUM OF SOUTHEAST TEXAS	7,500.00	516676	
SOUTHEAST TEXAS BASEBALL/ACADEMY	9,978.00	516679	
BEAUMONT HERITAGE SOCIETY	1,137.00	516685	
BEAUMONT CONVENTION & VISITOR BUREA	11,000.00	516686	
BEAUMONT CONVENTION & VISITOR BUREA	3,000.00	516687	
SPINDLETOP-GLADYS CITY BOOMTOWN	6,004.00	516691	
LAMAR STATE COLLEGE/PORT ARTHUR	2,000.00	516692	
THE ART STUDIO	1,000.00	516704	
EDISON PLAZA MUSEUM	775.00	516711	
PORT ARTHUR CONVENTION & TOURIST	10,855.00	516720	

NAME	AMOUNT	CHECK NO.	TOTAL
REPUBLIC SERVICES	83.13	516746	
COTTON CARGO	20.00	516767	
DOWNTOWN BEAUMONT CULTURAL ARTS	1,000.00	516779	
GOLDEN TRIANGLE AUDUBON SOCIETY	4,485.00	516780	
PLUMBING SOLUTIONS	217.20	516782	
SALT CLUB	1,500.00	516785	
MUNRO'S UNIFORM SERVICES, LLC	275.54	516788	
CITIBANK NA	119.99	516796	
BEAUMONT BOTANICAL GARDENS INC	21,000.00	516804	
PEAK FIGHTING LLC	3,000.00	516805	
			114,874.80**
CAPITAL PROJECTS FUND			
TIM RICHARDSON	9,000.00	516732	
			9,000.00**
C O SERIES 2019 PROJECTS			
JOHNSON CONTROLS, INC.	79,139.50	516621	
JOHNSON CONTROLS, INC.	12,456.00	516622	
			91,595.50**
AIRPORT FUND			
N&T CONSTRUCTION COMPANY, INC.	8,882.00	516590	
SPIDLE & SPIDLE	3,052.14	516594	
TEEX	2,800.00	516598	
COBURN SUPPLY COMPANY INC	5.00	516605	
FED EX	87.00	516612	
W.W. GRAINGER, INC.	19.07	516617	
LOUIS' YAZOO SALES & SERVICE, LLC	34.95	516624	
SANITARY SUPPLY, INC.	395.77	516633	
SMART'S TRUCK & TRAILER, INC.	593.25	516638	
S.E. TEXAS BUILDING SERVICE	4,768.34	516639	
AT&T	495.22	516644	
LOWE'S HOME CENTERS, INC.	384.14	516680	
CENTERPOINT ENERGY RESOURCES CORP	1,240.27	516695	
DIRECT ENTERTAINMENT	300.00	516701	
DELTA INDUSTRIAL SERVICE & SUPPLY	3,875.00	516718	
COUNTY HOME AND RANCH LP	80.59	516719	
CRAWFORD ELECTRIC SUPPLY COMPANY	84.85	516726	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	195.81	516734	
REPUBLIC SERVICES	332.52	516746	
TITAN AVIATION FUELS	97,441.77	516762	
NUTRIEN AG SOLUTIONS, INC	6,197.50	516764	
CHARTER COMMUNICATIONS	125.65	516784	
ODP BUSINESS SOLUTIONS, LLC	206.70	516787	
MUNRO'S UNIFORM SERVICES, LLC	87.70	516788	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	38.28	516790	
SIDDONS MARTIN EMERGENCY GROUP LLC	612.16	516792	
AMAZON CAPITAL SERVICES	102.40	516794	
CITIBANK NA	1,841.67	516796	
KEEL ENTERPRISES LLC	340.00	516803	
			134,619.75**
AIRPORT IMPROVE. GRANTS			
FITZ & SHIPMAN, INC.	4,250.00	516614	
GARVER LLC	86,673.00	516714	
			90,923.00**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	135,602.48	516754	
ROCKSTAR ACQUISITIONS CORP	54,932.00	516806	
			190,534.48**
SETEC FUND			
REPUBLIC SERVICES	2,220.00	516746	
			2,220.00**
SHERIFF'S FORFEITURE FUND			
OCARC INC	600.00	516654	
			600.00**
LANGUAGE ACCESS FUND			
RUBEN ZAPATA	200.00	516800	
			200.00**
ARPA CORONAVIRUS RECOVERY			

NAME	AMOUNT	CHECK NO.	TOTAL
NUTRITION & SERVICES FOR SENIORS	7,612.50	516627	
BRAVE/ARCHITECTURE INC	30,924.35	516812	
GLO DISASTER RECOVERY			38,536.85**
TEXAS DEPT OF TRANSPORTATION	200,000.00	516650	
MARINE DIVISION			200,000.00**
AT&T	116.50	516644	
SUN COAST RESOURCES, LLC.	14,517.51	516647	
			14,634.01**
			1,913,108.05***

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	43.50	516522	
CHAPMAN VENDING	354.74	516553	
			398.24**
ROAD & BRIDGE PCT.#1			
ENTERGY	340.74	516406	
SANITARY SUPPLY, INC.	50.40	516432	
ACE IMAGEWEAR	131.02	516434	
FUNCTION 4 LLC	31.00	516529	
			553.16**
ROAD & BRIDGE PCT.#2			
ENTERGY	547.04	516406	
M&D SUPPLY	35.01	516418	
MOTION INDUSTRIES, INC.	166.50	516422	
ACE IMAGEWEAR	19.92	516434	
S.E. TEXAS BUILDING SERVICE	520.00	516437	
W. JEFFERSON COUNTY M.W.D.	29.93	516452	
BUMPER TO BUMPER	69.04	516485	
ALL SERV INDUSTRIAL LLC	654.96	516498	
FUNCTION 4 LLC	31.00	516529	
			2,073.40**
ROAD & BRIDGE PCT. # 3			
CITY OF PORT ARTHUR - WATER DEPT.	53.48	516397	
WINDSTREAM	48.97	516489	
ASCO	1,292.50	516513	
MARTIN MARIETTA MATERIALS	8,597.88	516520	
FUNCTION 4 LLC	62.00	516529	
ALL TERRAIN EQUIPMENT CO	2,431.92	516533	
ODP BUSINESS SOLUTIONS, LLC	82.48	516567	
MUNRO'S UNIFORM SERVICES, LLC	193.43	516569	
			12,762.66**
ROAD & BRIDGE PCT.#4			
COASTAL WELDING SUPPLY INC	133.32	516398	
ENTERGY	21.94	516406	
M&D SUPPLY	102.46	516418	
SMART'S TRUCK & TRAILER, INC.	147.79	516436	
SOUTHEAST TEXAS WATER	49.95	516439	
UNITED STATES POSTAL SERVICE	15.41	516466	
UNITED STATES POSTAL SERVICE	10.31	516468	
HLAVINKA EQUIPMENT COMPANY	107.25	516493	
INTERSTATE ALL BATTERY CENTER - BMT	142.95	516499	
ASCO	719.50	516513	
FUNCTION 4 LLC	112.00	516529	
O'REILLY AUTO PARTS	312.59	516539	
GULF COAST	386.10	516545	
MUNRO'S UNIFORM SERVICES, LLC	71.34	516569	
TEXAS ASSOCIATION OF COUNTIES	225.00	516579	
			2,557.91**
ENGINEERING FUND			
VERIZON WIRELESS	122.56	516463	
FUNCTION 4 LLC	62.00	516529	
FUNCTION 4 LLC	93.20	516530	
			277.76**
PARKS & RECREATION			
ENTERGY	1,034.74	516406	
RICHARD SAVANT	1,300.11	516549	
PARKER'S BUILDING SUPPLY	75.98	516572	
			2,410.83**
GENERAL FUND			
TAX OFFICE			
AT&T	182.19	516443	
UNITED STATES POSTAL SERVICE	432.12	516466	
UNITED STATES POSTAL SERVICE	389.31	516468	
FUNCTION 4 LLC	155.00	516529	
			1,158.62*
COUNTY HUMAN RESOURCES			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	6.49	516466	
UNITED STATES POSTAL SERVICE	.64	516468	
FUNCTION 4 LLC	31.00	516529	38.13*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	39.95	516440	
UNITED STATES POSTAL SERVICE	7.87	516466	
UNITED STATES POSTAL SERVICE	37.63	516468	
FUNCTION 4 LLC	31.00	516529	
PATRICIA MOODY	13.80	516536	
KATRENA THERIOT	54.27	516542	
ODP BUSINESS SOLUTIONS, LLC	260.36	516567	444.88*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	215.48	516415	
UNITED STATES POSTAL SERVICE	452.64	516466	
UNITED STATES POSTAL SERVICE	253.30	516468	
FUNCTION 4 LLC	467.00	516529	
ODP BUSINESS SOLUTIONS, LLC	52.68	516567	
AMAZON CAPITAL SERVICES	43.39	516573	1,484.49*
COUNTY JUDGE			
ANITA F. PROVO	500.00	516428	
UNITED STATES POSTAL SERVICE	5.12	516466	
UNITED STATES POSTAL SERVICE	7.52	516468	
HARVEY L WARREN III	500.00	516501	
WILLIAM FORD DISHMAN	500.00	516514	
FUNCTION 4 LLC	31.00	516529	1,543.64*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.88	516466	
UNITED STATES POSTAL SERVICE	2.56	516468	
FUNCTION 4 LLC	31.00	516529	34.44*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	186.32	516466	
UNITED STATES POSTAL SERVICE	155.38	516468	
FUNCTION 4 LLC	62.00	516529	403.70*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	350.00	516529	
FUNCTION 4 LLC	93.20	516530	
BOSWORTH PAPERS	962.76	516551	1,405.96*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	20.17	516466	
FUNCTION 4 LLC	31.00	516529	51.17*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	1,350.00	516413	
TEXAS WILDLIFE DAMAGE MGMT FUND	3,200.00	516449	
INTERFACE EAP, INC	1,296.00	516456	
EAST TEXAS WATER PLANNING GROUP	3,337.84	516476	
PATILLO BROWN & HILL LLP	46,800.00	516504	
BOSWORTH PAPERS	1,732.50	516551	
MCKENNA BAKER	38.65	516565	57,754.99*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	116.06	516457	
SHI GOVERNMENT SOLUTIONS, INC.	13,629.00	516472	
FUNCTION 4 LLC	31.00	516529	13,776.06*
VOTERS REGISTRATION DEPT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	405.74	516466	
UNITED STATES POSTAL SERVICE	249.91	516468	
FUNCTION 4 LLC	31.00	516529	686.65*
ELECTIONS DEPARTMENT			
FUNCTION 4 LLC	31.00	516529	31.00*
DISTRICT ATTORNEY			
NELL MCCALLUM & ASSOC., INC.	980.03	516420	
UNITED STATES POSTAL SERVICE	307.64	516466	
UNITED STATES POSTAL SERVICE	179.10	516468	
SUMMER TANNER	382.50	516490	
FUNCTION 4 LLC	155.00	516529	
MELISA STAPLES	7,265.73	516586	9,270.00*
DISTRICT CLERK			
TEXAS ASSOCIATION OF COUNTIES	275.00	516447	
UNITED STATES POSTAL SERVICE	275.78	516466	
UNITED STATES POSTAL SERVICE	246.71	516468	
FUNCTION 4 LLC	601.00	516529	
ODP BUSINESS SOLUTIONS, LLC	148.73	516567	1,547.22*
CRIMINAL DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	3,806.25	516393	
UNITED STATES POSTAL SERVICE	.53	516468	
FUNCTION 4 LLC	62.00	516529	3,868.78*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.64	516468	
FUNCTION 4 LLC	31.00	516529	31.64*
60TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	516529	31.00*
136TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	516529	31.00*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	15.36	516468	
FUNCTION 4 LLC	31.00	516529	46.36*
252ND DISTRICT COURT			
TEXAS CENTER FOR JUDICIARY	150.00	516448	
UNITED STATES POSTAL SERVICE	.64	516466	
UNITED STATES POSTAL SERVICE	17.86	516468	
SUMMER TANNER	1,936.00	516490	
LAURIE PEROZZO	900.00	516500	
M.K. HAMZA, PHD, P.A.	1,600.00	516509	
FUNCTION 4 LLC	62.00	516529	4,666.50*
279TH DISTRICT COURT			
THOMAS J. BURBANK PC	325.00	516395	
ANITA F. PROVO	1,072.50	516428	
SOUTHEAST TEXAS WATER	27.20	516442	
GLEN M. CROCKER	325.00	516473	
JOEL WEBB VAZQUEZ	990.00	516483	
BRITTANIE HOLMES	990.00	516507	
WILLIAM FORD DISHMAN	220.00	516514	
MATUSKA LAW FIRM	700.00	516516	
LINDSEY SCOTT	220.00	516519	
FUNCTION 4 LLC	31.00	516529	
JULLIANA REYES	110.00	516538	
JULIANNA NICKS	825.00	516585	5,835.70*
317TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
DONEANE E. BECKCOM	220.00	516474	
LANGSTON ADAMS	325.00	516478	
RONALD PLESSALA	325.00	516495	
WILLIAM FORD DISHMAN	440.00	516514	
LINDSEY SCOTT	1,050.00	516519	
FUNCTION 4 LLC	31.00	516529	
SHELANDER LAW OFFICE	770.00	516554	
JUSTICE COURT-PCT 1 PL 1			3,161.00*
TEXAS ASSOCIATION OF COUNTIES	290.00	516447	
UNITED STATES POSTAL SERVICE	73.05	516466	
UNITED STATES POSTAL SERVICE	51.34	516468	
FUNCTION 4 LLC	31.00	516529	
JUSTICE COURT-PCT 1 PL 2			445.39*
UNITED STATES POSTAL SERVICE	49.28	516466	
UNITED STATES POSTAL SERVICE	35.58	516468	
FUNCTION 4 LLC	31.00	516529	
JUSTICE COURT-PCT 4			115.86*
FUNCTION 4 LLC	31.00	516529	
JUSTICE COURT-PCT 6			31.00*
UNITED STATES POSTAL SERVICE	28.91	516466	
UNITED STATES POSTAL SERVICE	41.17	516468	
FUNCTION 4 LLC	31.00	516529	
JUSTICE OF PEACE PCT. 8			101.08*
FUNCTION 4 LLC	31.00	516529	
COUNTY COURT AT LAW NO.1			31.00*
UNITED STATES POSTAL SERVICE	8.80	516466	
UNITED STATES POSTAL SERVICE	.64	516468	
SIERRA SPRING WATER CO. - BT	129.91	516469	
FUNCTION 4 LLC	31.00	516529	
COUNTY COURT AT LAW NO. 2			170.35*
JACK LAWRENCE	500.00	516389	
THOMAS J. BURBANK PC	250.00	516395	
EDWARD B. GRIPON, M.D., P.A.	795.00	516404	
JOHN EUGENE MACEY	825.00	516419	
MARVA PROVO	750.00	516427	
NATHAN REYNOLDS, JR.	550.00	516429	
UNITED STATES POSTAL SERVICE	20.48	516466	
UNITED STATES POSTAL SERVICE	4.48	516468	
SIERRA SPRING WATER CO. - BT	45.48	516470	
LAURIE PEROZZO	250.00	516500	
WILLIAM MARCUS WILKERSON	250.00	516508	
LINDSEY SCOTT	300.00	516519	
JENNIFER DELAGE	700.00	516524	
FUNCTION 4 LLC	31.00	516529	
BUDDIE J HAHN	377.70	516546	
BENJAMIN ALAN JEFFERIES	550.00	516577	
COUNTY COURT AT LAW NO. 3			6,199.14*
A. MARK FAGGARD	250.00	516400	
MARVA PROVO	250.00	516427	
NATHAN REYNOLDS, JR.	1,050.00	516429	
UNITED STATES POSTAL SERVICE	8.32	516466	
UNITED STATES POSTAL SERVICE	1.92	516468	
SIERRA SPRING WATER CO. - BT	36.98	516471	
JOEL WEBB VAZQUEZ	650.00	516483	
KIMBERLY PHELAN, P.C.	600.00	516488	
LAURIE PEROZZO	300.00	516500	
FUNCTION 4 LLC	31.00	516529	

NAME	AMOUNT	CHECK NO.	TOTAL
LAW OFFICE OF GILES R COLE & ASSOC	250.00	516552	
BENJAMIN ALAN JEFFERIES	500.00	516577	
COURT MASTER			3,928.22*
FUNCTION 4 LLC	31.00	516529	
MEDIATION CENTER			31.00*
UNITED STATES POSTAL SERVICE	3.84	516466	
UNITED STATES POSTAL SERVICE	7.68	516468	
FUNCTION 4 LLC	31.00	516529	
COMMUNITY SUPERVISION			42.52*
FUNCTION 4 LLC	124.00	516529	
SHERIFF'S DEPARTMENT			124.00*
ENTERGY	637.50	516406	
AT&T	49.97	516445	
UNITED STATES POSTAL SERVICE	1,954.65	516466	
UNITED STATES POSTAL SERVICE	1,834.77	516468	
RITA HURT	1,650.00	516506	
SILSBEE FORD INC	578.66	516515	
GALLS LLC	1,715.89	516518	
FUNCTION 4 LLC	310.00	516529	
ODP BUSINESS SOLUTIONS, LLC	1,745.95	516567	
BEAUMONT OCCUPATIONAL SERVICES	227.70	516575	
CRIME LABORATORY			10,705.09*
ALLOMETRICS INC.	205.00	516387	
FED EX	214.09	516402	
SOUTHEAST TEXAS WATER	79.90	516438	
TECHSCAN INC	660.00	516487	
LIPOMED	50.44	516502	
ALDINGER COMPANY	874.90	516512	
FUNCTION 4 LLC	31.00	516529	
LEEDS PRECISION INSTRUMENTS, INC.	3,395.00	516540	
COURTNEY RIVERS	65.00	516558	
AMY COMER	170.86	516564	
ODP BUSINESS SOLUTIONS, LLC	90.12	516567	
JAIL - NO. 2			5,836.31*
JOHNSTONE SUPPLY	408.19	516390	
CITY OF BEAUMONT - WATER DEPT.	16.00	516396	
COBURN SUPPLY COMPANY INC	254.92	516399	
ENTERGY	5,068.17	516406	
JACK BROOKS REGIONAL AIRPORT	485.13	516412	
CASH ADVANCE ACCOUNT	437.70	516413	
JOHNSON SUPPLY	293.32	516414	
KOMMERCIAL KITCHENS	108.90	516416	
OVERHEAD DOOR CO.	1,903.33	516424	
SHERWIN-WILLIAMS	1,601.79	516435	
WORTH HYDROCHEM OF THE GULF COAST	390.00	516453	
LOWE'S HOME CENTERS, INC.	171.91	516475	
GALLS LLC	99.64	516518	
FUNCTION 4 LLC	217.00	516529	
FERGUSON ENTERPRISES INC	9,321.23	516531	
MOORE-ALL TEX SUPPLY	41.37	516537	
TRINITY SERVICES GROUP INC	46,700.35	516544	
WALMART CAPITAL ONE	326.80	516556	
ODP BUSINESS SOLUTIONS, LLC	1,327.44	516567	
JUVENILE PROBATION DEPT.			69,173.19*
FED EX	176.89	516401	
CASH ADVANCE ACCOUNT	2,058.48	516413	
CHERYL TARVER	93.80	516455	
UNITED STATES POSTAL SERVICE	2.56	516466	
UNITED STATES POSTAL SERVICE	11.77	516468	



NAME	AMOUNT	CHECK NO.	TOTAL
SHANNA CITIZEN	25.46	516477	
FUNCTION 4 LLC	93.00	516529	
ODP BUSINESS SOLUTIONS, LLC	152.01	516567	
NICOLE CLARK	246.56	516580	
JUVENILE DETENTION HOME			2,860.53*
S.E. TEXAS BUILDING SERVICE	2,250.00	516437	
CHARMTEX INC.	862.10	516481	
BEN E KEITH COMPANY	4,417.06	516482	
FUNCTION 4 LLC	31.00	516529	
VACUUM CITY & UNIQUE GIFTS	709.99	516535	
VEQUAL ROBERTS	400.00	516550	
FLOWERS BAKING COMPANY OF HOUSTON	178.09	516570	
BAK GLOBAL LLC	200.00	516574	
CONSTABLE PCT 1			9,048.24*
UNITED STATES POSTAL SERVICE	55.23	516466	
UNITED STATES POSTAL SERVICE	45.04	516468	
FUNCTION 4 LLC	31.00	516529	
CONSTABLE-PCT 4			131.27*
DISH NETWORK	87.42	516492	
FUNCTION 4 LLC	31.00	516529	
ODP BUSINESS SOLUTIONS, LLC	123.49	516567	
CONSTABLE-PCT 6			241.91*
UNITED STATES POSTAL SERVICE	21.06	516466	
UNITED STATES POSTAL SERVICE	6.32	516468	
FUNCTION 4 LLC	31.00	516529	
CONSTABLE PCT. 8			58.38*
FUNCTION 4 LLC	31.00	516529	
AGRICULTURE EXTENSION SVC			31.00*
UNITED STATES POSTAL SERVICE	67.20	516468	
FUNCTION 4 LLC	31.00	516529	
WALMART CAPITAL ONE	154.52	516556	
HALLEE M SMITH	175.54	516559	
HEALTH AND WELFARE NO. 1			428.26*
BROUSSARD'S MORTUARY	900.00	516394	
MERCY FUNERAL HOME	900.00	516421	
UNITED STATES POSTAL SERVICE	38.72	516466	
UNITED STATES POSTAL SERVICE	33.68	516468	
FUNCTION 4 LLC	62.00	516529	
HEALTH AND WELFARE NO. 2			1,934.40*
ENTERGY	280.00	516409	
FUNCTION 4 LLC	62.00	516529	
NURSE PRACTITIONER			342.00*
RACHAEL COE	124.00	516464	
FUNCTION 4 LLC	31.00	516529	
BAK GLOBAL LLC	100.00	516574	
ENVIRONMENTAL CONTROL			255.00*
TEXAS FLOODPLAIN MGMT. ASSN.	50.00	516450	
FUNCTION 4 LLC	31.00	516529	
INDIGENT MEDICAL SERVICES			81.00*
KAYLEE BENNETT	10.00	516548	
EMERGENCY MANAGEMENT			10.00*

NAME	AMOUNT	CHECK NO.	TOTAL
WALMART CAPITAL ONE	43.04	516556	43.04*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - LANDFILL	71.50	516392	
W.W. GRAINGER, INC.	419.75	516403	
M&D SUPPLY	34.81	516418	
SANITARY SUPPLY, INC.	1,105.98	516432	
ACE IMAGEWEAR	271.62	516434	
S.E. TEXAS BUILDING SERVICE	24,342.17	516437	
AT&T	310.06	516444	
WARREN EQUIPMENT CO.	5,110.00	516451	
WORTH HYDROCHEM OF THE GULF COAST	290.00	516453	
TEXAS FIRE & COMMUNICATIONS	105.00	516460	
AT&T GLOBAL SERVICES	473.50	516479	
ACTION OVERHEAD DOOR LLC	4,003.55	516510	
FUNCTION 4 LLC	31.00	516529	
FERGUSON ENTERPRISES INC	1,170.92	516531	
PLUMBING SOLUTIONS	370.00	516555	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	62.18	516571	38,172.04*
MAINTENANCE-PORT ARTHUR			
ENTERGY	3,996.18	516406	
KIRKSEY'S SPRINT PRINTING	24.95	516415	
SAM'S WESTERN WEAR, INC.	599.39	516431	
SANITARY SUPPLY, INC.	1,854.05	516432	
S.E. TEXAS BUILDING SERVICE	5,000.00	516437	
AT&T	959.16	516446	
LOWE'S HOME CENTERS, INC.	51.59	516475	
NELSON WATER GARDEN & NURSERY	1,184.00	516521	
FUNCTION 4 LLC	93.00	516529	
VECTOR SECURITY	3,650.00	516532	
CHARTER COMMUNICATIONS	113.89	516563	
PARKER'S BUILDING SUPPLY	326.74	516572	17,852.95*
MAINTENANCE-MID COUNTY			
ENTERGY	2,000.74	516406	
RITTER @ HOME	24.96	516430	
ACE IMAGEWEAR	100.76	516434	
S.E. TEXAS BUILDING SERVICE	3,249.99	516437	
AT&T	844.06	516443	
FUNCTION 4 LLC	31.00	516529	6,251.51*
SERVICE CENTER			
ACTION AUTO GLASS	403.89	516386	
SPIDLE & SPIDLE	16,442.66	516388	
J.K. CHEVROLET CO.	265.00	516411	
THE MUFFLER SHOP	84.00	516423	
PHILPOTT MOTORS, INC.	842.03	516425	
JEFFERSON CTY. TAX OFFICE	7.50	516461	
VOYAGER FLEET SYSTEM, INC.	25,111.77	516480	
BUMPER TO BUMPER	1,417.07	516485	
ROBERT'S TEXACO XPRESS LUBE	105.00	516496	
AMERICAN TIRE DISTRIBUTORS	296.18	516497	
MIGHTY OF SOUTHEAST TEXAS	310.83	516503	
ADVANCE AUTO PARTS	103.98	516511	
MIDNIGHT AUTO	434.85	516525	
FUNCTION 4 LLC	31.00	516529	
MUNRO'S UNIFORM SERVICES, LLC	64.89	516569	45,790.87*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	8.92	516466	
UNITED STATES POSTAL SERVICE	7.29	516468	
FUNCTION 4 LLC	62.00	516529	78.21*
			327,847.69**
MOSQUITO CONTROL FUND			
ENTERGY	401.80	516406	

NAME	AMOUNT	CHECK NO.	TOTAL
INTERSTATE BATTERIES OF BEAUMONT/PA	159.99	516410	
JACK BROOKS REGIONAL AIRPORT	2,101.73	516412	
SETZER HARDWARE, INC.	135.65	516433	
ACE IMAGEWEAR	74.42	516434	
AT&T	55.90	516443	
WYLIE MANUFACTURING CO.	126.87	516454	
AUTO TRIM EXPRESS	300.00	516458	
FUNCTION 4 LLC	31.00	516529	
CY-FAIR TIRE	35.45	516543	
			3,422.81**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	516529	
SECURITY FEE FUND			31.00**
ALLIED UNIVERSAL SECURITY SERVICES	9,710.14	516547	
ODP BUSINESS SOLUTIONS, LLC	350.95	516567	
			10,061.09**
LAW LIBRARY FUND			
FUNCTION 4 LLC	31.00	516529	
EMPG GRANT			31.00**
SOUTHEAST TEXAS WATER	38.70	516441	
FUNCTION 4 LLC	31.00	516529	
FUNCTION 4 LLC	46.60	516530	
			116.30**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	65.54	516462	
GRANT A STATE AID			65.54**
PATTILLO BROWN & HILL LLP	6,600.00	516504	
COMMUNITY SUPERVISION FND			6,600.00**
CASH ADVANCE ACCOUNT	1,088.12	516413	
UNITED STATES POSTAL SERVICE	32.00	516466	
UNITED STATES POSTAL SERVICE	46.27	516468	
PATTILLO BROWN & HILL LLP	6,600.00	516504	
FUNCTION 4 LLC	62.00	516529	
CHARTER COMMUNICATIONS	128.75	516562	
			7,957.14**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC	31.00	516529	
DRUG DIVERSION PROGRAM			31.00**
CASH ADVANCE ACCOUNT	681.40	516413	
FUNCTION 4 LLC	31.00	516529	
			712.40**
JAG GRANTS			
CDW COMPUTER CENTERS, INC.	734.92	516457	
LAW OFFICER TRAINING GRT			734.92**
ENTERGY	258.38	516406	
CLEAR BOOKS	413.63	516561	
			672.01**
HOTEL OCCUPANCY TAX FUND			
M&D SUPPLY	30.72	516418	
AT&T	109.18	516443	
UNITED STATES POSTAL SERVICE	35.51	516466	
ALLIANCE MECHANICAL SERVICES	795.00	516484	
DISH NETWORK	138.43	516491	
INSIGHT PUBLIC SECTOR INC	449.85	516517	
CINTAS CORPORATION	56.46	516523	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	31.00	516529	
FUNCTION 4 LLC	93.20	516530	
CHAPMAN VENDING	149.90	516553	
MUNRO'S UNIFORM SERVICES, LLC	398.81	516569	2,288.06**
CRIME LAB FUNDING CJD			
AGILENT TECHNOLOGIES	427.20	516391	427.20**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	62.00	516529	62.00**
CAPITAL PROJECTS FUND			
FREESE AND NICHOLS, INC	1,174.18	516557	1,174.18**
AIRPORT FUND			
ENTERGY	11,921.19	516408	
AVIATION LABORATORIES	1,639.00	516459	
UNITED STATES POSTAL SERVICE	1.28	516466	
UNITED STATES POSTAL SERVICE	.64	516468	
FUNCTION 4 LLC	62.00	516529	
MCGRIFF INSURANCE SERVICES, INC	11,604.00	516568	25,228.11**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	173,322.23	516534	
NEUROMUSCULAR CORPORATE SOLUTIONS	18,000.00	516541	
SECURIAN LIFE INSURANCE COMPANY	28,249.99	516581	
SECURIAN LIFE INSURANCE COMPANY	21,331.68	516582	
MADISON NATIONAL LIFE INSURANCE COM	8,132.47	516583	
MADISON NATIONAL LIFE INSURANCE COM	8,192.03	516584	257,228.40**
SHERIFF'S FORFEITURE FUND			
SIMCOM TRAINING CENTER	13,260.00	516486	13,260.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	18,007.58	516367	
CLEAT	5,046.00	516368	
JEFFERSON CTY. TREASURER	14,004.50	516369	
INTERNAL REVENUE SERVICE	208.00	516370	
JEFFERSON CTY. COMMUNITY SUP.	6,489.69	516371	
JEFFERSON CTY. TREASURER - HEALTH	552,849.77	516372	
JEFFERSON CTY. TREASURER - GENERAL	10.00	516373	
JEFFERSON CTY. TREASURER - PAYROLL	2,136,222.50	516374	
JEFFERSON CTY. TREASURER - PAYROLL	730,108.90	516375	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,385.25	516376	
JEFFERSON CTY. TREASURER - TCDRS	854,028.05	516377	
JEFFERSON COUNTY TREASURER	3,782.91	516378	
JEFFERSON COUNTY - TREASURER -	10,479.11	516379	
NECHES FEDERAL CREDIT UNION	30,157.10	516380	
JEFFERSON COUNTY - NATIONWIDE	56,345.53	516381	
SBA - U S DEPARTMENT OF TREASURY	309.28	516382	
ALLSTATE BENEFITS	6,647.86	516383	
CHUBB	6,415.77	516384	
U S DEPARTMENT OF THE TREASURY	284.27	516385	4,432,782.07**
LATCF FEDERAL GRANT			
PITNEY BOWES INC	24,418.60	516426	24,418.60**
JUSTICE COURT SUPPORT FND			
ODP BUSINESS SOLUTIONS, LLC	107.97	516567	107.97**
LANGUAGE ACCESS FUND			
MASTERWORD SERVICES, INC	632.39	516560	
RUBEN ZAPATA	200.00	516576	832.39**
ARPA CORONAVIRUS RECOVERY			

NAME	AMOUNT	CHECK NO:	TOTAL
SPINDLETOP MHMR	370,648.00	516417	
SILSBEE FORD INC	32,954.95	516515	
GUARDIANSHIP FEE			403,602.95**
BRITTANIE HOLMES	250.00	516507	
APPELLATE JUDICIAL SYSTEM			250.00**
9TH COURT OF APPEALS	2,228.26	516494	
MARINE DIVISION			2,228.26**
ENTERGY	624.28	516406	
NIGHT FLIGHT CONCEPTS INC	585.00	516505	
GALLS LLC	35.15	516518	
SHERIFF - COMMISSARY			1,244.43**
WALMART CAPITAL ONE	174.67	516556	
HOBART SERVICE	602.03	516578	
			776.70**
			5,545,228.18***

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FAX 512-463-5569  
Filing Fee: None

This space reserved for office use



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, DANIEL HIDALGO, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of COMMISSIONER, JEFFERSON COUNTY ESD #5 of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

[Signature]  
Signature of Officer

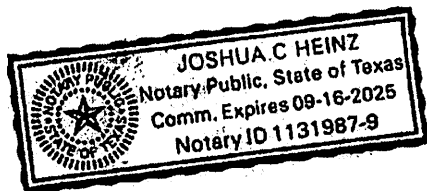
Certification of Person Authorized to Administer Oath

State of Texas

County of Jefferson

Sworn to and subscribed before me on this 2<sup>nd</sup> day of April, 2024.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)



[Signature]

Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

Joshua Heinz

Printed or Typed Name

Form #2201 Rev. 05/2020  
Submit to:  
**SECRETARY OF STATE**  
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Section P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



**STATEMENT OF OFFICER**

**Statement**

I, DANIEL HIDALGO, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: JEFFERSON COUNTY ESD #5

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 04/02/2024

[Handwritten Signature]  
Signature of Officer

Form #2204 Rev 9/2017

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512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Gerald J. Nelson, Jr, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Commissioner Jefferson County ESD #5 of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

[Signature]  
Signature of Office

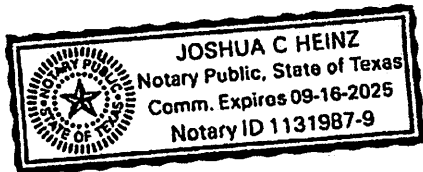
Certification of Person Authorized to Administer Oath

State of Texas

County of Jefferson

Sworn to and subscribed before me on this 2<sup>nd</sup> day of April, 2024.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)



[Signature]  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

Joshua Heinz  
Printed or Typed Name



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Filing Fee: None



**STATEMENT OF OFFICER**

**Statement**

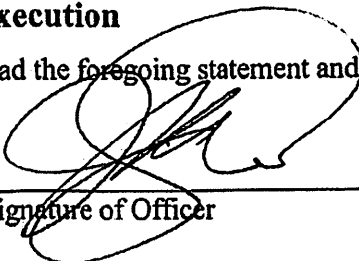
I, Gerald J. Nelson JR., do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Jefferson County ESD #5

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 4/2/2024

  
Signature of Officer

Form #2204 Rev 9/2017

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FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Asan Pesmerter, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Commissioner Jefferson County ESDS of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Jefferson

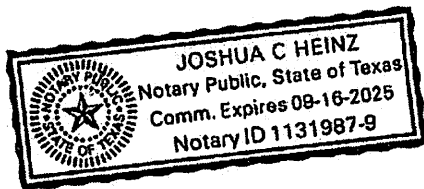
Sworn to and subscribed before me on this 2nd day of April, 2024.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)

Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

Joshua Heinz

Printed or Typed Name



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 Filing Fee: None



**STATEMENT OF OFFICER**

**Statement**

I, Asaon Permenter, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Jefferson County Esd 5

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 4/2/24

[Signature]  
 Signature of Officer

Form #2204 Rev 9/2017

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FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, STEVEN RICE, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of COMMISSIONER OF JEFFERSON COUNTY ESD #5 of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Jefferson

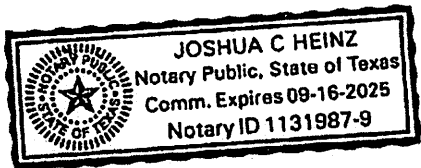
Sworn to and subscribed before me on this 2nd day of April, 2024.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)

Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

Joshua Heinz

Printed or Typed Name



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 512-463-6334  
 512-463-5569 - Fax  
 Filing Fee: None



**STATEMENT OF OFFICER**

**Statement**

I, STEVEN RICE, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: JEFFERSON COUNTY ESD#5

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 4/2/24

[Signature]  
 Signature of Officer

Form #2204 Rev 9/2017

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SECRETARY OF STATE  
Government Filings Section  
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512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Robert Lott, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Commissioner Jefferson Co. ESD #5  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

*Robert Lott*

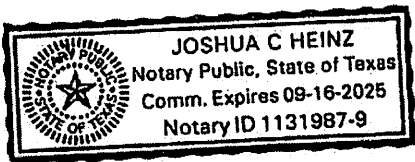
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas  
County of Jefferson

Sworn to and subscribed before me on this 2nd day of April, 2024.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)



*JCH*

Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

*Joshua Heinz*

Printed or Typed Name

Form #2201 Rev. 05/2020

Submit to:

SECRETARY OF STATE

Government Filings

Section P O Box 12887

Austin, TX 78711-2887

512-463-6334

512-463-5569 - Fax

Filing Fee: None



## STATEMENT OF OFFICER

## Statement

I, Robert Lott, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Jefferson Co. E.S.D #5

## Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 4-2-24
Robert Lott  
 Signature of Officer

AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF CLINICAL FACILITIES  
FOR THE EDUCATION OF NURSING, AND HEALTH  
EDUCATION STUDENTS

between

Lamar University

and

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT



CONTENT

I. AGREEMENT

II. UNIVERSITY RESPONSIBILITY

III. CLINICAL AFFILIATE RESPONSIBILITY

IV. TERMS OF AGREEMENT

**AFFILIATION AGREEMENT**  
between  
**LAMAR UNIVERSITY**  
and  
**JEFFERSON COUNTY HEALTH AND WELFARE**

This AGREEMENT ("Agreement") is made and entered into by and between Lamar University, ("University"), a component of the Texas State University System, with an office located at 4400 MLK Pkwy, Beaumont, TX 77710 and Jefferson County Public Health Department, ("Clinical Affiliate"), a healthcare provider, with an office located at 1295 Pearl Street, Beaumont, TX, 77701. It is acknowledged and agreed that this agreement will become effective as of the date of the last signature of a party hereto.

NOW, THEREFORE, in consideration for mutual covenants and conditions contained in this Agreement, to facilitate training of nursing students and health education students, the parties agree as follows:

1. It is mutually agreed by the Clinical Affiliate and the University that the educational program and curricula of the University is and shall be the responsibility of, and shall be carried out under the direction of personnel of the University. Whereas the Clinical Affiliate recognizes the need for the educational development of students and as matter of courtesy will cooperate with the University and student in such training.
2. It is mutually agreed that the provision and supervision of patient/client care or services is the responsibility of, and shall be carried out under the direction of personnel of the Clinical Affiliate. The Clinical Affiliate agrees to provide students admission to the program and to provide equipment, supplies and other resources which are available.
3. It is mutually agreed that clinical experiences for students/ interns enrolled in programs in the nursing, pharmacy and health education programs of the University will be provided at the Clinical Affiliate and the University will designate, in writing, a contact person to regularly communicate with the Clinical Affiliate regarding routine operational matters described herein.
4. It is mutually agreed that University faculty will select and assign students/interns for learning experiences and will further provide for teaching, evaluation, overall supervision, and record keeping of students. The University shall cooperate with the Clinical Affiliate to establish rotations for students. Faculty members, students and the University will adhere to all policies of the Clinical Affiliate and will assume responsibility for student's adherence to those policies.
5. It is mutually agreed that the University does not, and will not, discriminate against any student, employee, or applicant for registration or employment because of disability, race, religion, sex, color, creed, marital status, age, or national origin.
6. It is mutually agreed that the period of assignment, and the number and distribution of students among divisions of the Clinical Affiliate will be determined by representatives of the University and the Clinical Affiliate. The University shall be ultimately responsible for program admissions, administration, matriculation requirements, curriculum planning and accreditation requirements and student assignments. The University will be responsible for all final assessments of each student's clinical and academic performance and the assignment of final grades.

7. The Clinical Affiliate reserves the right to dismiss any student from its premises and otherwise terminate this agreement at any time and for any reason without notice and without recourse by the student, Faculty or University.
8. It is mutually agreed that representatives of the University and Clinical Affiliate shall meet as scheduled to discuss issues of mutual concern, and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.
9. It is mutually agreed that the University will comply with all regulatory and accreditation agency standards.
10. In the event an intern or University member is exposed to infectious disease, environmental hazard, or sustains any injury or illness in the course of any rotation, the Clinical Affiliate will, with the consent of the intern, provide first aid and emergency medical treatment at the site, if such injuries can be appropriately treated on site. If the injury or illness cannot be appropriately treated on site, then the Clinical Affiliate will make arrangements for such individuals to receive appropriate treatment at another facility. The Clinical Affiliate will inform the University of any such injuries and treatment and the student hereby waives all privacy rights as to such circumstances. It is agreed and understood that the student will be solely responsible for paying for any health care and expenses incurred for necessary treatment of the student at another facility during any rotation. University will provide the Clinical Affiliate evidence of appropriate insurance coverage during each rotation.
11. The parties agree that the sole purpose of this agreement is to facilitate learning for the interns and that the Clinical Affiliate is volunteering to participate in this program and that the interns will occupy the status of "licensee" as that term is interpreted by Texas law. The interns participating in the program shall not be agents, servants or employees of the Clinical Affiliate at any time nor otherwise have any right to or expectation of payment, compensation, remuneration or other material benefit from the Clinical Affiliate.

To any out these general areas of agreement, The University is responsible for, and agrees to:

1. Protect the health and safety of all parties by:
  - a. Requiring intern liability insurance coverage at no cost to the Clinical Affiliate;
  - b. Requiring an annual health and physical examination at no cost to the Clinical Affiliate;
  - c. Requiring compliance with the Center for Disease Control, Texas Department of Health, and Clinical Affiliate rules as regarding health, immunizations, safety, dress, and conduct (including for-cause drug screens at no expense to the Clinical Affiliate);
  - d. Providing, or otherwise arranging for, faculty and intern orientation to the Clinical Affiliate, its major policies, rules and regulations.
  - e. Adequately indoctrinate interns to inform them that the Clinical Affiliate shall have sole authority and control over and be responsible for its facilities, personnel and patient care and treatment and other clinical activities at the site, including without limitation any all student clinical activities at the site.
2. Make arrangements with the Client Services Administrator, and specified designates, for clinical learning experiences needed for interns prior to each semester. The University representative will provide parties with:
  - a. Names of students;
  - b. Name(s) of faculty;
  - c. Dates, days, times of clinical practice periods as previously agreed upon (in 1,6).
3. Assist with or contribute to Clinical Affiliate educational activities when requested.
4. Provide for, arrange and/to encourage Clinical Affiliate personnel participation in selected evaluation programs.
5. The individual intern is responsible for equipment damaged or broken due to the student's negligence.
6. University shall require all interns, faculty, employees, agents, and representatives of Institute participating in the Program (collectively "Program Participants") to sign and comply with a Statement of Confidentiality for Health Insurance Portability and Accountability Act (HIPAA) purposes and fully comply with all confidentiality and privacy laws, rules and regulations.
7. To the extent permitted by Texas law, each party agrees to indemnify and hold harmless the other from the negligent acts of its own employees, and agents. Notwithstanding any provision of this contract, nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this agreement, the terms of this paragraph shall control.

The Clinical Affiliate is responsible for, and agrees to:

1. Permit the use of clinical facilities by students enrolled in the University program for the purpose of clinical education of interns.
2. Provide, to the extent reasonable, conference rooms for intern education, office space for faculty, and locker rooms or other secure space for faculty and interns to store coats, books, etc., while on duty.
3. Allow interns and faculty reasonable and supervised access to, and use of, facilities maintained by the Clinical Affiliate following their specific policies, fees or charges, such as Library and Cafeteria.
4. Charge no fees for clinical laboratory practice.
5. Legal responsibility for the performance of interns during the program shall be and remain solely with intern, Faculty and University and never with the Clinical Affiliate or Jefferson County. It is understood and agreed that the Clinical Affiliate will be under no obligation to compensate any intern for any services rendered by the intern during this training.

#### DISPUTE RESOLUTION

Should any dispute arise between the parties, the parties agree to use all reasonable efforts to resolve same amicably and, if necessary, agree to submit to mediation. All disputes in which litigation is required will be litigated in a court of competent jurisdiction in Jefferson County, Texas according to Texas Law.

#### TERMS OF AGREEMENT:

Unless terminated earlier, this agreement shall be effective for the period beginning the Effective Date for the term of two (2) years commencing upon the Effective Date of March, /, 2024 through ~~March~~ 2025. This agreement may be renewed for another term if both parties agree in writing.

*FEB. 28, 2024*



The undersigned parties have caused this Memorandum of Understanding to become effective on the date when executed by both parties and will terminate upon the completion of the field experience course(s).

Lamar University

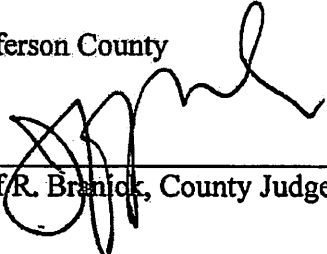
By: Daniel A. Brown  
Daniel A. Brown (Apr 3, 2024 20:07 CDT)  
Title: Provost & VP for Academic Affairs  
Date: Apr 3, 2024

Jefferson County Public Health Department  
1295 Pearl St, Beaumont, TX 77701

By: \_\_\_\_\_  
Dr. Ezea Ede, Public Health Director  
Jefferson County Public Health Department  
1295 Pearl St.  
Beaumont, TX 77701

Date: \_\_\_\_\_

Jefferson County

  
\_\_\_\_\_  
Jeff R. Branick, County Judge

Date: 3-19-24

\_\_\_\_\_  
Student

Date: \_\_\_\_\_







# Affiliation Agreement with Jefferson County Public Health Dept. (Nursing)

Final Audit Report

2024-04-04

Created:	2024-04-02
By:	SciQuest Integration (Jaggaer@lamar.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsKn9oY27_gh6tf8LN6w0tpzkmBQ5h5D

## "Affiliation Agreement with Jefferson County Public Health Dept. (Nursing)" History

-  Document created by SciQuest Integration (Jaggaer@lamar.edu)  
2024-04-02 - 9:03:53 PM GMT- IP address: 140.158.43.29
-  Document emailed to Daniel Brown (dbrown109@lamar.edu) for signature  
2024-04-02 - 9:04:32 PM GMT
-  Email viewed by Daniel Brown (dbrown109@lamar.edu)  
2024-04-03 - 4:32:47 AM GMT- IP address: 104.28.97.18
-  Signer Daniel Brown (dbrown109@lamar.edu) entered name at signing as Daniel A. Brown  
2024-04-04 - 1:07:37 AM GMT- IP address: 76.208.33.172
-  Document e-signed by Daniel A. Brown (dbrown109@lamar.edu)  
Signature Date: 2024-04-04 - 1:07:39 AM GMT - Time Source: server- IP address: 76.208.33.172
-  Agreement completed.  
2024-04-04 - 1:07:39 AM GMT





# PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS' COURT
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 30 day of April, 2024, on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Proclamation was adopted:

**Whereas**, Relay For Life is the signature activity for the American Cancer Society uniting millions of people in thousands of communities nationwide each year to raise money to help prevent cancer, save lives, and diminish suffering from the disease. Every dollar raised makes a difference to people whose lives are touched by cancer; and

**Whereas**, Relay For Life is a special time for families, friends, and co-workers to get together for the good of their own friends and families who have had to deal with the disease; and

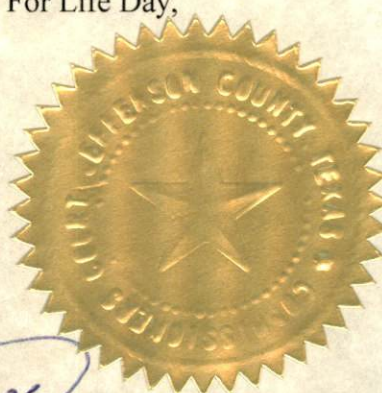
**Whereas**, for the newly diagnosed, Relay For Life offers a chance to meet someone who has survived the same type of cancer. For the cancer patient in treatment, Relay For Life provides an opportunity to share with others. For the long-term survivor, Relay For Life brings a community's recognition of the struggle and closure to a trying time in life; and

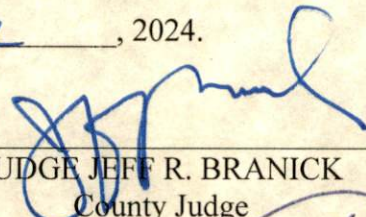
**Whereas**, Relay For Life represents the hope that those lost to cancer will never be forgotten, that those who face cancer will be supported, and that one day cancer will be eliminated.

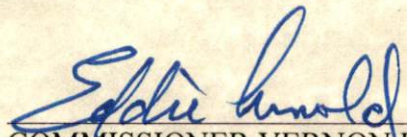
We will be Relaying at Ford Park in Beaumont on Saturday, April 27 and would love to have you all join us.


**NOW THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS** does hereby proclaim April 27<sup>th</sup>, 2024 as Relay For Life Day, benefiting the American Cancer Society.

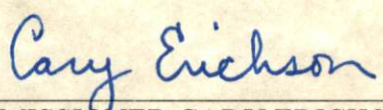
SIGNED this 29 day of APRIL, 2024.

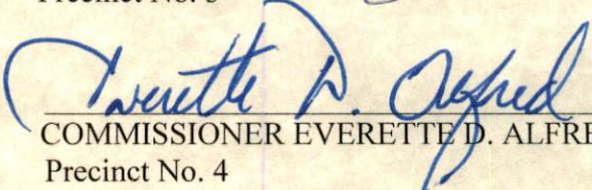


  
 JUDGE JEFF R. BRANICK  
 County Judge

  
 COMMISSIONER VERNON PIERCE  
 Precinct No. 1

  
 COMMISSIONER MICHAEL S. SINEGAL  
 Precinct No. 3

  
 COMMISSIONER CARY ERICKSON  
 Precinct No. 2

  
 COMMISSIONER EVERETTE D. ALFRED  
 Precinct No. 4



## PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement"), is by and between **Jefferson County, Texas**, whose address is 1149 Pearl Street, Beaumont, Texas 77701-3638 (hereinafter referred to as "Grantor", whether one or more), and **Low Carbon Logistics CCS Transport LLC, a Delaware limited liability company**, with offices at 22777 Springwoods Village Parkway, Spring, Texas 77389 and mailing address for all correspondence to, Attn: Right of Way & Claim Dept., and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a permanent easement, a maximum width not to exceed fifty feet (50'), in order to, among other rights described below, construct, operate and maintain a maximum of one (1) pipeline, with a maximum diameter as initially installed and excluding protective coating and wrapping, not to exceed thirty-six inches (36") (the "Pipeline"), along with and including Authorized Appurtenances, as that term is defined hereinafter, in, over, through, across, under, and along land owned by Grantor, said easement route generally shown or described on Exhibits "A" and "B" attached hereto ("the Permanent Easement").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee non-exclusive temporary workspace and additional temporary workspace, if any, as generally described in Exhibits "A" and "B" attached hereto, in order to construct the Pipeline and Authorized Appurtenances in, over, through, across, under, and along the property and to restore the property as required under this Agreement (the "Temporary Construction Easement") (the "Permanent Easement" and "Temporary Construction Easement" collectively referred to as the "Easements"). The term of the Temporary Construction Easement shall be for a period to extend twenty-four (24) months from the date of construction commencement on Grantor's property. However, if Grantee has completed its use of the Temporary Construction Easement prior to the expiration of said period, then the Temporary Construction Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same is in effect.

It is further agreed as follows:

1. The right to use the Easements shall belong to Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the use and purpose of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of the Pipeline and Authorized Appurtenances within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline and Authorized Appurtenances, and the transportation of natural gas, gas liquids, liquified minerals, oil, oil products, crude petroleum, or other mineral solutions and byproducts thereof, including, but not limited to, liquified minerals extracted, separated and/or processed from natural gas, oil and/or condensate, including liquified petroleum gas (commonly referred to as "y-grade") and natural gas liquids (collectively, the "Substances").

2. Grantee's rights under this Agreement are non-exclusive.
3. Grantee agrees that, during the construction of the Pipeline, Grantee will bury its pipeline to provide a minimum cover of forty-eight inches (48").
4. Grantee shall not double ditch areas of the Permanent Easement that are installed by boring or horizontal directional drilling.
5. Grantee shall have the right of ingress, egress, entry and access on, to, over, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor. for any and all purposes necessary and/or incident to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the Pipeline or Authorized Appurtenances or the exercise by Grantee of the rights granted to it by this Agreement, and as described in the Exhibit. Grantee shall not have the right to grant a third-party access to the Easements for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the Pipeline or Authorized Appurtenances.
6. Grantee shall have the right to select the exact location of the Easements on Grantor's property, provided that after installation of the Pipeline, the location of the Permanent Easement shall be fifteen to twenty-five feet (15-25') on each side of the as-built centerline of the Pipeline. Grantor grants unto Grantee the right to amend this Agreement by substituting Exhibits "A" and "B" with new Exhibits "A" and "B" depicting the as-built location of the Pipeline and Easements. Grantor agrees to fully cooperate and execute any additional documents necessary to facilitate this process. If Grantee requires additional work space and/or easement or the final survey of the Easements increases the size of the Easements, then an additional payment shall be made to Grantor on a pro rata basis. If the final survey does not increase the size of the Easements or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.
7. The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary, and any monetary damages arising from the construction and installation of the Pipeline, including, but not limited to, damage to vegetation (grass, crops, trees, shrubs, *etc.*) and income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments. The initial consideration does not, however, include damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the Pipeline after initial construction and installation of the Pipeline. Grantor has the right to actual monetary damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the Pipeline after initial construction and installation of the Pipeline. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue. Grantee agrees that during the construction of the Pipeline and after construction, Grantee will replace and or repair property it damages to as good or better that its original condition.

8. Grantee shall have the right to remove, cut, use, repair, and replace any gates or fences that cross the Easements. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and at Grantee's sole option replaced with: (i) fencing of the same or better grade and condition as existed before Grantee cut and gapped same; or (ii) a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. In the event Grantee does not repair and/or restore the fences or gates, Grantee shall, in addition to the consideration paid for this Agreement, pay Grantor for any damage caused by Grantee to the gates and fences. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same, and Grantor and Grantee shall each be entitled to maintain their own lock in any such gate, such that Grantor and Grantee shall each have the right of free passage through any such gates.

9. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct or place any temporary or permanent building or site improvements; (2) drill or operate any well on the Easements but a well can be directionally drilled under the Easements subject to the terms of Paragraph 11; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements. Grantor, Grantor's heirs, successors and assigns shall have the right, after prior written notice to Grantee and review and approval by Grantee thereof, to construct, reconstruct or maintain streets, sidewalks, roads or drives, road ditches, drainage ditches, and utilities, at any angle of not less than forty-five (45) degrees to Grantee's Pipeline over and across the Permanent Easement, provided that all of Grantee's required and applicable spacing and crossing guidelines, including, without limitation, depth separation limits and other protective requirements are met by Grantor. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole risk and expense of Grantor. Grantor shall promptly reimburse Grantee for any expenses or costs related thereto. Grantor further agrees that it will not hereafter interfere in any manner with the purposes for which the Easements are conveyed, and that Grantee shall have the right to remove any improvement, facility or structure that interferes with the purposes for which this Agreement is granted and which is installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, without liability to Grantor for damages.

10. Grantee, has the right, to mow, trim, cut down, or eliminate any trees or shrubbery from the Easements and, thereafter, from time to time, remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements (the Temporary Construction Easement only while in effect) which, in the sole judgment of Grantee, may endanger

or interfere with the efficiency, safety, or convenient operation and maintenance of the Pipeline and Authorized Appurtenances. All trees and brush removed during construction and other debris generated during construction shall be burned and/or chipped and spread on the Easements or removed to an authorized disposal site. The method of disposal shall be selected by Grantee.

11. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of oil, gas, and other minerals on the Easements, but it will be permitted to extract the oil, gas, and other minerals from and under the Easements by directional drilling and other means, provided the drill bit enters the Easements at a subsurface depth of twenty feet (20') or deeper and so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

12. Grantee agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipeline and Authorized Appurtenances.

13. Grantee will restore the Easements and Grantor's remaining property, if any, used by Grantee to as near to original condition as is reasonably practicable and will maintain the Easements in a manner consistent with the purposes for which the Easements will be used by Grantee, including, but not limited to, the removal of all construction debris upon completion of installation and construction of the Pipeline and Authorized Appurtenances, and clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. In the event Grantee does not restore the Easements and Grantor's remaining property, if any, used by Grantee, Grantee shall, in addition to the consideration paid for this Agreement, pay Grantor for actual monetary damages incurred by Grantor that arise from damage to the Easements and/or Grantor's remaining property, if any, caused by Grantee.

14. Grantee shall not, without the express written consent of Grantor, use the Easements for any purpose other than a use stated in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

15. Grantee shall have the right under this Agreement to install, maintain, and/or operate pipeline-related appurtenances including, below-ground pipes, meters, valves, electric facilities, communication facilities and any other equipment or facilities that may be necessary or desirable in connection with the Pipeline, and above-and below-ground pipeline markers, vents, and cathodic protection and alternating current mitigation equipment and facilities (generally including cathodic protection test leads, gradient control matting, grounding systems, rectifiers, electric lines, electric meters, junction boxes, power supplies, anodes, decouplers, wires, ribbons, poles, and ground beds) (collectively, the "Authorized Appurtenances"). Grantee shall have the right to place the above-ground Authorized Appurtenances at the junction of the Permanent Easement and

fence lines, property lines, electric transmission lines, pipeline crossings, river or creek crossings, road crossings, any other location required by applicable law, regulation, or rule, and/or as may be determined necessary by Grantee.

16. Grantee shall maintain at all times while it uses the Easements, including during construction and operations on the Easements, commercial liability insurance, issued by an insurer authorized to issue liability insurance in this State, or self-insurance, insuring the Grantor against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of the Grantee or Grantee's agents or contractors.

17. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

18. Grantee shall have the right to assign its interests under this Agreement in whole or in part, in which event Grantor acknowledges and agrees that assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment, and Grantee shall be relieved of obligations with respect to the assigned interest which accrue after the date of assignment. In the event Grantee assigns its interests under this Agreement in whole or part to another entity, Grantee shall provide Grantor written notice of the assignment at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property; provided, however, Grantee is not required to provide Grantor written notice if the assignment is to an affiliate or successor through merger, consolidation, or other sale or transfer of all or substantially all of Grantee's assets and business.

19. Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

20. GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and subcontractors while performing its activities on or about GRANTOR'S premises. **GRANTEE, \_\_\_\_\_ INDEMNIFIES AND HOLDS GRANTOR, JEFFERSON COUNTY, TEXAS, HARMLESS OF AND FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S ACTIVITIES, USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITTEE FOR THE INDEMNITTEE'S CONCURRENT NEGLIGENCE.**

21. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent

of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that GRANTOR HAS NOT RELIED UPON AND HEREBY EXPRESSLY DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, INFORMATION OR MATERIALS PROVIDED, SUPPLIED OR FURNISHED BY GRANTEE OR OTHERWISE MADE AVAILABLE BY GRANTEE IN THE PUBLIC DOMAIN OR OTHERWISE (OTHER THAN THOSE MADE IN THIS AGREEMENT), and that Grantor’s execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

22. Grantor hereby identifies the following as people or entities having a lease, sublease, or other possessory interest in Grantor’s property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(if this paragraph is left blank, then Grantor represents there are no such persons or entities).

23. It is agreed that neither this Agreement nor any amendment thereto will be filed in any public records. In lieu of filing this Agreement of record, Grantor and Grantee agree that a Memorandum of this Agreement (the “Memorandum”), making appropriate reference hereto, shall be filed for record in the county in which the property is located. In the event Grantee amends this Agreement pursuant to Paragraph 6 herein, Grantor grants unto Grantee the right to file of record an Amendment of Memorandum, signed and acknowledged by Grantee, describing or depicting the as-built location of the Pipeline and Easements (the “Amendment to Memorandum”) and to record same in the appropriate real property records. In the event of any conflict between this Agreement and the Memorandum or Amendment to Memorandum, the provisions of the Amendment to Memorandum shall control.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions, and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors, and assigns.

EXECUTED this \_\_\_ day of \_\_\_\_\_, 2024.

[remainder of page intentionally blank]

ATTEST *Louise*  
DATE 3-26-24

GRANTOR:

JEFFERSON COUNTY, TEXAS

By (Signature): *[Signature]*  
Name (Print): JEFF BRANICK  
Title: COUNTY JUDGE



ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Jefferson

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Branick, known to me to be the County Judge for Jefferson County, Texas, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26<sup>th</sup> day of March, 2024



*Melissa Whiddon*  
Notary Public in and for the State of Texas

Melissa Whiddon  
(Print Name of Notary Public Here)

My Commission Expires: 5-25-26

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### **MEMORANDUM OF EASEMENT**

**THIS MEMORANDUM OF EASEMENT** relates to that certain unrecorded Easement dated effective \_\_\_\_\_, 2023 by and between **Jefferson County**, whose mailing address is 1149 Pearl Street, Beaumont, Texas 77701-3638, (herein collectively referred to as "**Grantor**") and **Low Carbon Logistics CCS Transport LLC**, a Delaware limited liability company, whose address is P. O. Box 9677, Spring, Texas 77387-6677 (hereinafter referred to as "**Grantee**"), a non-exclusive right of way and easement (this "**Easement**").

1. Grantor and Grantee have entered into that certain Easement covering lands described as being property located in Jefferson County, Texas, being more particularly described as follows:

A 50-foot-wide tract of a surveyed centerline, being located in P. Humphreys Survey, Abstract No. 32, Jefferson County, Texas. The centerline of such tract is 166.96 rods in length and is described and shown on the attached Exhibits "A" and "B" which are incorporated herein by reference.

The centerline of the Easement is depicted on Exhibit A and is hereinafter referred to as the "Easement Centerline".

The Easement shall be a maximum of 50 feet in total width. In addition, Grantee shall have the right to a temporary workspace easement as shown on the Exhibit A for the purpose of accommodating the construction and laying of the pipeline ("Temporary Pipeline Workspace"). The location of the Temporary Pipeline Workspace is generally shown on Exhibit A. The easement in and to the Temporary Pipeline Workspace terminates at such time as the pipeline has been laid and constructed.

Said Easement has been duly executed by Grantor and Grantee, but has not been filed of record in the Official Public Records of Jefferson County, Texas.

2. The Easement restricts Grantee's use of the land to those functions necessary and directly connected with the installation, maintenance and operation of Grantee's oil pipeline on Grantor's property, together with the right of ingress and egress to and from said right of way and easement for the purposes stated therein.

3. The referenced Easement contains other terms and provisions not herein set forth but incorporated by reference herein for all purposes. This Memorandum is executed for the purposes of placing all parties dealing with the land, or with the improvements constructed on said land, on notice of the existence of the referenced Easement. This memorandum does not alter, change, modify or add to the terms of such Easement.



4. This instrument may be executed by GRANTOR and GRANTEE in any number of counterparts, each of which will be deemed an original instrument, but all of which will constitute one and the same instrument.

ATTEST Rain Lewis  
DATE 3-26-24

GRANTOR:

Jefferson County

By:

Printed Name: JEFF BRANICK

Its:

County Judge



STATE OF TEXAS §  
  §  
COUNTY OF Jefferson §

This instrument was acknowledged before me on the 26<sup>th</sup> day of March, 2024 by Jeff Branick, as County Judge on behalf of said **Jefferson County**.



Melissa Whiddon  
Notary Public, State of Texas  
My Appointment Expires 5-25-26

**GRANTEE:**

**Low Carbon Logistics CCS Transport LLC**

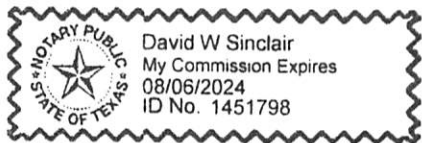
By: *Kelli McMahon*

Printed Name: Kelli McMahon

Title: Attorney in Fact

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS      §

This instrument was acknowledged before me on the 2<sup>nd</sup> day of April, 2024, by Kelli McMahon, as Attorney-in-Fact on behalf of said **Low Carbon Logistics CCS Transport LLC**, a Delaware limited liability company.



*David W Sinclair*  
Notary Public, State of Texas

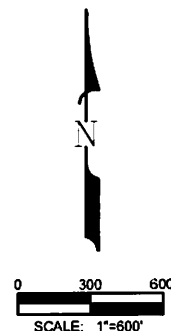
David W. Sinclair  
(Printed Name of Notary Public)

My Commission Expires: 8/6/2024

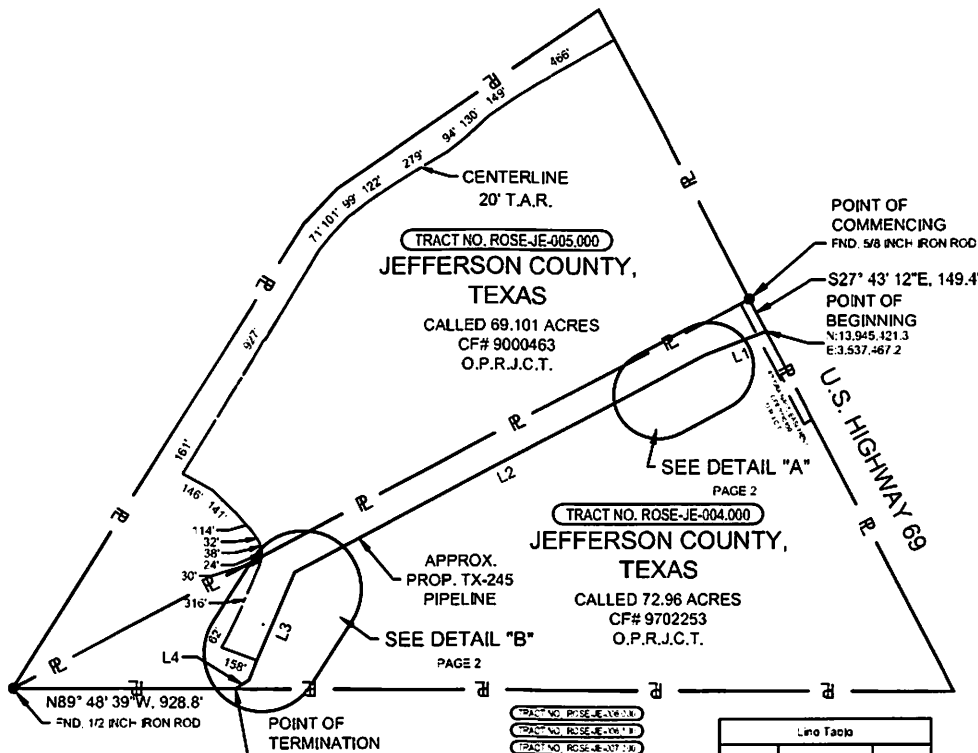
**LEGEND**

FND.	FOUND
PROP.	PROPOSED
N.T.S.	NOT TO SCALE
DOC. NO.	DOCUMENT NUMBER
	PROPERTY LINE
	CENTERLINE
	PERMANENT EASEMENT
P.E.	PERMANENT EASEMENT
T.W.S.	TEMPORARY WORKSPACE
TRACT NO.	TRACT NUMBER
D.R.J.C.T.	DEED RECORDS OF JEFFERSON COUNTY, TEXAS
O.P.R.J.C.T.	OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS
CF #	COUNTY CLERK'S FILE NUMBER
NO.	NUMBER
APPROX.	APPROXIMATE

**EXHIBIT "A"**  
**JEFFERSON COUNTY, TEXAS**  
 P. HUMPHREYS SURVEY, ABSTRACT NO. 32



FILE INFO: P:\258336\26770200\_SURV250\_PLAT\PLAT\PRTRY\_PLAT\PLAT\_SURV250\_REV\_A.DWG LAST SAVED BY: DYLAN SANSONE ON 2023-11-29

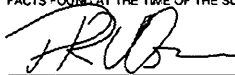


Tag No.	Direction	Length
L1	S68° 46' 30"W	270.5'
L2	S62° 11' 46"W	1,936.3'
L3	S22° 52' 22"W	482.3'
L4	S58° 15' 57"W	65.7'

**NOTES:**

1. OWNERSHIP INFORMATION FOR THIS EXHIBIT WAS FURNISHED BY REPRESENTATIVES OF THE CLIENT AND IS NOT WARRANTED BY THE SURVEYOR.
2. ALL BEARINGS, DISTANCES AND COORDINATES CONTAINED HEREIN ARE GRID BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD 83). U.S. SURVEY FEET AS DERIVED FROM A GPS SURVEY PERFORMED BY UNIVERSAL ENSCO, INC., OCTOBER 2023.
3. THIS PLAT IS PROVIDED WITH AN ACCOMPANYING DESCRIPTION LABELED "EXHIBIT B" AND ATTACHED HERETO.
4. THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A SURFACE FOR AN EASEMENT ACQUISITION.

I, PHIL HAMMONS, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

  
 11/29/2023  
 PHIL HAMMONS DATE  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS REGISTRATION NO. 5840  
 UELI TEXAS REGISTRATION NO. 10194847  
 UNIVERSAL ENSCO, INC./4848 LOOP CENTRAL DR., HOUSTON, TX 77081/713-425-6000



**JEFFERSON COUNTY, TEXAS**

TOTAL DISTANCE ACROSS PROPERTY: 2,754.8' (166.96 RODS)  
 AREA OF PERMANENT EASEMENT: 3,153 ACRES  
 AREA OF TEMPORARY WORKSPACE: 6.25 ACRES  
 TOTAL DISTANCE OF T.A.R.: 3,668.4 (222.33 RODS)  
 AREA OF T.A.R.: 1.68 ACRES

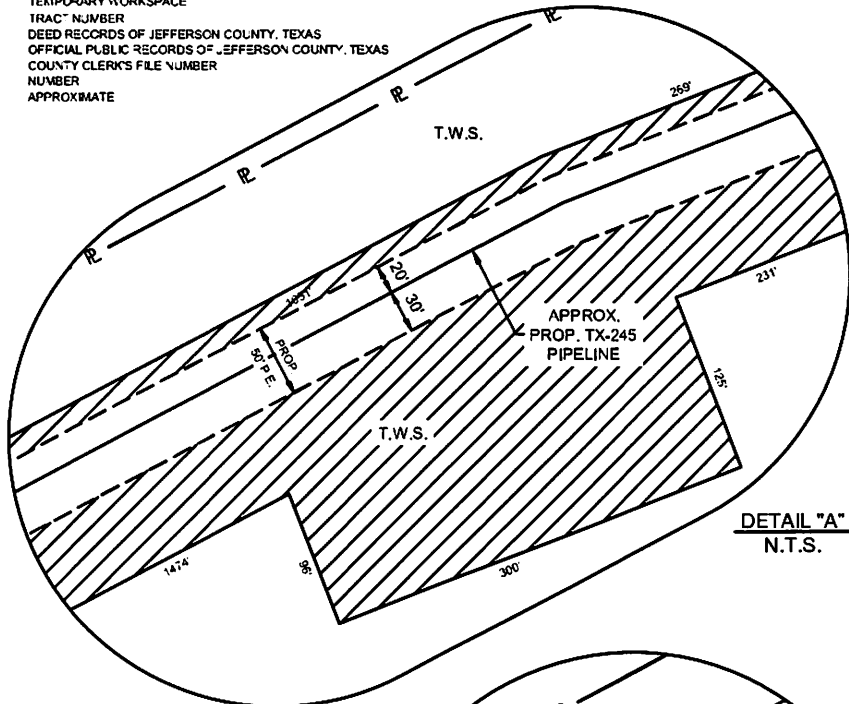
REV	DWN	CHKD	DATE	SCALE	AS SHOWN	DATE
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				CHKD BY	PRH	11/22/23
				FINAL CK	DJS	11/22/23
				ENGR.	DW	11/22/23
				APPRV	PRH	11/22/23
PROJECT NAME						
TX-245 PIPELINE PROJECT						
0	DJS	PRH	11/22/2023			
PREPARED BY: UNIVERSAL ENSCO, INC.				PROJECT NUMBER: 25836		

	EXHIBIT DOC. NO. USRD-TX245-IP-CG-514-005
	UPI DOC. NO. 25836-2677-257-291-005
	REVISION 0
	LOW CARBON LOGISTICS CCS TRANSPORT LLC PERMANENT EASEMENT UPON THE PROPERTY OF JEFFERSON COUNTY, TEXAS ROSE-JE-004.000 & ROSE-JE-005.000

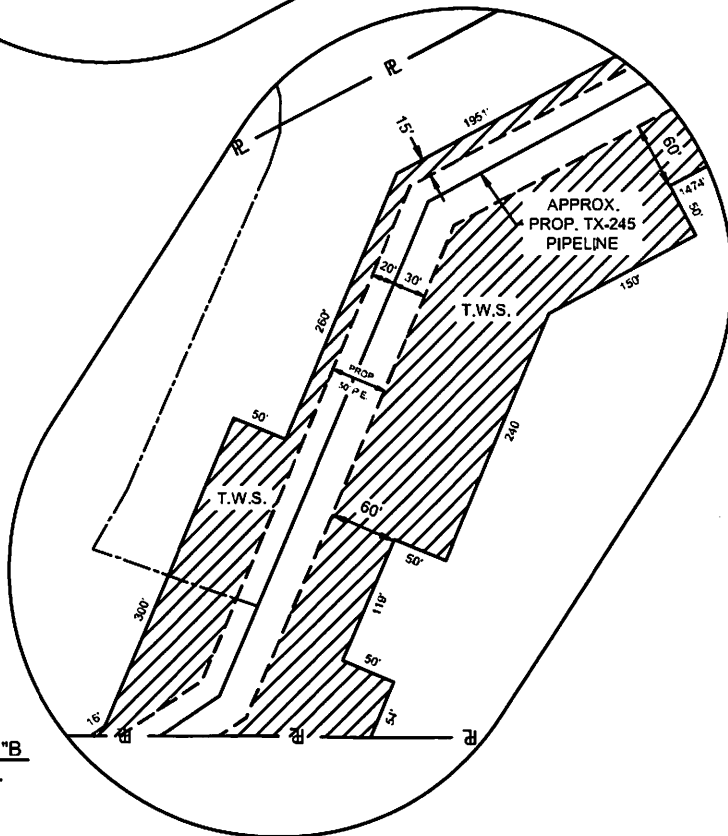
**LEGEND**

FND.	FOUND
PROP.	PROPOSED
N.T.S.	NOT TO SCALE
DOC. NO.	DOCUMENT NUMBER
	PROPERTY LINE
	CENTERLINE
	PERMANENT EASEMENT
P.E.	PERMANENT EASEMENT
T.W.S.	TEMPORARY WORKSPACE
TRACT NO.	TRACT NUMBER
D.R.J.C.T.	DEED RECORDS OF JEFFERSON COUNTY, TEXAS
O.P.R.J.C.T.	OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS
CF #	COUNTY CLERK'S FILE NUMBER
NO.	NUMBER
APPROX.	APPROXIMATE

**EXHIBIT "A"**  
**JEFFERSON COUNTY, TEXAS**  
 P. HUMPHREYS SURVEY, ABSTRACT NO. 32



**DETAIL "A"**  
N.T.S.



**DETAIL "B"**  
N.T.S.

FILE INFO: P:\25836\26770200\_SURV\50\_PLAT\PLAT\_PRRY\_PLAT\50\_PLAT\PP-PRRY\_PLAT\50\_PLAT\PP-PRRY\_PLAT.DWG LAST SAVED BY: DYLAN.SANSONE ON 2023-11-29

REV	DWN	CHKD	DATE	SCALE	AS SHOWN	DATE
				DWN BY	DJS	11/22/23
				CHKD BY	PRH	11/22/23
				FINAL CK	DJS	11/22/23
				ENGR.	DW	11/22/23
				APPRV.	PRH	11/22/23
PROJECT NAME						
TX-245 PIPELINE PROJECT						
0	DJS	PRH	11/22/2023	PREPARED BY:	UNIVERSAL ENSCO, INC.	PROJECT NUMBER: 25836

EXXONMOBIL DOC. NO.	USRD-TX245-IP-CG-01A-005
UPI DOC. NO.	25836-26771-250-PP-1005
REVISION	0

**LOW CARBON LOGISTICS CCS TRANSPORT LLC**  
**PERMANENT EASEMENT UPON THE PROPERTY OF**  
**JEFFERSON COUNTY, TEXAS**  
**ROSE-JE-004.000 & ROSE-JE-005.000**

TRACT No. ROSE-JE-004.000 & ROSE-JE-005.000  
 UPI Doc. No. 25836-26771-250-PPL-0005  
 ExxonMobil Doc. No. USRO-TX245-UP-CG-DIA-0005

## EXHIBIT "B"

DESCRIPTION OF A FIFTY (50) FEET WIDE PERMANENT EASEMENT, SITUATED IN THE PELHAM HUMPHRIES SURVEY, ABSTRACT NO. 32, OF JEFFERSON COUNTY, TEXAS, AND BEING UPON, OVER, THROUGH AND ACROSS A CALLED 72.96 ACRE TRACT OF LAND IN THE NAME OF JEFFERSON COUNTY, TEXAS, AS RECORDED IN COUNTY CLERK'S FILE NUMBER (C.C.F.N.) 9702253, OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS (O.P.R.J.C.T.), AND A CALLED 69.101 ACRE TRACT OF LAND IN THE NAME OF JEFFERSON COUNTY, TEXAS, AS RECORDED IN C.C.F.N. 9000463, O.P.R.J.C.T., AS REFERRED TO HEREIN AFTER AS THE ABOVE REFERENCED TRACT OF LAND, SAID FIFTY (50) FEET WIDE PERMANENT EASEMENT BEING SITUATED THIRTY (30) FEET ON THE LEFT AND TWENTY (20) FEET ON THE RIGHT OF THE HEREIN DESCRIBED BASELINE, THE SIDELINES OF SAID PERMANENT EASEMENT BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND BEING MORE PARTICULARLY DEPICTED BY THE ACCOMPANYING PLAT, AND DESCRIBED AS FOLLOWS, WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD US SURVEY FEET, AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY PERFORMED BY UNIVERSAL ENSCO, INC., IN AUGUST 2023;

**COMMENCING** at a 3/4 inch iron rod found for a north corner of said 72.96 acre tract in the southwest right of way line of U.S. Highway 69;

**THENCE** South 27°43'12" East, along the northeast line of said 72.96 acre tract and the southwest right of way line of U.S. Highway 69, a distance of 149.4 feet to the **POINT OF BEGINNING** of said baseline having grid coordinates of North 13,945,421.3, East 3,537,467.2;

**THENCE** over and across said 72.96 acre tract the following courses and distances;

South 68°46'30" West, a distance of 270.5 feet to a point;  
 South 62°11'46" West, a distance of 1,936.3 feet to a point;  
 South 22°52'22" West, a distance of 482.3 feet to a point;  
 South 56°15'57" West, a distance of 65.7 feet to the

**POINT OF TERMINATION**, in the south line of said called 72.96 acre tract, from which a 1/2 inch iron rod found at the most westerly corner of said called 72.96 acre tract, bears North 89°48'39" West, a distance of 928.8 feet, having grid coordinates of North 13,943,939.3, East 3,535,260.3, said baseline having a total length of 2,754.8 feet (166.96 rods), said Permanent Easement containing 3.153 acres of land, more or less.

### TEMPORARY WORKSPACES

Being two (2) temporary workspace as shown on the accompanying drawing containing 6.250 acres, more or less.

### TEMPORARY ACCESS ROAD

Being a twenty (20) foot wide temporary access road as shown on the accompanying drawing having a total length of 3,668.4 feet (222.33 rods) and containing 1.684 acres, more or less.

This description is provided with an accompanying drawing labeled "Exhibit A" and attached hereto.



THE STATE OF TEXAS

# LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt to condemn your property. The contents of this Bill of Rights are set out by the Texas Legislature in Texas Government Code section 402.031 and chapter 21 of the Texas Property Code. Any entity exercising eminent domain authority must provide a copy of this Bill of Rights to you.

1. You are entitled to receive adequate compensation if your property is condemned.
2. Your property can only be condemned for a public use.
3. Your property can only be condemned by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to acquire your property must notify you that it intends to condemn your property.
5. The entity proposing to acquire your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. If you believe that a registered easement or right-of-way agent acting on behalf of the entity that wants to acquire your property has engaged in misconduct, you may file a written complaint with the Texas Real Estate Commission (TREC) under section 1101.205 of the Texas Occupations Code. The complaint should be signed and may include any supporting evidence.
7. The condemning entity must make a bona fide offer to buy the property before it files a lawsuit to condemn the property—meaning the condemning entity must make a good faith offer that conforms with chapter 21 of the Texas Property Code.
8. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
9. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
10. Before your property is condemned, you are entitled to a hearing before a court-appointed panel of three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for condemning your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
11. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the condemnation of your property was proper, you have the right to a trial by a judge or jury. You may also appeal the trial court's judgment if you are unsatisfied with the result.



## CONDEMNATION PROCEDURE

Eminent domain is the legal authority certain governmental and private entities have to condemn private property for public use in exchange for adequate compensation. Only entities authorized by law to do so may condemn private property. Private property can include land and certain improvements that are on that property.

### WHO CAN I HIRE TO HELP ME?

You can hire an appraiser or real estate professional to help you determine the value of your property as well as an attorney to negotiate with a condemning entity or to represent you during condemnation proceedings.

### WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

Your property may be condemned only for a purpose or use that serves the general public. This could include building or expanding roadways, public utilities, parks, universities, and other infrastructure serving the public. Texas law does not allow condemning authorities to exercise eminent domain for tax revenue or economic development.

### WHAT IS ADEQUATE COMPENSATION?

Adequate compensation typically means the market value of the property being condemned. It could also include certain damages if your remaining property's market value is diminished by the condemnation or the public purpose for which it is being condemned.

### OTHER THAN ADEQUATE COMPENSATION, WHAT OTHER COMPENSATION COULD I BE OWED?

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving to a new site. However, reimbursement costs may not be available if those expenses are recoverable under another law. Also, reimbursement costs are capped at the market value of the property.

### WHAT DOES A CONDEMNOR HAVE TO DO BEFORE CONDEMNING MY PROPERTY?

- ◆ Provide you a copy of this Landowner's Bill of Rights before, or at the same time as, the entity first represents that it possesses eminent domain authority. It is also required to send this Landowner's Bill of Rights to the last known

address of the person listed as the property owner on the most recent tax roll at least seven days before making its final offer to acquire the property.

- If the condemnor seeks to condemn a right-of-way easement for a pipeline or electric transmission line and is a private entity, the condemnor must also provide you a copy of the Landowner's Bill of Rights addendum.
- The addendum describes the standard terms required in an instrument conveying property rights (such as a deed transferring title or an easement spelling out the easement rights) and what terms you can negotiate.
- ◆ Make a bona fide offer to purchase the property. This process is described more fully in chapter 21 of the Texas Property Code. A "bona fide offer" involves both an initial written offer as well as a final written offer.
  - The initial written offer must include:
    - » a copy of the Landowner's Bill of Rights and addendum (if applicable);
    - » either a large-font, bold-print statement saying whether the offered compensation includes damages to the remainder of your remaining property or a formal appraisal of the property that identifies any damages to the remaining property (if any);
    - » the conveyance instrument (such as an easement or deed); and
    - » the name and telephone number of an employee, affiliate, or legal representative of the condemning entity.
  - The final written offer must be made at least 30 days after the initial written offer and must include, if not previously provided:
    - » compensation equal to or more than the amount listed in a written, certified appraisal that is provided to you;
    - » copies of the conveyance instrument; and
    - » the Landowner's Bill of Rights.
- ◆ Disclose any appraisal reports. When making its initial offer, the condemning entity must share its appraisal reports that relate to the property from the past 10 years. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.



### **WHAT IF I DO NOT ACCEPT AN OFFER BY THE CONDEMNING AUTHORITY?**

The condemnor must give you at least 14 days to consider the final offer before filing a lawsuit to condemn your property, which begins the legal condemnation process.

### **HOW DOES THE LEGAL CONDEMNATION PROCESS START?**

The condemnor can start the legal condemnation process by filing a lawsuit to acquire your property in the appropriate court of the county where the property is located. When filing the petition, the condemnor must send you a copy of the petition

by certified mail, return receipt requested, and first class mail. It must also send a copy to your attorney if you are represented by counsel.

### **WHAT DOES THE CONDEMNOR HAVE TO INCLUDE IN THE LAWSUIT FILED WITH THE COURT?**

The lawsuit must describe the property being condemned and state the following: the public use; your name; that you and the condemning entity were unable to agree on the value of the property; that the condemning entity gave you the Landowner's Bill of Rights; and that the condemning entity made a bona fide offer to voluntarily purchase the property from you.

## **SPECIAL COMMISSIONERS' HEARING AND AWARD**

No later than 30 days after the condemning entity files a condemnation lawsuit in court, the judge will appoint three local landowners to serve as special commissioners and two alternates. The judge will promptly give the condemnor a signed order appointing the special commissioners and the condemnor must give you, your lawyer, and other parties a copy of the order by certified mail, return receipt requested. The special commissioners will then schedule a condemnation hearing at the earliest practical time and place and to give you written notice of the hearing.



### **WHAT DO THE SPECIAL COMMISSIONERS DO?**

The special commissioners' job is to decide what amount of money is adequate to compensate you for your property. The special commissioners will hold a hearing where you and other interested parties may introduce evidence. Then the special commissioners will determine the amount of money that is adequate compensation and file their written decision, known as an "Award," in the court with notice to all parties. Once the Award is filed, the condemning entity may take possession and start using the property being condemned, even if one or more parties object to the Award of the special commissioners.

### **ARE THERE LIMITATIONS ON WHAT THE SPECIAL COMMISSIONERS CAN DO?**

Yes. The special commissioners are tasked only with determining

monetary compensation for the value of the property condemned and the value of any damages to the remaining property. They do not decide whether the condemnation is necessary or if the public use is proper. Further, the special commissioners do not have the power to alter the terms of an easement, reduce the size of the land acquired, or say what access will be allowed to the property during or after the condemnation. The special commissioners also cannot determine who should receive what portion of the compensation they award. Essentially, the special commissioners are empowered only to say how much money the condemnor should pay for the land or rights being acquired.

### **WHO CAN BE A SPECIAL COMMISSIONER?**

Special commissioners must be landowners and residents in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law.

### **WHAT IF I WANT TO OBJECT TO A SPECIAL COMMISSIONER?**

The judge must provide to the parties the names and contact information of the special commissioners and alternates. Each party will have up to 10 days after the date of the order appointing the special commissioners or 20 days after the date the petition was filed, whichever is later, to strike one of the three special commissioners. If a commissioner is struck, an alternate will serve as a replacement. Another party may strike a special commissioner from the resulting panel within three days after the date the initial strike was filed or the date of the initial strike deadline, whichever is later.



### WHAT WILL HAPPEN AT THE SPECIAL COMMISSIONERS' HEARING?

The special commissioners will consider any evidence (such as appraisal reports and witness testimony) on the value of your condemned property, the damages or value added to remaining property that is not being condemned, and the condemning entity's proposed use of the property.

### WHAT ARE MY RIGHTS AT THE SPECIAL COMMISSIONERS' HEARING?

You have the right to appear or not appear at the hearing. If you do appear, you can question witnesses or offer your own evidence on the value of the property. The condemning entity must give you all existing appraisal reports regarding your property used to determine an opinion of value at least three days before the hearing. If you intend to use appraisal reports to support your claim about adequate compensation, you must provide them to the condemning entity 10 days after you receive them or three business days before the hearing, whichever is earlier.

### DO I HAVE TO PAY FOR THE SPECIAL COMMISSIONERS' HEARING?

If the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. But, if the award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs.

### WHAT DOES THE CONDEMNOR NEED TO DO TO TAKE POSSESSION OF THE PROPERTY?

Once the condemning entity either pays the amount of the award to you or deposits it into the court's registry, the entity may take possession of the property and put the property to public use. Non-governmental condemning authorities may also be required to post bonds in addition to the award amount. You have the right to withdraw funds that are deposited into the registry of the court, but when you withdraw the money, you can no longer challenge whether the eminent domain action is valid—only whether the amount of compensation is adequate.

## OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD

If you, the condemning entity, or any other party is unsatisfied with the amount of the award, that party can formally object. The objection must be filed in writing with the court and is due by the first Monday following the 20th day after the clerk gives notice that the commissioners have filed their award with the court. If no party timely objects to the special commissioners' award, the court will adopt the award amount as the final compensation due and issue a final judgment in absence of objection.

### WHAT HAPPENS AFTER I OBJECT TO THE SPECIAL COMMISSIONERS' AWARD?

If a party timely objects, the court will hear the case just like other civil lawsuits. Any party who objects to the award has the

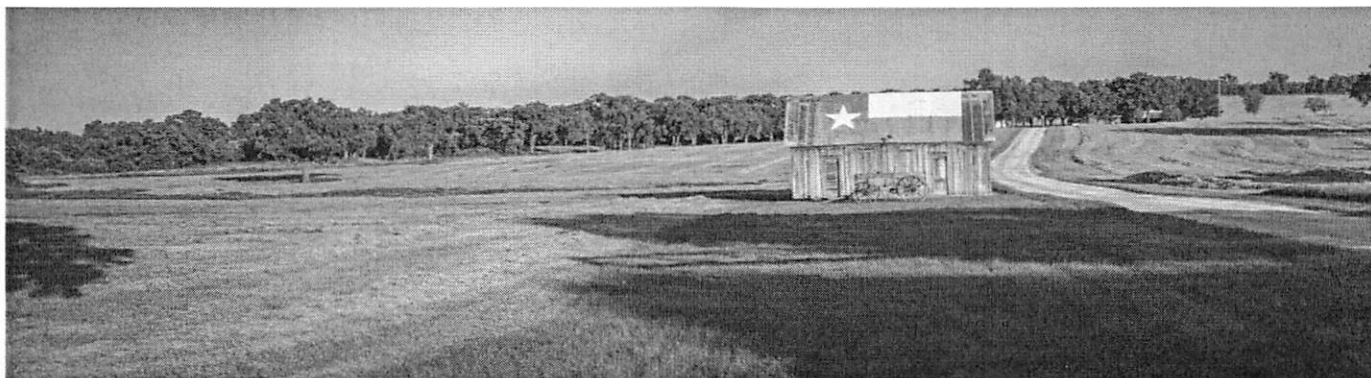
right to a trial and can elect whether to have the case decided by a judge or jury.

### WHO PAYS FOR TRIAL?

If the verdict amount at trial is greater than the amount of the special commissioners' award, the condemnor may be ordered to pay costs. If the verdict at trial is equal to or less than the amount the condemnor originally offered, you may be ordered to pay costs.

### IS THE TRIAL VERDICT THE FINAL DECISION?

Not necessarily. After trial any party may appeal the judgment entered by the court.



## DISMISSAL OF THE CONDEMNATION ACTION

A condemnation action may be dismissed by either the condemning authority itself or on a motion by the landowner.

### WHAT HAPPENS IF THE CONDEMNING AUTHORITY NO LONGER WANTS TO CONDEMN MY PROPERTY?

If a condemning entity decides it no longer needs your condemned property, it can file a motion to dismiss the condemnation proceeding. If the court grants the motion to dismiss, the case is over, and you can recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses up to that date.

### WHAT IF I DO NOT THINK THE CONDEMNING ENTITY HAS THE RIGHT TO CONDEMN MY PROPERTY?

You can challenge the right to condemn your property by filing a motion to dismiss the condemnation proceeding. For example, a landowner could challenge the condemning entity's claim that it seeks to condemn the property for a public use. If

the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees and expenses incurred to that date.

### CAN I GET MY PROPERTY BACK IF IT IS CONDEMNED BUT NEVER PUT TO A PUBLIC USE?

You may have the right to repurchase your property if your property is acquired through eminent domain and:

- ◆ the public use for which the property was acquired is canceled before that property is put to that use,
- ◆ no actual progress is made toward the public use within 10 years, or
- ◆ the property becomes unnecessary for public use within 10 years.

The repurchase price is the price you were paid at the time of the condemnation.

## ADDITIONAL RESOURCES AND ADDENDA

For more information about the procedures, timelines, and requirements outlined in this document, see chapter 21 of the Texas Property Code. An addenda discussing the terms required for an instrument of conveyance under Property Code section 21.0114(c), and the conveyance terms that a property owner may negotiate under Property Code section 21.0114(d), is attached to this statement.

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session, and HB 2730, enacted by the 87th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

## THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

**ADDENDUM A:****Required Terms for an Instrument Conveying a Pipeline Right-of-Way Easement  
or an Easement Related to Pipeline Appurtenances<sup>1</sup>**

- (1) The maximum number of pipelines that may be installed in the right-of-way acquired through this instrument is \_\_\_\_.
- (2) The types of pipeline appurtenances that are authorized to be installed under this instrument for pipeline-related appurtenances, such as pipes, valves, compressors, pumps, meters, pigging stations, dehydration facilities, electric facilities, communication facilities, and any other appurtenances that may be necessary or desirable in connection with a pipeline, are described as follows: \_\_\_\_.
- (3) The maximum diameter, excluding any protective coating or wrapping, of each pipeline to be initially installed under this instrument for a pipeline right-of-way is \_\_\_\_.
- (4) For each pipeline to be installed under this instrument, the type or category of substances permitted to be transported through each pipeline is \_\_\_\_.
- (5) Any aboveground equipment or facility that Grantee<sup>2</sup> intends to install, maintain, or operate under this instrument on the surface of the pipeline easement is described as follows: \_\_\_\_.
- (6) A description or illustration of the location of the easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit \_\_\_\_.
- (7) The maximum width of the easement under this instrument is \_\_\_\_.
- (8) For each pipeline to be installed under this instrument, the minimum depth at which the pipeline will initially be installed is \_\_\_\_.
- (9) The entity installing pipeline(s) under this instrument: (check one)
- intends to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.
  - does not intend to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.
- (10) Grantee shall provide written notice to Grantor<sup>3</sup>, at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property, if and when Grantee assigns any interest conveyed under this instrument to another entity, provided that this provision does not require notice by Grantee for assignment to an affiliate or to a successor through merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses.
- (11) The easement rights conveyed by this instrument are: (check one)
- exclusive.
  - nonexclusive.

<sup>1</sup> The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

<sup>2</sup> "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the pipeline easement.

<sup>3</sup> "Grantor" is the property owner from whom the Grantee is acquiring the pipeline easement.

(12) Grantee may not grant to a third party access to the easement area for a purpose that is not related to one of the following: the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument or of pipeline appurtenances to be installed under this instrument.

(13) Grantor: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.

(14) After initial construction and installation of each pipeline installed under this instrument. Grantor: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.

(15) Grantor: (check one)

- and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: \_\_\_\_\_.
- may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

(16) With regard to restoring the pipeline easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable and maintaining the easement in a manner consistent with the purposes for which the easement is to be used under this instrument: (check one)

- Grantee will be responsible for the restoration.
- Grantee will reimburse Grantor for monetary damages that arise from damage to the pipeline easement area or the Grantor's remaining property, if any, caused by the Grantee and not restored or paid for as part of the consideration for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the pipeline easement area or the Grantor's remaining property.

(17) Grantee's rights of ingress, egress, entry, and access on, to, over, and across Grantor's property under this instrument are described as follows: \_\_\_\_\_.

(18) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(19) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

## THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

**ADDENDUM B:****Required Terms for an Instrument Conveying  
an Electric Transmission Line Right-of-Way Easement<sup>4</sup>**

(1) The uses of the surface of the property to be encumbered by the electric transmission line right-of-way easement acquired by Grantee<sup>5</sup> under this instrument are generally described as follows: \_\_\_\_\_.

(2) A description or illustration of the location of the electric transmission line right-of-way easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit \_\_\_\_\_.

(3) The maximum width of the electric transmission line right-of-way easement acquired by this instrument is \_\_\_\_\_.

(4) Grantee will access the electric transmission line right-of-way easement acquired under this instrument in the following manner: \_\_\_\_\_.

(5) Grantee may not grant to a third party access to the electric transmission line right-of-way easement area for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the electric and appurtenant facilities installed under this instrument.

(6) Grantor<sup>6</sup>: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement, if any.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement.

(7) Grantor: (check one)

- and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: \_\_\_\_\_
- may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

<sup>4</sup> The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

<sup>5</sup> "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the electric transmission line right-of-way easement.

<sup>6</sup> "Grantor" is the property owner from whom the Grantee is acquiring the electric transmission line right-of-way easement.

(8) Grantee shall restore the easement area and Grantor's remaining property to their original contours and grades, to the extent reasonably practicable, unless Grantee's safety or operational needs and the electric facilities located on the easement would be impaired. With regard to restoring the electric transmission line right-of-way easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable following future damages, if any, directly attributed to Grantee's use of the easement: (check one)

- Grantee will be responsible for the restoration, unless the safety or operational needs of Grantee and the electric facilities would be impaired.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes future damages, if any, caused by Grantee to the easement area or the Grantor's remaining property.

(9) The easement rights acquired under this instrument are: (check one)

- exclusive.
- nonexclusive.
- otherwise limited under the terms of the instrument as follows: \_\_\_\_\_.

(10) Grantee may not assign Grantee's interest in the property rights acquired under this instrument to an assignee that will not operate as a utility subject to the jurisdiction of the Public Utility Commission of Texas or the Federal Energy Regulatory Commission without written notice to Grantor at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property.

(11) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(12) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

## THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

**ADDENDUM C:****Optional Terms for an Instrument Conveying a Pipeline Right-of-Way Easement,  
an Easement Related to Pipeline Appurtenances,  
or an Electric Transmission Line Right-of-Way Easement<sup>7</sup>**

(1) With regard to the specific vegetation described as follows: \_\_\_\_\_. Grantor<sup>8</sup>: (check one):

- may recover from Grantee<sup>9</sup> payment for monetary damages, if any, caused by Grantee to the vegetation.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the vegetation.

(2) With regard to income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments caused by Grantee's use of the easement acquired under this instrument, Grantor: (check one)

- may recover from Grantee payment for monetary damages, if any, caused by Grantee to Grantor's income.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to Grantor's income.

(3) Grantee shall maintain commercial liability insurance or self-insurance at all times, including during Grantee's construction and operations on the easement, while Grantee uses the easement acquired under this instrument. The insurance must insure Grantor against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of Grantee or Grantee's agents or contractors and to the extent allowed by law. If Grantee maintains commercial liability insurance, it must be issued by an insurer authorized to issue liability insurance in the State of Texas.

(4) If Grantee is subject to the electric transmission cost-of-service rate jurisdiction of the Public Utility Commission of Texas or has a net worth of at least \$25 million, Grantee shall maintain commercial liability insurance or self-insurance at levels approved by the Public Utility Commission of Texas in the entity's most recent transmission cost-of-service base rate proceeding.

<sup>7</sup> Pursuant to Section 21.0114(d) of the Texas Property Code, in addition to the terms set forth in Addenda A and B, a property owner may negotiate for the inclusion of the terms in this Addendum in any instrument conveying an easement to a private entity, as defined by Section 21.0114(a) of the Texas Property Code. The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

<sup>8</sup> "Grantor" is the property owner from whom the Grantee is acquiring the pipeline or electric transmission line right-of-way easement.

<sup>9</sup> "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the easement.

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PROCLAMATION

STATE OF TEXAS § COMMISSIONERS COURT  
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners’ Court of Jefferson County, Texas, held on the 30 day of April, 2024, on motion made by Cary Erickson, Commissioner of Precinct 2, and seconded by M. Senigal, Commissioner of Precinct 3, the following Proclamation was adopted:

**Sexual Assault Awareness Month**

“Drawing Connections: Prevention Demands Equity”

**WHEREAS**, National Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community: and,

**WHEREAS**, the goal of National Sexual Assault Awareness Month is to raise public awareness about sexual violence, educate communities on how to prevent it, and make the perpetrators accountable; and,

**WHEREAS**, 1 in 5 women and 1 in 20 men experience sexual violence in their lifetime. Sexual violence is common in youth and usually committed by someone the victim knows. Adolescents who experience sexual violence are likely to become victims again as adults; and

**WHEREAS**, the theme this year for National Sexual Assault Awareness Month is, “Building Connected Communities”, calling on all individuals, communities, organizations, and institutions to change ourselves and the systems surrounding us to build connections in our communities and respect; and,

**WHEREAS**, communities come together to educate, protect, understand, and believe in each other. Practicing this will allow communities to grow and change for the better, by changing societal systems in order to achieve sustainable and equitable access for future generations in the long-term; and,

**WHEREAS**, we can partner with the Rape and Suicide Crisis Center of Southeast Texas and its partnering agencies to exercise courageous leadership by educating ourselves and others on the issue and impacts of sexual violence, speaking out against harmful attitudes and actions, and supporting efforts to help survivors heal; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the Jefferson County Commissioners Court, does proclaim the month of April, 2024 as Sexual Assault Awareness Month and hereby encourages all to stand with survivors of sexual assault and eradicate this crime from our community, expressing our sincere gratitude to all those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all survivors of sexual violence.

Signed this 29<sup>th</sup> day of April, 2024

Handwritten signature of Judge Jeff R. Branick in blue ink.

JUDGE JEFF R. BRANICK  
County Judge



Handwritten signature of Eddie Arnold in blue ink.

COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

Handwritten signature of Cary Erickson in blue ink.

COMMISSIONER CARY ERICKSON  
Precinct No. 2

Handwritten signature of Michael Senigal in blue ink.

COMMISSIONER MICHAEL SINEGAL  
Precinct No. 3

Handwritten signature of Everette D. Alfred in blue ink.

COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





### PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 30 day of April, 2024 on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Proclamation was adopted:

#### OLDER AMERICANS MONTH

**WHEREAS**, May is Older Americans Month; and

**WHEREAS**, the older adults in Jefferson County are the roots from which our community grows, who bestow gifts of wisdom and insight upon younger generations, and strengthen the bonds between neighbors to create a better place to live; and

**WHEREAS**, the older adults in Jefferson County should be commended for their role in creating and bolstering the fiber of our community and nation; and,

**WHEREAS**, we wish to join together to extend assistance to the older adults of Jefferson County by increasing their opportunities to remain in their communities as active and engaged citizens; and,

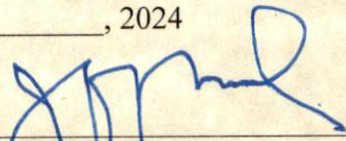
**WHEREAS**, "Older Americans Month" is sponsored by Nutrition and Services for Seniors, a non-profit agency dedicated to providing innovative, effective programs that assist older adults in leading quality lives while maintaining dignity and independence; and,

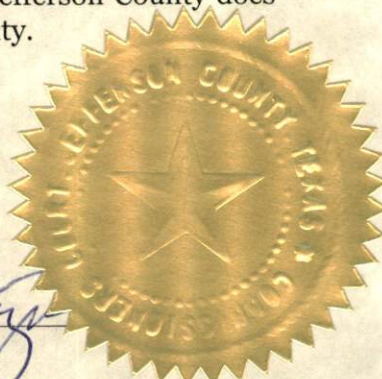
**WHEREAS**, the purpose of this initiative is to publicly recognize their contributions to the diversity, strength, and unity of our community and to identify ways to make their lives comfortable and respectable; and,


**WHEREAS**, to honor those who have significantly contributed to our community – economically, socially, culturally or otherwise improving the quality of life in Jefferson County, Nutrition and Services for Seniors is hosting the thirteenth annual "**Deliver the Difference Benefiting Meals on Wheels**" to honor Cindy and Michael Lindsay on Thursday, May 2, 2024.


**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners Court of Jefferson County does hereby proclaim May 2024 as: "OLDER AMERICANS MONTH" in Jefferson County.

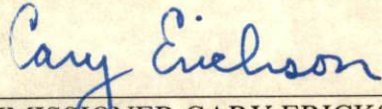
Signed this 29th day of APRIL, 2024

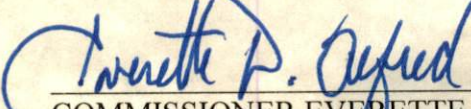
  
 \_\_\_\_\_  
 JUDGE JEFF R. BRANICK  
 County Judge



  
 \_\_\_\_\_  
 COMMISSIONER EDDIE ARNOLD  
 Precinct No. 1

  
 \_\_\_\_\_  
 MICHAEL S. SINEGAL  
 Precinct No. 3

  
 \_\_\_\_\_  
 COMMISSIONER CARY ERICKSON  
 Precinct No. 2

  
 \_\_\_\_\_  
 COMMISSIONER EVERETTE D. ALFRED  
 Precinct No. 4




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

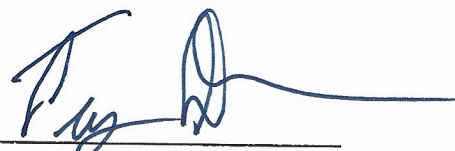
1. Jefferson County, Texas ("County") and Arbor Renewable Gas LLC Phase 2 ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on July 20, 2021 (attached hereto as Exhibit "A") with respect to the abatement of certain *ad valorem* property taxes on a new plant facility (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 9<sup>th</sup> day of APRIL, 2024.

**FOR THE COUNTY:**

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

**FOR THE OWNER:**

  
\_\_\_\_\_  
TREY FIELDNER  
COO

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





### PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS COURT
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

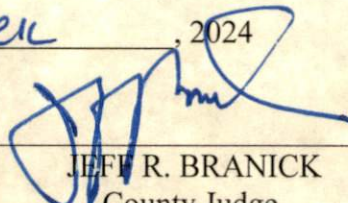
BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 30 day of April, 2024, on motion made by Everette "Bo" Alfred, Commissioner of Precinct No. 4, and seconded by Cary Erickson, Commissioner of Precinct No. 2, the following Proclamation was adopted:

**SOIL & WATER STEWARDSHIP WEEK**  
**April 28 to May 5, 2024**

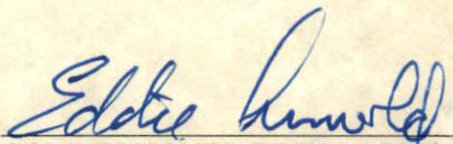
**WHEAREAS**, fertile soil and clean water provide us with our daily sustenance; and  
**WHEREAS**, effective conservation practices have helped provide us a rich standard of living; and  
**WHEREAS**, our security depends upon healthy soil and clean water; and  
**WHEREAS**, stewardship calls for each person to help conserve these precious resources,

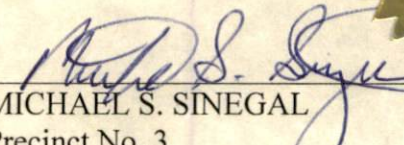
**NOW THEREFORE**, the Commissioners' Court of Jefferson County does hereby proclaim April 28 to May 5, 2024 as Soil & Water Stewardship Week in the State of Texas and we urge all citizens to celebrate this special observance, and further, to reflect on ways that together that we can contribute to a healthy environment and make Texas and even greater place to live, work and raise a family

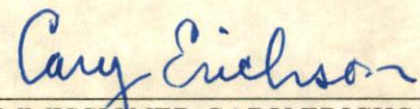
Signed this 29<sup>th</sup> day of April, 2024

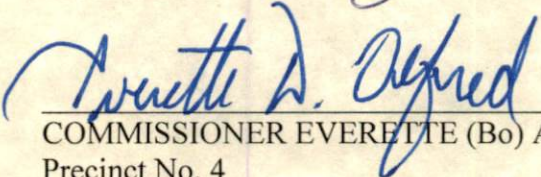
  
 \_\_\_\_\_  
 JEFF R. BRANICK  
 County Judge



  
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 COMMISSIONER EDDIE ARNOLD  
 Precinct No. 1

  
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 MICHAEL S. SINEGAL  
 Precinct No. 3

  
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 COMMISSIONER CARY ERICKSON  
 Precinct No. 2

  
 \_\_\_\_\_  
 COMMISSIONER EVERETTE (Bo) ALFRED  
 Precinct No. 4



**CERTIFICATE FOR ORDER**

THE STATE OF TEXAS       §  
   §  
 COUNTY OF JEFFERSON     §

I, the undersigned County Clerk of Jefferson County, Texas, hereby certify as follows:

1.       The Commissioners Court of Jefferson County, Texas, convened in regular meeting on APRIL 30, 2024, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court and the County Clerk, to wit:

Jeff Branick	County Judge
Eddie Arnold	Commissioner, Precinct 1
Cary Erickson	Commissioner, Precinct 2
Michael S. Sinegal	Commissioner, Precinct 3
Everette "Bo" Alfred	Commissioner, Precinct 4

and all of said persons were present except for N/A, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

**ORDER WITH RESPECT TO REPUBLIC SERVICES, INC. PROJECT**

was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

AYES: 5;

NOES: 0;

ABSTENTIONS: 0.

2.       A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said order has been duly recorded in said Commissioners Court's minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said meeting pertaining to the adoption of said order; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this April 30, 2024

*Karin Heister*  
County Clerk  
Chief Deputy  
County Clerk

(SEAL)



[Signature Page – Jefferson County Certificate for Order]

**ORDER WITH RESPECT TO  
REPUBLIC SERVICES, INC.  
PROJECT**

WHEREAS, REPUBLIC SERVICES, INC. and its subsidiaries or affiliates (collectively, the "Company") own and operate various solid waste disposal facilities throughout the State of Texas (collectively, the "Facilities"); and

WHEREAS, the Company has requested that Mission Economic Development Corporation (the "Issuer") issue its Mission Economic Development Corporation Solid Waste Disposal Revenue Bonds (Republic Services, Inc. Project) or similarly captioned bonds in one or more series (the "Bonds") to finance the costs of acquiring, constructing, equipping and/or improving the Facilities (collectively, the "Project"); and

WHEREAS, a portion of the Project consisting of the following site(s) is located in Jefferson County, Texas (the "County"): 6433 Labelle Road, Beaumont, Texas 77705 (the "Local Portion of the Project"); and

WHEREAS, the aggregate maximum stated principal amount of the Bonds to be used to finance the Project is \$133,000,000, and the aggregate maximum stated principal amount of the Bonds to be used to finance the Local Portion of the Project is \$17,000,000; and

WHEREAS, in order for the Local Portion of the Project to be financed with the proceeds of the Bonds, the Commissioners Court (the "Commissioners Court") of the County must request that the Issuer exercise its powers within the County for the purpose of issuing such Bonds to finance the Local Portion of the Project, such request being intended to satisfy the requirements of Section 501.159 of the Texas Development Corporation Act, Texas Local Government Code, Chapter 501, as amended (the "Act"); and

WHEREAS, the Commissioners Court desires hereby to make such request of the Issuer and to take other actions to enable the Issuer to issue the Bonds and the Company to use the proceeds thereof to finance the Local Portion of the Project; and

WHEREAS, approval of the Commissioners Court or the County Judge as the "applicable elected representative" is also required in connection with the issuance of the Bonds as tax-exempt bonds, in order to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Commissioners Court desires hereby to give such approval.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS:

Section 1. Third Party Financing. In order for the Local Portion of the Project to be financed as a part of the entire Project through the Issuer's issuance of the Bonds, the Issuer is hereby requested to exercise its powers within the County for the purpose of issuing such Bonds in one or more series over the next thirty-six months to finance the Local Portion of the Project (the "Plan of Finance"). This request is intended to satisfy the requirements of Section 501.159 of the Act.

Section 2. Public Hearing and Approval for Federal Tax Purposes. In order to comply with Section 147(f) of the Code, a public hearing has been held by or on behalf of the County, in which hearing members of the public were permitted to express their views with respect to the Project, the Plan of Finance



and the issuance of the Bonds for such purpose. Notice of such hearing was published no less than seven days prior to such hearing in a newspaper of general circulation available to residents of the County, and an affidavit of publication of such notice and a copy of such notice are each attached to Exhibit A hereto. Based upon the results of such hearing (as shown in the certificate of public hearing officer attached hereto as Exhibit A), and for purposes of complying with Section 147(f) of the Code, the Plan of Finance, including the issuance of the Bonds for the Local Portion of the Project, is hereby approved. If requested by bond counsel for the Bonds, the County Judge is hereby authorized and directed to execute a certificate certifying approval of the Plan of Finance and the Bonds for the Local Portion of the Project.

**SECTION 3. DISCLAIMER OF LIABILITY. THE COUNTY, THE COMMISSIONERS COURT, THE COUNTY JUDGE AND ALL OTHER COUNTY OFFICIALS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OR THE ISSUANCE, CREDITWORTHINESS OR REPAYMENT OF THE BONDS TO BE ISSUED BY THE ISSUER WITH RESPECT TO THE PROJECT. UNDER NO CIRCUMSTANCES SHALL THE COUNTY HAVE ANY LIABILITY, FINANCIAL OBLIGATION OR RESPONSIBILITY OF ANY KIND WITH RESPECT TO THE PAYMENT OF BONDS ISSUED FOR THE PROJECT OR FOR THE CONSTRUCTION, MAINTENANCE, OPERATION OR ANY OTHER ASPECT OF THE PROJECT.**

ADOPTED this \_\_\_\_\_, 2024.

**EXHIBIT A**

**CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING**

(attached)

**CERTIFICATE OF PUBLIC HEARING OFFICER**  
**REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))**

MISSION ECONOMIC DEVELOPMENT CORPORATION  
SOLID WASTE DISPOSAL REVENUE BONDS  
(REPUBLIC SERVICES, INC. PROJECT)

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the plan of finance including the issuance of the above-referenced bonds in one or more series (the "Bonds").

I hereby certify as follows:

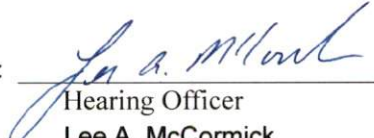
1. I am the duly appointed hearing officer for the public hearing which was held telephonically in connection with the proposed plan of finance including the issuance of the Bonds on the date and at the time indicated in the Notice of Public Hearing included in Schedule 1 attached hereto.

2. No less than seven days before the date of the public hearing, notice of the public hearing was published in a newspaper of general circulation available to residents of Jefferson County, Texas, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as Schedule 1.

3. All persons appearing telephonically at the public hearing were given an opportunity to comment on the proposed plan of finance, including the issuance of the Bonds, and the project to be financed by the plan of finance. No such persons appeared or made comments except as is set forth on Schedule 2 attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 16<sup>th</sup> day of April, 2024.

By:   
Hearing Officer  
**Lee A. McCormick**

Schedule 1 - Affidavit of Publication of the Notice of Public Hearing & Notice of Public Hearing  
Schedule 2 - Names and Comments of Persons Attending Public Hearing

SCHEDULE 1

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING & NOTICE OF PUBLIC  
HEARING

[ATTACHED]



Product

Date

Class

Page

*Victoria Bond*

NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 9th Day of April A.D. 2024



*Veronica Tyrone*

Notary Public in and for the State of Texas



**NOTICE OF PUBLIC HEARING****MISSION ECONOMIC DEVELOPMENT CORPORATION  
SOLID WASTE DISPOSAL REVENUE BONDS  
(REPUBLIC SERVICES, INC. PROJECT)**

Notice is hereby given of a telephonic public hearing to be held on behalf of Mission Economic Development Corporation (the "Issuer") on April 16, 2024 at 10:00 a.m., with respect to a plan of finance including one or more series of bonds (the "Bonds") proposed to be issued by the Issuer. Interested parties may join the public hearing on the date and the time indicated above by dialing +1.855.282.6330 (US Toll Free) and, when prompted, entering the meeting code 2662 849 6846##.

The Issuer proposes to issue the Bonds in an aggregate maximum stated principal amount of \$133,000,000 as exempt facility bonds for solid waste disposal facilities pursuant to section 142(a)(6) of the Internal Revenue Code of 1986 (the "Code"). The proceeds of the Bonds will be loaned to Republic Services, Inc. and/or one or more subsidiaries or affiliates thereof (collectively, the "Borrower") for the purpose of financing and/or refinancing capital improvements, site improvements, and equipment acquisitions related to the Borrower's solid waste disposal facilities and collections operations, including facilities and operations located at any one or more of the following locations, in the aggregate maximum stated principal amounts at each location noted below: (i) 2200 FM 521, Fresno, Fort Bend County, Texas 77545 (\$25,000,000); (ii) 3031 FM 3417, Mount Pleasant, Titus County, Texas 75455 (\$10,000,000); (iii) 800 Mosler Valley Road, Euless, Tarrant County, Texas 76040 (\$13,000,000); (iv) 12035 West Murphy Street, Odessa, Ector County, Texas 79763 (\$14,000,000); (v) 6433 Labelle Road, Beaumont, Jefferson County, Texas 77705 (\$17,000,000); (vi) 2559 FM 66, Itasca, Hill County, Texas 76055 (\$11,000,000); (vii) 2811 FM 1568, Campbell, Hunt County, Texas 75422 (\$10,000,000); and (viii) 5757 Oates Road, Suite A, Houston, Harris County, Texas 77078 (\$33,000,000) (collectively, the "Project"). The initial owner and/or operator of the Project will be the Borrower.

The aforementioned public hearing will be conducted by Lee McCormick or his designee. All interested persons are invited to telephonically attend such public hearing and express their views with respect to the Project and the Bonds. Questions or requests for additional information may be directed to Mr. McCormick (telephone: (214) 256-3121; email: [lmccormick@cdafinance.com](mailto:lmccormick@cdafinance.com)). Any interested persons unable to attend the telephonic public hearing may submit their views in writing to Mr. McCormick at Community Development Associates, LLC, 6988 Lebanon Rd., Ste. 103, Frisco, Texas 75034 or by emailing the address set forth above prior to the date scheduled for the hearing. This notice is published and the above-described hearing is to be held in satisfaction of the requirements of Section 147(f) of the Code regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds.

SCHEDULE 2

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

None.



## Quit Claim Deed

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date: **April** \_\_\_\_\_, 2024

Grantor: **Jefferson County**

Grantor's Mailing Address: 1149 Pearl St., Fourth Floor

Grantee: **Jefferson County Drainage District No. 6**

Grantee's Mailing Address: \_\_\_\_\_

Consideration: The sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration

Property (including any improvements):

**Being a 5.010 acre tract of land. Part of Block 19, M.C. Cartwright Subdivision, recorded in Vol. 4, Page 194, Map Records, Jefferson County, Texas; being that same tract of land known as Tract 2, described in a partition deed between the City of Beaumont and Jefferson County, recorded in Volume 1662, Page 148, Deed Records of Jefferson County, Texas and which are described in Exhibit "A" which is incorporated herein.**

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to all restrictions, encumbrances, easements, covenants, and conditions relating to the Property filed for record in Jefferson County, Texas.

Grantor, for the Consideration, and subject to the Reservations from the Exceptions to Conveyance grants, sells, and conveys to Grantee the property together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold to Grantee and Grantee's successors and assigns forever. Grantor conveys any and all rights Grantor has in said property to Grantee.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this \_\_\_\_ day of April, 2024

\_\_\_\_\_  
Jeff R. Branick, County Judge

THE STATE OF TEXAS                   §  
   §  
COUNTY OF JEFFERSON               §

Before me, a Notary Public, the foregoing instrument was acknowledged on \_\_\_\_ day of April, 2024 by \_\_\_\_\_ as \_\_\_\_\_ for Jefferson County personally appeared before me, and who is known to me through \_\_\_\_\_ to be the person(s) who executed it for the purposes and consideration expressed therein, and in the capacity stated.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF  
\_\_\_\_\_

**INTER-GOVERNMENTAL AGREEMENT****BETWEEN**

**THE UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF PRISONS  
FEDERAL CORRECTIONAL COMPLEX  
BEAUMONT, TEXAS**

**AND**

**JEFFERSON COUNTY SHERIFF'S OFFICE  
BEAUMONT, TEXAS**

**For Mutual Emergency Assistance**

Pursuant to relevant authority contained in federal and state laws appropriate to the nature and scope of the emergency, 18 U.S.C. § 4001(b)(2) and 18 U.S.C. § 4042(a)(2), (3), this Inter-Governmental Agreement, "IGA" or "Agreement", is entered into by and between the United States Department of Justice, "DOJ", Federal Bureau of Prisons, "BOP", Federal Correctional Complex, Beaumont, Texas, herein after referred to as "FCC Beaumont", and the Jefferson County Sheriff's Office, Beaumont, Texas, herein after referred to as "JCSO", who hereby agrees to as follows:

**I. PURPOSE AND SCOPE:**

- A. This Agreement is intended to provide for mutual assistance during a natural disaster and/or law enforcement emergency requiring prompt action, and which is, or threatens to be, of such serious proportions that each party's resources alone are, or may be, inadequate to maintain the safety and security of the public, each party's prisoners, and/or each party's staff.
- B. As further described herein, all emergency assistance to be provided by each party shall be immediate, short-term, and limited to operations that each party's staff are authorized to provide and for which they are trained and have expertise.

- C. This Agreement shall not affect any pre-existing, independent relationship, or obligation between the parties on any other subject, or with any third party or parties.
- D. This Agreement supersedes any prior agreement between the parties on this same subject.

**II. FCC BEAUMONT ASSISTANCE TO JCSO:**

- A. Under current BOP authority and upon request from the JCSO, the BOP Regional Director may direct the Warden or his/her designee to provide:
  - 1. FCC Beaumont staff to act ONLY:
    - a. as advisors for technical assistance, e. g., consultants for hostage situations or pandemic control measures (18 U.S.C. § 4042(a)(4)); OR
    - b. to search for escaped state/local prisoners ONLY on BOP property 18 U.S.C. § 4042 (a)(1), (2)).
  - 2. Transportation and/or temporary housing ONLY:
    - a. if state prisoners are sentenced prisoners, and
    - b. if a "state boarder agreement" exists requiring full reimbursement to BOP by the state (18 U.S.C. § 5003).
  - 3. Volunteer inmate work details for community service projects (18 U.S.C. § 3622(b); 28 C.F.R. § 551.60).
  - 4. Emergency preparedness training and joint training exercises pursuant to the Intergovernmental Personnel Program (42 U.S.C. § 4742).
- B. DOJ may direct BOP to provide:
  - 1. Any/all assistance listed above in section A.

2. FCC Beaumont staff to act in any capacity for which they are trained and have expertise, including medical support, and if approved by the Deputy Attorney General, a BOP Crisis Management Team, including a Special Operations Response Team, "SORT"; a Disturbance Control Team, "DCT"; or a Crisis Negotiation Team, "CNT".
3. Detention/Perimeter Security: Due to limited arrest authority, FCC Beaumont staff may not take sole custody of JCSO prisoners or perform perimeter security duties at JCSO Facility but may perform other non-contact duties to free JCSO staff to perform these duties.
4. Transportation: FCC Beaumont vehicles and drivers may transport JCSO prisoners, including pre-trial prisoners.
  - a. Ordinarily, JCSO staff shall be present to maintain custody/supervision of JCSO prisoners being transported.
  - b. FCC Beaumont staff may take sole custody of JCSO prisoners being transported ONLY if state law allows BOP staff to be deputized.
5. Supplies and equipment, including blankets, food, water, clothing, medical supplies, and temporary use of large or specialized equipment.
  - a. Clothing with BOP insignia may not be loaned to or worn by non-BOP employees.
  - b. Large or specialized equipment and vehicles shall be operated by BOP staff, or by JCSO staff, only if JCSO officials have indicated that its staff is competent to use the equipment.
6. Weapons, ammunition, and chemical agents.

- a. Weapons, ammunition, and chemical agents may be provided to JCSO staff only if JCSO officials have indicated that its staff are competent to use such weapons, ammunition, and chemical agents.
  - b. FCC Beaumont staff may not use weapons, ammunition, or chemical agents to assist JCSO staff without obtaining approval of the Deputy Attorney General, or, in extraordinary circumstances, if the Director of the BOP concludes that delay to obtain approval would result in death or serious bodily injury to JCSO staff or inmate hostages. All use of force by BOP staff must be consistent with DOJ/BOP policy.
7. Use of BOP facilities, including temporary housing for JCSO prisoners, including pre-trial prisoners. As soon as possible, operational details for housing JCSO prisoners beyond the resolution of the initial emergency shall be documented in a separate agreement.

### **III. JCSO ASSISTANCE TO FCC Beaumont:**

- A. Upon request from the Warden or his/her designee, JCSO staff may provide assistance to FCC Beaumont staff responding to disturbances, escapes, or any other natural or man-made emergency affecting the safety, security, and good order of the FCC Beaumont institution. Operational details for specific assistance shall be determined at the time of the emergency.
- B. Under no circumstances will JCSO staff:
  1. Have command authority on site; or
  2. Bring any type of weapon into the secure perimeter of the FCC Beaumont institution.
- C. Upon notification and when manpower allows, the JCSO will assist FCC Beaumont staff in locating and apprehending an escapee.

- D. Escape flyers distributed to the local law enforcement agencies will be shared among law enforcement personnel to assist in the apprehension of the escapee. JCSO may assist with traffic control, patrol, and apprehension procedures. JCSO will exercise traffic control in accordance to its procedures, but agree to conduct patrols, apprehension procedures in coordination with the activities of FCC Beaumont.
- E. In the event of a disturbance where FCC Beaumont deems it necessary to request assistance, JCSO will provide perimeter assistance on State and County roads, and other assistance as needed.

**IV. REIMBURSEMENT:**

- A. In accordance with each party's financial management policy at the time of the emergency, and the statute authorizing the assistance, ordinarily the party requesting assistance shall reimburse the party providing assistance for unfunded costs of resources expended and/or damaged during the emergency, including personnel employed beyond resolution of the initial emergency.
- B. Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. § 1341, or relevant state law, by obligating the parties to any expenditure or obligation of funds in excess or in advance of appropriations.

**V. GENERAL PROVISIONS:**

**A. PERIOD OF AGREEMENT/TERMINATION:**

- 1. This Agreement shall become effective upon the date of last signature of the authorized parties, as designated below, and shall remain in effect for a period of five years unless terminated sooner by mutual consent of both parties, or by either party providing 120 days advanced written notice to the other party.

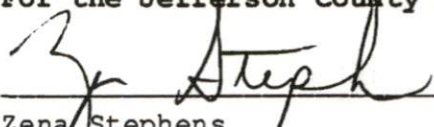
2. This Agreement shall remain in effect during the term in office of any successive leadership of either party unless terminated or modified pursuant to procedures described below.
- B. MODIFICATION PROCEDURES: Either party may propose to modify this Agreement at any time. All proposed modifications shall be in writing and shall become effective only upon the written concurrence of both parties.
- C. SURVIVAL AND SEVERABILITY:
1. The provisions of this Agreement which require performance after termination of this Agreement shall remain in force notwithstanding termination of this Agreement.
  2. If any provisions of this Agreement are determined to be invalid or unenforceable, the remaining provisions shall continue in force and unaffected to the fullest extent permitted by law and regulation.
- D. LIABILITY AND INDEMNIFICATION:
1. Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available pursuant to federal and state law. Neither party agrees to insure, defend, or indemnify the other party.
  2. Each party shall cooperate with the other party in the investigation and resolution of administrative claims and/or litigation arising from conduct related to the provisions of this Agreement.
  3. Neither party shall be responsible for delays or failures in performance from acts beyond the reasonable control of the party, e.g., a natural or man-made disaster.

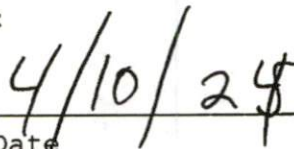


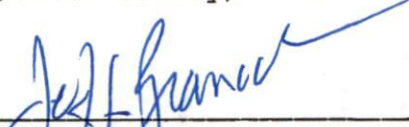
- E. DISPUTE RESOLUTION: In the event of a dispute between the parties, the parties agree that they will use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.
  
- F. THIRD PARTY CLAIMS: This Agreement is for the sole and exclusive benefit of the signatory parties and shall not be construed to bestow any legal right or benefit upon any other persons or entities.
  
- G. CONTACT INFORMATION: Each party shall provide to the other party a list of contact persons authorized to act as liaison with the other party to implement this Agreement and coordinate additional operational details. This list shall include names, titles, telephone numbers, mailing/e-mail addresses, and be updated as necessary to reflect personnel changes.

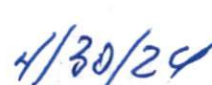
IN WITNESS WHEREOF, the undersigned, duly authorized officers have subscribed their names on behalf of the Federal Bureau of Prisons, Federal Correctional Complex Beaumont, Texas and the Jefferson County Sheriff's Office.

**For the Jefferson County Sheriff's Office:**

  
\_\_\_\_\_  
Zena Stephens  
Sheriff  
Jefferson County, Texas

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jeff R. Branick  
County Judge

  
\_\_\_\_\_  
Date

**For the Federal Bureau of Prisons:**

Submitted:

\_\_\_\_\_  
John Bartlett  
Complex Warden  
Federal Correctional Complex  
Beaumont, Texas

\_\_\_\_\_  
Date

\_\_\_\_\_  
T. Hawkins  
Warden (BMM)  
Federal Correctional Complex  
Beaumont, Texas

\_\_\_\_\_  
Date

\_\_\_\_\_  
S. Robinson  
Warden (BML)  
Federal Correctional Complex  
Beaumont, Texas

\_\_\_\_\_  
Date

Concurred:

\_\_\_\_\_  
Heriberto H. Tellez  
Regional Director  
South Central Regional Office

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Kathy Cole  
Chief  
Field Acquisition Office

\_\_\_\_\_  
Date

Form #2201 Rev. 05/2020

Submit to:  
SECRETARY OF STATE  
Government Filings  
Section P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



## STATEMENT OF OFFICER

## Statement

I, EDDIE ARNOLD, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: COMMISSIONER, PRECINCT 1

## Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 4-22-24

Eddie Arnold  
Signature of Officer

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, EDDIE ARNOLD, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of COMMISSIONER, PRECINCT 1 of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

Eddie Arnold  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of TEXAS  
County of JEFFERSON

Sworn to and subscribed before me on this 22ND day of April, 2024.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)



Faith Ann Laurents  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath  
FAITH ANN LAURENTS  
Printed or Typed Name



**AMENDMENT NO. 3 TO  
GLO CONTRACT NO. 20-066-036-C242**

THE GENERAL LAND OFFICE (the “GLO”) and JEFFERSON COUNTY (“Subrecipient”), each a “Party” and collectively “the Parties” to GLO Contract No. 20-066-036-C242 (the “Contract”), desire to amend the Contract.

WHEREAS, the Parties desire to extend the Contract term; and

WHEREAS, the Parties desire to revise the Performance Statement and Budget to accurately reflect all Project Activities; and

WHEREAS, the Parties desire to revise the Revised General Affirmations to reflect updated terms; and

WHEREAS, these revisions will result in no additional encumbrance of Contract funds;

NOW, THEREFORE, the Parties hereby agree as follows:

1. SECTION 3.01 of the Contract is amended to reflect a termination date of **December 31, 2024**.
2. ATTACHMENT A to the Contract, **Performance Statement, Budget, and Benchmarks** deleted in its entirety and replaced with the **Revised Performance Statement, Budget, and Benchmarks** attached hereto and incorporated herein in its entirety for all purposes as ATTACHMENT A-1.
3. ATTACHMENT C-1 to the Contract, **Revised General Affirmations**, is deleted in its entirety and replaced with the **Revised General Affirmations**, attached hereto and incorporated herein in its entirety for all purposes as ATTACHMENT C-2.
4. This Amendment shall be effective upon the date of the last signature or April 30, 2024.
5. The terms and conditions of the Contract not amended herein shall remain in force and effect.

**SIGNATURE PAGE FOLLOWS**

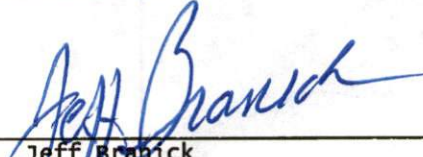


**SIGNATURE PAGE FOR AMENDMENT NO. 3 TO  
GLO CONTRACT NO. 20-066-036-C242**

**GENERAL LAND OFFICE**

**JEFFERSON COUNTY**

\_\_\_\_\_  
Mark A. Havens, Chief Clerk

  
\_\_\_\_\_  
By: Jeff Branick  
\_\_\_\_\_  
Title: County Judge, Jefferson County

Date of execution: \_\_\_\_\_

Date of execution: \_\_\_\_\_

- OGC  gm
- PM  JS
- SDD  HL
- DGC  MB
- GC  JC
- DLC  PP

**ATTACHED TO THIS AMENDMENT:**

**ATTACHMENT A-1** Revised Performance Statement, Budget, and Benchmarks

**ATTACHMENT C-2** Revised General Affirmations

**JEFFERSON COUNTY  
20-066-036-C242****PERFORMANCE STATEMENT**

Jefferson County (Subrecipient) was overwhelmed by Hurricane Harvey. Heavy rainfall caused flooding of homes and streets and threatened public health, safety, and welfare. Subrecipient will conduct a Buyout program that targets homes that are the most vulnerable to flooding.

Subrecipient shall perform the Activities identified herein for the target area specified in its approved Texas Community Development Block Grant Disaster Recovery Supplemental Grant Application to aid areas most impacted by Hurricane Harvey. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations. Subrecipient shall carry out the following housing Activities in strict accordance with the terms of Subrecipient's approved Project Guidelines, the terms of this Contract and all Attachments, the GLO-approved Method of Distribution (MOD), and the requirements of the GLO Implementation Manual, as each may be amended over time. Each of these documents is incorporated by reference to this Contract. This Project will meet the following national objective(s): Low to Moderate Buyout, Low to Moderate Housing Incentives, Low to Moderate Down-Payment Assistance, Low to Moderate Relocation Payments and Assistance, and Urgent Need.

The grant total is \$2,651,308.80. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO's Community Development and Revitalization division (GLO-CDR).

**Project Description (Buyout)**

Subrecipient will provide a Buyout program for approximately nine (9) residential dwellings affected by Hurricane Harvey. Assistance will be provided to homeowners who are located in a floodplain or reside in a repetitive flood area and who agree to relocate to outside the floodplain or a location of reduced flood risk. The properties acquired with funds provided under this Contract may be used for green space or for an eligible use, as defined by the Federal Register (final use deed restriction must be recorded in perpetuity at closing) and the GLO Implementation Manual. Refer to the approved Project Guidelines for further technical guidance on the final use of the acquired property.

An environmental review must be conducted and all Project locations must receive environmental clearance prior to the execution of any agreements with property owners that present choice-limiting actions<sup>1</sup> or prior to the commencement of any physical work, including demolition work, on the properties.

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<sup>1</sup> The execution of an "option contract" with homeowners may be permitted if such an option contract is conditional on the receipt of required environmental clearance and in compliance with the GLO Implementation Manual.



### Project Budget

Project costs generally include costs for purchases of the property, incentives, appraisals, legal/title work, and site-specific environmental reviews, and other reasonable approved costs.

Project Delivery costs generally include costs for case management, applicant intake, and a broad environmental review, and other reasonable approved costs. The total Project Delivery costs will not exceed twelve percent (12%) of the total grant allocation.

Cost Type	Grant Award	Other Funds	Total
Project Costs (at least 88%)	\$2,390,782.80	\$0.00	\$2,390,782.80
Project Delivery Costs (up to 12%)	\$260,526.00	\$0.00	\$260,526.00
<b>TOTAL:</b>	<b>\$2,651,308.80</b>	<b>\$0.00</b>	<b>\$2,651,308.80</b>

### Benchmarks for Release of Project Delivery Funding

The following Benchmarks must be achieved prior to Subrecipient being permitted to draw the associated amount of Project Delivery funding for this Contract.

Benchmarks	Caps for Charging Project Delivery Costs	
	Incremental	Cumulative
Approval of Project Guidelines	15%	15%
15% of Project funds drawn by Subrecipient	15%	30%
25% of Project funds drawn by Subrecipient	15%	45%
50% of Project funds drawn by Subrecipient	15%	60%
75% of Project funds drawn by Subrecipient	15%	75%
100% of Project funds drawn/Activities closed by Subrecipient	20%	95%
Grant Completion Report accepted	5%	100%

**GENERAL AFFIRMATIONS**

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.\*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.\*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.\*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

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maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it 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 a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.\*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
  - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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- of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.
- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
  - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
  - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
  - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
  - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.\*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.\*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.\*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.\*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.\*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.\*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.\*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.\*
41. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.\*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.\*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.\*
46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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# SUPPORTING DOCUMENTS



# TEXAS GENERAL LAND OFFICE

## DRAFTING REQUEST FORM

You are listed as a Project Manager for a Base Grant that is either expiring or the Contract Management Division (CMD) has been asked to initiate an amendment on. Please select one of the following options:

- Option 1: Approved to Expire       Option 2: Amendment Required

**If Option 1:**

Thank you! You may now save this document and return it to the assigned Contract Manager. Please send it by replying to the original email, so that the document is brought back into CMD's Contract Lifecycle Management (CLM) system.

**If Option 2:**

Please complete the information in the highlighted sections below and review the data on the final page for any necessary changes to CMD's data. Once complete, please save this document and return it to the assigned Contract Manager. Please send it by selecting Reply All in a reply to the original email so that the document will be brought back into CLM and the Contract Manager will be notified.

### Amendment Information

Please provide the information listed below.

**1. Reason for the amendment:**

Provide a brief description of what specifically needs changed:
The County is requesting an 8-months extension. There will also be a reduction in the number of purchased properties on the Attachment A. The actual number of properties 9. One property has been purchased and the other 8 are awaiting GLO approval.
Provide a brief reason why the change is necessary:
The county will not meet the current contract expiration date. The contract was executed at the being of covid and outreach was not possible. The county also did not have participation that met the LMI national Objective and had to establish a DRRA. Due to these and other issues the county has progressed slowly with the implementation the program.

**2. If amending the dollar value, complete this information:**

Requisition Number:		
Current Dollar Value:	\$2,651,308.80	A
Change of Funds:		B

Add the values from A and B. Insert new value below.

New Total (A+B):	
------------------	--

Divide B by A and then multiply by 100. Insert percentage below.

Percent of Change:	
--------------------	--

Percent of change is greater than 10%, place an x in the box that best represents the reason for the change.

<input type="checkbox"/>	Extension/Renewal of contract based on agency convenience	<input type="checkbox"/>	Extension of contract schedule due to VENDOR non-performance
<input type="checkbox"/>	Force Majeure/Act of God	<input type="checkbox"/>	Request by VENDOR with scope increase
<input type="checkbox"/>	Accommodate changes in third party (State/Federal)	<input type="checkbox"/>	Error/Omission in Original Design caused by AGENCY

	standards	
	Request by AGENCY with scope increase	Error/Omission in Original Design caused by NEITHER
	Request by AGENCY without scope increase	Error/Omission in Original Design caused by VENDOR
	Request by AGENCY to Update/Enhance Technology	Other/Not Applicable - Data Entry Collection
	Other/Not Applicable - Legislative Allocation	Other/Not Applicable - Subrecipient Allocation

(Note: CMD reserves the right to, following discussions with the PM, modify the selected reason code.)

### 3. If adding or changing time, complete this information:

What is the new termination date?	12/31/2024
Provide an explanation as to why the current termination date cannot be met:	
The County is awaiting GLO approval on eight (8) properties. The closing on the properties can not be scheduled until GLO approves the obligations and advance pay for the purchases. The county will also need time to demo the properties and complete administrative closeout. The current contract end does not allow time to complete the program requires.	
Provide a brief plan that assures the contract can be completed by the requested termination date:	
The County currently has eight (8) potential participants, and One (1) home has already been purchased by the county. Three (3) properties are currently in negotiations with offer letters. The remaining five (5) cases are pending GLO review. If GLO approvals are received by March 2024, the County feels confident that all eight cases can be closed by the requested deadline. The purchased homes will be demoed by October and administrative closed by 12/31/2024.	

### 4. Review Data

Please review the data on page 3 and notate any necessary changes below:
There have been not changes to the information on page 3.

### 5. PM Information

Please Provide the Name of the Person Preparing this form below:

Name:	Terri Spencer
Title:	Grant Manager
Date:	3/15/2024

**CLM Data Validation**

---

**CONTRACT DATA**Division Name: **Community Development and Revitalization**Contract Number: **20-066-036-C242**Work Order Number: **C242**

Program Area Project Number:

Current Expiration: **04/30/2024**Current Value: **\$2,651,308.80**Is Insurance Required: **Self-Insurance by Governmental Units, Chapter 2259 Tex. Gov't. Code**Insurance Expires: **01/01/1900**Was retainage required? **No**If yes, the percentage required: **0%**Does this use Federal funds? **Yes**Federal Award Number(s): **B-17-DM-48-0001**CFDA(s): **14.228 Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii**Research and Development? **No**Was a Notice to Proceed (NTP) required? **No**

Date it was issued:

Purchase Order Number(s): **EP016720****COMPANY DATA**Vendor or Subrecipient Name: **Jefferson County**Address: **1149 Pearl Street**City: **Beaumont** State: **TX** Zip: **77701-3638**Phone Number: **(409) 835-8466**

Website:

Texas Identification Number: **17460002912002**UEID: **03/01/2024 - EKC1BVNLJXA8**Cage: **34CX4**External Project Manager Name: **Vivian Ballou**Email: **vballou@gmjinc.com**

Phone:

Signatory Name: **Jeff Branick**Email: **jbranick@co.jefferson.tx.us**Phone: **409-835-8466**

<b>TEXAS DISASTER RECOVERY PROGRAM SUBRECIPIENT CHANGE REQUEST CHECKLIST Consolidated Review</b>						
Review Determination						
Subrecipient:	Jefferson County	Contract Number:	20-056-030-C242	Type of Allocation:	Method of Distribution	
Funding Event:	Harvey	Contract Type:	Buyout	Level of GLO Review Required:	Final Approval by GLO Director	
GLO Grant Manager:	Tami Spencer	Date Reviewed:	3/14/2024	Recommended for Approval?:	Yes	
GLO Team Lead:	Director approval in lieu of TL review	Date Reviewed:	4/12/2024	Recommended for Approval?:	Yes	
GLO Manager (if Required):	N/A	Date Reviewed:	N/A	<input type="checkbox"/> Request Approved <input type="checkbox"/> More Information Needed <input type="checkbox"/> Request Withdrawn	Date Approved:	
GLO Director (if required):	Esmeralda R. Sanchez	Date Reviewed:	4/12/2024, 4/15/2024	<input type="checkbox"/> Request Approved <input type="checkbox"/> More Information Needed <input type="checkbox"/> Request Withdrawn	Date Approved:	4/15/24. Extension approved as presented with clarification of number of beneficiaries in the supporting documentation to reflect a total of 9 properties
Proposed Changes						
<input type="checkbox"/> Performance Change <input type="checkbox"/> Budget Change <input type="checkbox"/> Contract Period Change <input type="checkbox"/> Other Change				Other Change		
Current Contract Start Date:	2/5/2020	Current Contract End Date:	4/30/2024	Amended Contract End Date:	4/30/2024	
Current Contract Budget:	\$ 2,651,308.00	Proposed Increase/Decrease in Budget:	N/A	Amended Contract Budget:	N/A	
Description of the Change Request:	The County is requesting an 8-months extension. There will also be a reduction in the number of purchased properties on the Attachment A. The actual number of properties 9. One property has been purchased and the other 8 are awaiting GLO approval.					
Consolidated Review Comments						
Section A						
Current Change Request Information Review Comments (if Any)						
Review Comments on Change Request Information (if Any)	Final RFI Comments on Change Request Information (if Any)	All Issues Resolved (Yes/No/N/A)	Manager's Comments	Director's Comments		
TS: The County is requesting a 8-months extension. There will be a reduction in the number of buyout properties being purchased with no funds deobligated. The county will purchase 9 properties. The Attachment A has been submitted with the request.						
Section B						
Required Documents Comments (if Any)						
Review Comments on Required Documents (if Any)	Final RFI Comments on Required Documents (if Any)	All Issues Resolved (Yes/No/N/A)	Manager's Comments	Director's Comments		
TS: The CR letter is attached and signed by the Judge. The red line Att A to reduce the number of properties being purchased.						
TS: The budget tool has been complete and made part of the packet.						
TS: The budget tool has been complete and make part of the packet. No change to the budget in the contract.						
TS: the county address the assessment of the number of property by evaluation the submission for approval in TIGR. The county will be serving few homes, but currently can only estimate based on applications submitted. The decrease is shown in the revised budget tool. The county will be no funds.						
Section C						
Change Request Log Review Comments (if Any)						
Review Comments on Change Request Log (if Any)	Final RFI Comments on Change Request Log (if Any)	All Issues Resolved (Yes/No/N/A)	Manager's Comments	Director's Comments		
TS: This is a 8-month N/A. The county has purchased 1 property and the county has 3 eligible applicant and 5 current applicants under review to determine eligibility. The county will not be de-obligating any funds with this amendment. The county originally planned to buyout 23 homes that						
Section D						
Change Request Eligibility Verification Review Comments (if Any)						
*Only review questions with information input in the comments column in Section D. of the Review Checklist will appear						

Review Topic	Review Question	Reviewer's Comments	Final RFI Comment (if applicable)	All Issues Resolved (Yes/No/N/A)	Manager's Comments	Director's Comments
--------------	-----------------	---------------------	-----------------------------------	----------------------------------	--------------------	---------------------

# GL History Report

WO	Vendor	PO#	Rel.	Amount	Fund	Doc #	Ref Doc #	Invoice #	Date
C242	JEFFERSON COUNTY TEX	EP016720		\$39,078.90	1104	9LS86276	9LS86276	1 C242	20211119

\$39,078.90

Tuesday, April 16, 2024

1:17 PM



Jefferson County Courthouse  
P.O. Box 4025  
Beaumont, Texas 77704



Beaumont (409) 835-8466  
Pt. Arthur (409) 727-2191 Ext. 8466  
Facsimile (409) 839-2311

February 3, 2024

**JEFF R. BRANICK**  
County Judge

Terri Spencer, Grant Manager  
Community Development & Revitalization Texas General Land Office  
1700 N. Congress  
Austin, TX 78701

RE: Hurricane Harvey Grant # 20-065-121-C408 and 20-066-036-C242

Ms. Spencer:

Jefferson County would like to request an extension of its Hurricane Harvey Buyout/Acquisition grant. The infrastructure grant would be extended to December 31, 2024.

The Buyout Program currently has eight (8) potential participants. Three (3) cases are currently underway, in negotiations. The remaining five (5) cases are pending GLO review. If GLO approvals are received by March 2024, the County feels confident that all eight cases can be closed by the requested deadline.

Currently, no budget changes are requested. The requested extension of time will ensure the completion of the grant and no de-obligation of funding.

Thank you again for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff R. Branick", is written over the word "Sincerely,".

Jeff R. Branick, County Judge

**Project Schedule**

Applicant: Jefferson County 20-066-036-C242

Date Submitted: 2/13/2024

Project Name: Buyout/Acquisition Program

	2020				2021				2022				2023				2024																																		
	J	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D				
Professional Services Procurement																																																			
Housing Guideline Development																																																			
Site Specific Environmental Review																																																			
Bid Advertisement Award																																																			
Buyout Activities																																																			
Mitigation Activities																																																			
General Administration																																																			
Audit and Closeout																																																			

DRAFT



Texas General Land Office  
Community Development and Revitalization  
CDBG-DR/MIT Budget Request

Subrecipient Name	Jefferson County	Contract Number	20-066-036-C242	Date of Request	3/13/2024	Request Number	2
-------------------	------------------	-----------------	-----------------	-----------------	-----------	----------------	---

Enter the Current TIGR Budget Below (by associated TIGR project name or site name)														
Activity Type	Number of Homes	CDBG-Buyout Award/Incentive	Other Funds-Buyout Award	CDBG-Demolition	Other Funds-Demolition	CDBG-Acquisition	Other Funds-Acquisition	CDBG-Site Specific Environmental & Soft Costs	Other Funds-Site Specific Environmental & Soft Costs	CDBG-Project Delivery	Other Project Delivery	CDBG Total	Other Funds Total	Overall Total
Buyout-LMB	16	\$ 1,034,786.40		\$ 130,739.20				\$ 70,503.20		\$ 206,020.00		\$ 1,442,048.80	\$ -	\$ 1,442,048.80
Buyout Incentives- LMHI	16	\$ 80,000.00										\$ 80,000.00	\$ -	\$ 80,000.00
Down payment Assistance- LMH	16	\$ 560,000.00										\$ 560,000.00	\$ -	\$ 560,000.00
Relocation Assistance- LMH	16	\$ 36,596.80										\$ 36,596.80	\$ -	\$ 36,596.80
Buyout-UN	4	\$ 253,696.60		\$ 32,684.80				\$ 17,625.80		\$ 54,506.00		\$ 363,513.20	\$ -	\$ 363,513.20
Buyout Incentives-UN	4	\$ 20,000.00										\$ 20,000.00	\$ -	\$ 20,000.00
Down payment Assistance- UN	4	\$ 140,000.00										\$ 140,000.00	\$ -	\$ 140,000.00
Relocation Assistance- UN	4	\$ 9,150.00										\$ 9,150.00	\$ -	\$ 9,150.00
<b>Overall Total</b>		<b>\$ 2,139,279.80</b>	<b>\$ -</b>	<b>\$ 163,424.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 88,129.00</b>	<b>\$ -</b>	<b>\$ 260,526.00</b>	<b>\$ -</b>	<b>\$ 2,651,328.80</b>	<b>\$ -</b>	<b>\$ 2,651,328.80</b>

Indicate the Necessary Changes Below														
Activity Type	Number of Homes	CDBG-Buyout Award/Incentive	Other Funds-Buyout Award	CDBG-Demolition	Other Funds-Demolition	CDBG-Acquisition	Other Funds-Acquisition	CDBG-Site Specific Environmental & Soft Costs	Other Funds-Site Specific Environmental & Soft Costs	CDBG-Project Delivery	Other Project Delivery	CDBG Total	Other Funds Total	Overall Total
Buyout-LMB	-11							\$ (50,703.20)				\$ (50,703.20)	\$ -	\$ (50,703.20)
Buyout Incentives- LMHI	-11											\$ -	\$ -	\$ -
Down payment Assistance- LMH	-11											\$ -	\$ -	\$ -
Relocation Assistance- LMH	-11											\$ -	\$ -	\$ -
Buyout-UN	0	\$ 287.60		\$ 55,315.20				\$ (4,899.60)				\$ 50,703.20	\$ -	\$ 50,703.20
Buyout Incentives-UN	0											\$ -	\$ -	\$ -
Down payment Assistance- UN	0											\$ -	\$ -	\$ -
Relocation Assistance- UN	0											\$ -	\$ -	\$ -
<b>Overall Total</b>		<b>\$ 287.60</b>	<b>\$ -</b>	<b>\$ 55,315.20</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (5,602.80)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

End Budget Change Result														
Activity Type	Number of Homes	CDBG-Buyout Award/Incentive	Other Funds-Buyout Award	CDBG-Demolition	Other Funds-Demolition	CDBG-Acquisition	Other Funds-Acquisition	CDBG-Site Specific Environmental & Soft Costs	Other Funds-Site Specific Environmental & Soft Costs	CDBG-Project Delivery	Other Funds-Administration	CDBG Total	Other Funds Total	Overall Total
Buyout-LMB	5	\$ 1,034,786.40	\$ -	\$ 130,739.20	\$ -	\$ -	\$ -	\$ 19,800.00	\$ -	\$ 206,020.00	\$ -	\$ 1,391,345.60	\$ -	\$ 1,391,345.60
Buyout Incentives- LMHI	5	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000.00	\$ -	\$ 80,000.00
Down payment Assistance- LMH	5	\$ 560,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 560,000.00	\$ -	\$ 560,000.00
Relocation Assistance- LMH	5	\$ 36,596.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,596.80	\$ -	\$ 36,596.80
Buyout-UN	4	\$ 258,984.20	\$ -	\$ 88,000.00	\$ -	\$ -	\$ -	\$ 12,726.20	\$ -	\$ 54,506.00	\$ -	\$ 414,216.40	\$ -	\$ 414,216.40
Buyout Incentives-UN	4	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Down payment Assistance- UN	4	\$ 140,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,000.00	\$ -	\$ 140,000.00
Relocation Assistance- UN	4	\$ 9,150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,150.00	\$ -	\$ 9,150.00
<b>Overall Total</b>		<b>\$ 2,189,617.40</b>	<b>\$ -</b>	<b>\$ 218,739.20</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 32,526.20</b>	<b>\$ -</b>	<b>\$ 260,526.00</b>	<b>\$ -</b>	<b>\$ 2,651,328.80</b>	<b>\$ -</b>	<b>\$ 2,651,328.80</b>

**Veronica Rodriguez**

---

**From:** Joseph Cardona  
**Sent:** Tuesday, April 16, 2024 11:06 AM  
**To:** Veronica Rodriguez  
**Subject:** FW: Jefferson County-C242-LBAP: AMD3 ready CRM:0301000227  
**Attachments:** 20-066-036-C242 - Jefferson County - Att. A.docx; Jefferson Co LBAP\_CR3Letter.pdf; JeffersonCo-20-066-036-C242\_DRF.doc; JeffersonCounty\_CR3Chk\_TS\_ES\_2024-3-15.pdf

Can you start on this one?

**Joseph Cardona, CTCM**

Team Lead – CDBG Team  
Contract Management Division  
Texas General Land Office  
Commissioner, Dawn Buckingham M.D.



[Chat with me in Teams](#)



---

**From:** Terri Spencer <terri.spencer.glo@recovery.texas.gov>  
**Sent:** Monday, April 15, 2024 4:31 PM  
**To:** Joseph Cardona <joseph.cardona@glo.texas.gov>; Veronica Rodriguez <veronica.rodriguez@glo.texas.gov>  
**Cc:** Ryne Zmolik <ryne.zmolik.glo@recovery.texas.gov>; CDR - SR Contract Change Req GLO <srcontractchangereq.glo@recovery.texas.gov>;

Glynis Vitanza <glynis.vitanza.glo@recovery.texas.gov>

**Subject:** Jefferson County-C242-LBAP: AMD3 ready CRM:0301000227

Hello, Joseph & Donna O.:

Attached please find the approved Change Request’s Document Request Form (word), the review checklist’s “Consolidated Review” tab to show approvals (pdf), the entire review checklist (excel), Change Request letter (pdf) for the above-referenced contract, and the Attachment A with track changes (word).

The city is requesting an 8-month extension with a reduction in the number of benes.

1. NAME: Jefferson County
2. PO NUMBER: EP016720
3. CONTRACT NO.: 20-066-036-C242

4. WORK ORDER: C905
5. DESCRIPTION: requests an 8-month extension to their current 4/30/2024 end date for a new end date of 12/31/2024.
6. FUNDING: Harvey Local Buyout Acquisition Program/CDBG 5B
7. PCA CODE: 22540/41230
8. EFFECTIVE DATE: 4/30/2020
9. END DATE: currently 4/30/2024, extend to 12/31/2024
10. JUSTIFICATION: Please refer to DRF
11. ASSOCIATED AMENDMENTS: NONE
12. GRANT MANAGER: Terri Spencer

Please let us know if you need any additional info.

T



**Terri Spencer**  
**Grant Manager | Grant Management**  
**Community Development & Revitalization**  
**Texas General Land Office, Commissioner Dawn Buckingham MD**  
**Cell: (512) 712-8435 | [terri.spencer.glo@recovery.texas.gov](mailto:terri.spencer.glo@recovery.texas.gov)**

**Certificate Of Completion**

Envelope Id: 85D36A22274345B199E97000B24D4236  
Subject: \$0 Amendment No. 3: 20-066-036-C242 - Jefferson County (Texas GLO)  
Source Envelope:  
Document Pages: 24  
Certificate Pages: 5  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
Veronica Rodriguez  
1700 Congress Ave  
Austin, TX 78701  
Veronica.Rodriguez@glo.texas.gov  
IP Address: 99.135.182.53

**Record Tracking**

Status: Original  
4/19/2024 8:35:10 AM

Holder: Veronica Rodriguez  
Veronica.Rodriguez@glo.texas.gov

Location: DocuSign

**Signer Events**

Ginger Mills  
ginger.mills@glo.texas.gov  
Director, CDR Legal Services  
Texas General Land Office, Office of General Counsel  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Terri Spencer  
Terri.Spencer.glo@recovery.texas.gov  
Texas General Land Office  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Heather Lagrone  
heather.lagrone.glo@recovery.texas.gov  
Sr Dep director  
Texas General Land Office  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Marc Barenblat  
marc.barenblat@glo.texas.gov  
Deputy General Counsel  
Texas General Land Office  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Signature**



Signature Adoption: Pre-selected Style  
Using IP Address: 71.40.202.14



Signature Adoption: Pre-selected Style  
Using IP Address: 66.25.254.226



Signature Adoption: Pre-selected Style  
Using IP Address: 104.54.227.24  
Signed using mobile



Signature Adoption: Pre-selected Style  
Using IP Address: 104.15.130.4

**Timestamp**

Sent: 4/19/2024 10:23:24 AM  
Viewed: 4/19/2024 1:16:31 PM  
Signed: 4/19/2024 1:17:30 PM

Sent: 4/19/2024 1:17:38 PM  
Viewed: 4/19/2024 1:29:42 PM  
Signed: 4/19/2024 1:29:57 PM

Sent: 4/19/2024 1:30:00 PM  
Viewed: 4/19/2024 1:55:05 PM  
Signed: 4/19/2024 1:55:22 PM

Sent: 4/19/2024 1:55:27 PM  
Viewed: 4/19/2024 3:12:09 PM  
Signed: 4/19/2024 3:13:13 PM

**Signer Events**

Jeff Gordon  
 jeff.gordon@glo.texas.gov  
 General Counsel  
 Texas General Land Office  
 Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Pre-selected Style  
 Using IP Address: 204.65.211.24

**Timestamp**

Sent: 4/19/2024 3:13:17 PM  
 Viewed: 4/19/2024 4:19:18 PM  
 Signed: 4/19/2024 4:19:24 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Jennifer Jones  
 jennifer.jones@glo.texas.gov  
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 75.49.127.64

Sent: 4/19/2024 4:19:26 PM  
 Viewed: 4/20/2024 12:44:19 PM  
 Signed: 4/20/2024 12:44:35 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Jeff Branick  
 jbranick@co.jefferson.tx.us  
 County Judge, Jefferson County  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Sent: 4/20/2024 12:44:39 PM  
 Viewed: 4/23/2024 9:30:55 AM

Mark A. Havens  
 Mark.Havens@GLO.TEXAS.GOV  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

BSO Team  
 bsorequests@recovery.texas.gov  
 Texas General Land Office  
 Security Level: Email, Account Authentication (None)



Sent: 4/19/2024 9:03:41 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Joseph Cardona  
 joseph.cardona@glo.texas.gov  
 Team Lead/Contract Manager  
 Texas General Land Office  
 Security Level: Email, Account Authentication (None)



Sent: 4/19/2024 9:03:41 AM  
 Resent: 4/19/2024 10:23:23 AM

**Carbon Copy Events****Status****Timestamp**

**Electronic Record and Signature Disclosure:**  
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Drafting Requests  
draftingrequests@GLO.TEXAS.GOV  
Texas General Land Office

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Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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Kelly McBride  
kelly.mcbride@glo.texas.gov  
Director of CMD  
Texas General Land Office

**COPIED**

Sent: 4/19/2024 9:03:42 AM

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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Veronica Rodriguez  
veronica.rodriguez@glo.texas.gov  
Contract Manager

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Sent: 4/19/2024 9:03:42 AM

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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Robert Sonnier  
Bob.Sonnier@glo.texas.gov  
Purchaser  
Texas General Land Office

**COPIED**

Sent: 4/19/2024 9:03:42 AM

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Matthew Anderson  
matthew.anderson@glo.texas.gov  
Texas General Land Office

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Sent: 4/19/2024 1:17:38 PM

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Accounting Team  
DR.SystemAccess@glo.texas.gov

**COPIED**

Sent: 4/19/2024 1:17:38 PM

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Esmeralda Sanchez  
Esmeralda.Sanchez.glo@recovery.texas.gov  
Manager

**COPIED**

Sent: 4/19/2024 1:17:39 PM

Texas General Land Office  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



**Carbon Copy Events****Status****Timestamp**

Contracts Change Request  
 srcontractchangereq.glo@recovery.texas.gov

**COPIED**

Sent: 4/19/2024 1:29:59 PM

Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Vivian Ballou  
 vballou@gmjinc.com

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**Carbon Copy Events****Status****Timestamp**

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(None)

**Electronic Record and Signature Disclosure:**  
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**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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4/19/2024 9:03:43 AM

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Security Checked

4/19/2024 10:23:23 AM

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**Payment Events****Status****Timestamps**



ACTION APPROVING AGREEMENT  
WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Tax Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the County Judge of Jefferson County, Texas is authorized to execute this Agreement.

After exercising its due diligence Jefferson County, Texas (County) finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Agreement for Tax Collection Services;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the County a reasonable cost;
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Property Tax Code Sections 6.30, 33.07, 33.08, 33.11, 33.22 and 33.48 and because the County does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
5. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the County in the past, and the County has been well satisfied with the quality and outcome of the legal services provided; and

6. The agreement with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the County and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Jeff Branick, County Judge

4/30/24  
Date

Attest:

 4-30-24



## Renewal Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and Jefferson County, Texas (hereinafter referred to as the "Client") (hereinafter referred to as "Parties" collectively).

### Article I

#### *Nature of Relationship*

**1.01** The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

**1.02** The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

### Article 2

#### *Scope of Services*

**2.01** The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and to any other taxing unit whose taxes are assessed and collected by the Client, and that are subject to this agreement, as hereinafter provided.

**2.02** The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

**2.03** Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On and after February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax pursuant to TEX. TAX CODE §33.42(b);

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE §33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector pursuant to TEX. TAX CODE §33.22;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought;

(e) In the case of tangible personal property, on the 60<sup>th</sup> day after the delinquency date pursuant to TEX. TAX CODE §33.11;

(f) In the case of taxes that become delinquent on or after February 1 of a year but not later than May 1 of that year, on and after July 1 of the year in which the taxes become delinquent pursuant to TEX. TAX CODE §33.07; or

(g) In the case of taxes that become delinquent on or after June 1, on and after the first day of the first month that begins at least 21 days after the date the notice was sent pursuant to TEX. TAX CODE §33.08.

**2.04** The law firm of Linebarger Goggan Blair & Sampson, LLP, as parent company of Appraisal & Collection Technologies, LLC, ("ACT"), a wholly owned subsidiary, has the power to contract on behalf of ACT for all licenses referenced and included in this renewal agreement. Pursuant to the ACT Hosting Service Agreement, which is attached hereto as Exhibit A and is hereby incorporated herein, the Firm agrees to grant to Jefferson County, Texas a non-exclusive, non-assignable license to the ACT System and Jefferson County, Texas accepts such license, subject to the term set out in the ACT Hosting Service Agreement and as may be amended. The terms and restrictions of the ACT Hosting Service Agreement set forth the relative responsibilities of the Firm, ACT and Jefferson County, Texas.

### **Article 3** *Compensation*

**3.01** Client agrees to pay to the Firm, as compensation for the services required herein, as follows:

(a) fifteen (15%) percent of the amount of all 2003 and prior year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected; and

(b) twenty (20%) percent of the amount of all 2004 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

**3.02** The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

### **Article 4** *Intellectual Property Rights*

**4.01** The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with

performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

**4.02** The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

## **Article 5**

### *Costs*

**5.01** The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

**5.02** The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

## **Article 6**

### *Term and Termination*

**6.01** This Agreement shall be effective on May 1, 2024 (the "Effective Date") and shall expire on April 30, 2029 (the "Expiration Date") unless extended as hereinafter provided.

**6.02** Unless prior to 60 days before the Expiration Date the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term (the "Termination Date"), the Parties have the option to renew and extend this Agreement for additional five (5) year terms under the same terms and conditions set forth herein this Agreement.

**6.03** Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period. ("Wrap-Up Period")

**6.04** The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.03 does not constitute any such waiver by the Firm.

**6.05** Upon termination, the Firm shall continue to provide the ACT System and services provided under this Agreement at no cost to Jefferson County, Texas for the period of time allotted under Section 6.03 for the Wrap-Up Period. At the expiration of the Wrap-Up Period, the Firm will continue to provide Jefferson County, Texas the ACT System and services if an agreement with mutually agreed upon terms has been negotiated and entered into between Jefferson County, Texas and ACT.

## **Article 7** *Miscellaneous*

**7.01** *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

**7.02** *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

**7.03** *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

**7.04** *Notice.* Notice given in any manner other than that stated in this Agreement shall be effective only if and when received by the party to be notified. For the purpose



of notice, the addresses to the parties shall be as follows, until changed as provided in this Agreement:

To Client: County Judge  
 Jefferson County Courthouse  
 1149 Pearl Street  
 Beaumont, Texas 77701

To Firm: Norman Nelson, Managing Partner – Houston Region  
 Linebarger Goggan Blair & Sampson, LLP  
 4828 Loop Central Drive, Suite 600  
 Houston, Texas 77081

Each party shall have the right from time to time to change its respective address and each shall have the right to specify as its address any other address.

**7.05 Retention of Files.** The Firm will retain the files created in the course of performing the Services specified in Article 2 above according to the following schedule. After the time periods specified in this Section, Client consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information contained therein.

Tax Warrant Files: Five years from the date of issuance of a warrant.

Litigation Files: Two years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.

Five years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.

Ten years from the date of filing of an abstract of judgment, or five years from the date of satisfaction of the judgment, whichever is earlier.

Bankruptcy Files: Two years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 7 and 13 proceedings.

Three years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

**7.06 Compliance with TEX. GOVT. CODE §2271.002.** In order to comply with TEX. GOVT. CODE §2271.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the agreement.

**7.07 Compliance with TEX. GOVT. CODE §2252.151--154.** In order to comply with TEX. GOVT. CODE §2252.152, the Firm verifies that it is not a company identified

on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

**7.08** *Compliance with TEX. GOVT. CODE §2276.001-.002.* In order to comply with *TEX. GOVT. CODE §2276.002*, the Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of the agreement.

**7.09** *Compliance with TEX. GOVT. CODE §2274.001-.002.* In order to comply with *TEX. GOVT. CODE §2274.002*, the Firm certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the agreement against a firearm entity or firearm trade association.

**7.10** *Venue.* Venue for the consideration and performance of this contract is Jefferson County, Texas.


**In consideration of the terms and compensation herein stated**, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

**JEFFERSON COUNTY, TEXAS**

By:   
Jeff Branick, County Judge

Date: April 30, 2024

**LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**

By:   
Norman J. Nelson, Managing Partner – Houston Region

Date: April 30, 2024

ATTEST:

  
By: 

Date: 4-30-2024

**EXHIBIT "A"****APPRAISAL AND COLLECTION TECHNOLOGIES, L.L.C.****HOSTING SERVICE AGREEMENT**

This Hosting Service Agreement (this "**Agreement**") is incorporated by reference into the Renewal Agreement for Tax Collection Services between Linebarger Goggan Blair & Sampson, LLP ("**Firm**") and Jefferson County ("Customer"). By execution of the Renewal Agreement for Tax Collection Services, the Firm, Appraisal & Collection Technologies ("**ACT**"), and the Customer (each a "**party**" and collectively, the "**Parties**") agree to the terms of this Agreement.

**ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT BEGIN ON THE FOLLOWING PAGE. THIS AGREEMENT MAY CONTAIN SEVERAL ATTACHED SCHEDULES, THE PAGES OF WHICH MAY NOT BE NUMBERED.**

## TABLE OF SCHEDULES

Schedule 1	Fee Schedule
Schedule 2	Service and Support Level Specification Agreement
Schedule 3	Statement of Work



## TERMS AND CONDITIONS

### 1. Services.

1.1. Customer's Rights to Use the Services. ACT grants Customer a limited non-exclusive, non-transferable, worldwide right and license to access and use the Services for the duration of the Term (as defined herein) solely for the purposes of tax assessment and collection by or on behalf of Customer. This right is subject to Customer's payment of all required fees described in Exhibit A (the "**Fee Schedule**") attached hereto and incorporated herein and compliance with all of its obligations under this Agreement. The "**Services**" means the services provided by ACT that are described in Schedule 2 attached hereto and incorporated herein.

1.2. Service Levels. In providing the Services, ACT shall use commercially reasonable efforts to comply in all material respects with any service levels set forth in Schedule 2 ("**Service Levels**"). ACT shall not be responsible for failing to meet a Service Level to the extent the failure is caused by Customer, a third party or a force or cause beyond ACT's reasonable control.

1.3. Rights of ACT. ACT shall be free to provide Services for others on an unrestricted basis. ACT may subcontract any portion of the Services without notice, consent or any other restriction and has sole discretion in its use of subcontractors and consultants, including, but not limited to third party server hosting services.

### 2. Customer Restrictions; Proprietary and other Rights.

2.1. Restrictions. Customer shall not, and shall not permit any third party to: (i) sublicense, resell, lease, transfer or assign to any third party the Services or any associated software owned by ACT ("**ACT Software**") or associated software owned by a third party ("**Third Party Software**"); (ii) duplicate, modify or make derivative works of any ACT Software or Third Party Software; or (iii) reverse engineer, decompile, disassemble, or translate any ACT Software or Third Party Software. Customer has no rights to the source code of the ACT Software or Third Party Software. Customer may not access the Services other than as expressly provided by ACT pursuant to this Agreement. Access to the Services shall be limited by Customer to employees, contractors, consultants, representative or agents of Customer that are authorized by Customer to access and use the Services on Customer's behalf ("**Authorized Users**"). Customer shall be solely responsible for any activities that occur under its account with ACT, including the activities of its Authorized Users.

2.2. Data Rights. Customer grants ACT a royalty-free, non-exclusive, non-transferable, worldwide right and license to access and use in any media the data, information, trademarks and content of Customer ("**Customer Data**") to the extent ACT needs the Customer Data to provide the Services, to configure the format and other technical or display requirements of the Services, and to manipulate and display the Customer Data for processing transactions on behalf of Customer. The Services may be designed to collect transaction, connection and/or performance information for use by ACT ("**Transaction Information**"). All Customer Data and Transaction Information is and shall remain the sole and exclusive property of Customer and shall not be used by ACT for any purpose other than the performance of its obligations and exercise of its rights under this Agreement.

2.3. Privacy Policy. Customer agrees that ACT and its affiliates may use any information Customer provides to ACT, including but not limited to, the Customer Data and Transaction Information for the purposes of this Agreement and in a manner consistent with ACT's then-current Privacy Policy as set forth at [www.acttax.com](http://www.acttax.com) which may be changed by ACT without notice. Customer agrees, however, that ACT is not responsible for any information Customer provides to third parties, and that the privacy policies, if any, of such third parties will govern the use and disclosure of such information.

2.4. Acceptable Use. Customer shall comply, and shall cause its Authorized Users to comply, with the then-current Acceptable Use Policy located at [www.acttax.com](http://www.acttax.com), as it may be modified from time to time, at ACT's sole discretion without notice ("**Use Policy**"). ACT shall notify Customer of any Use Policy violation by Customer and Customer shall cure the violation within one business day of receipt of notice of the violation. If the violation is by an Authorized User and the violation is not cured within this timeframe, Customer shall terminate that user's access to the Service. If Customer fails to terminate the access of any Authorized User that continues to violate the Use Policy, ACT shall have the right to terminate this Agreement. Customer shall comply with all written policies related to the Service that are published or reasonably communicated by ACT and all reasonable written directives provided by ACT with respect to use of the Service that are reasonably designed by ACT to ensure efficient operation of the Service.

2.5. Proprietary Rights of ACT. The Services, the ACT Software, the Third Party Software and any trade secrets, know-how, methodologies and processes, copyrights, trademarks, patents, trade secrets, and any other proprietary and intellectual property rights associated with or inherent in the Services, the ACT Software or the Third Party Software are and shall remain the sole and exclusive property of ACT and its third party licensors and shall not be used by Customer for any purpose other than the performance of its obligations and exercise of its rights under this Agreement.

3. Relationship Management. ACT and Customer shall each designate a representative (a “**Relationship Manager**”) for this Agreement. Each Party shall have the right to change its Relationship Manager or designate an alternate by providing written notice to the other Party.

4. Fees, Payment, Taxes.

4.1. Fees. Customer shall pay ACT the Fees set forth in Schedule 1.

4.2. Payment. Unless this Agreement or a Schedule to this Agreement specifically provides otherwise, Customer shall pay all Fees within thirty (30) days of the date of invoice at the address specified in Schedule 1. Any Fees not paid when due shall accrue interest at a rate equal to the lesser of (i) one and one half percent (1.5%) of the invoiced amount per month or (ii) the maximum rate allowable under applicable law on all unpaid amounts. If Customer fails to pay any Fees on a timely basis, ACT may suspend Customer’s access to the Services until the outstanding payment including any late charges is made in full.

4.3. Expense Reimbursement. Customer will reimburse ACT for all pre-approved out-of-pocket expenses incurred by ACT in rendering the Services, as specified in the applicable Schedule to this Agreement. Such expenses may include, but shall not be limited to, travel and travel related expenses (including transportation, lodging and meals) and costs of any tangible material acquired by ACT for Customer’s benefit.

4.4. Taxes. Customer shall be liable for, and shall reimburse ACT for, all sales, use, transfer, privilege, excise, service, telecommunication, all other taxes and all duties and regulatory fees related to this Agreement, whether foreign, federal, state or local, however designated (including any interest and penalties imposed thereon), other than taxes based on the net income of ACT.

5. Confidentiality.

5.1. Non-Disclosure Obligations. Except as is specifically required or permitted by this Agreement, neither Party shall, without the express prior written consent of the other Party, redistribute, market, publish, disclose or divulge to any other person or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other Party’s Confidential Information during the Term and for three (3) years after any end to the Term; and (ii) any of the other Party’s Trade Secrets at any time during which such information shall constitute a Trade Secret (before or after the end of the Term). The Parties agree that, during the Term and thereafter, each Party will hold Confidential Information and Trade Secrets in a fiduciary capacity for the benefit of the other Party and shall not (a) directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information or Trade Secrets of the other Party to any third party, or (b) utilize Confidential Information or Trade Secrets for any purpose, except as expressly contemplated by this Agreement or authorized in writing by the other Party. Each Party will limit the disclosure of the other Party’s Confidential Information and Trade Secrets to employees, contractors or agents with a need-to-know, shall notify its employees, contractors and agents of their confidentiality obligations with respect to Confidential Information and Trade Secrets and shall require its respective employees, contractors and agents to comply with these obligations. Each Party shall be liable for any breach by any employee, contractor or agent of the confidentiality obligations contained herein.

5.2. Trade Secrets. For purposes of this Agreement the following terms shall have the following meanings: “**Trade Secrets**” shall mean information (including, but not limited to, confidential business information, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers or suppliers) that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Parties stipulate that the Services and the ACT Software and the Third Party Software and all intellectual property rights associated with those items shall constitute Trade Secrets of ACT and its licensors.

5.3. Confidential Information. “**Confidential Information**” shall mean, with respect to a Party, all valuable, proprietary and confidential information belonging to or pertaining to the Party that does not constitute a Trade Secret of the Party and that is not generally known by or available to the Party’s competitors but is generally known only to the Party and those of its employees, contractors, clients or agents to whom such information must be confided for internal business purposes. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient thereof without an obligation to maintain its confidentiality prior to receipt from disclosing Party; (b) is or becomes generally known to the public without violation of this Agreement; or (c) is obtained by the recipient in good faith from a third Party having the right to disclose it without an obligation of confidentiality.

5.4. Required Disclosure. Notwithstanding the foregoing, either Party may disclose Confidential Information or Trade Secrets of the other Party in judicial or other government proceedings to the extent that the Party is legally compelled to do so, provided that the Party has notified the other Party in writing at least ten (10) days prior to disclosure and shall have used its best efforts to obtain, and shall have afforded the other Party a reasonable opportunity to obtain, an appropriate protective or similar order providing for the confidential treatment of the Confidential Information or Trade Secrets required to be disclosed.

5.5. Injunctive Relief. Each Party acknowledges that any unauthorized disclosure or use of the other Party’s Trade Secrets or Confidential Information would be likely to injure the other Party irreparably. Each Party acknowledges that its misuse or unauthorized disclosure of the other Party’s Confidential Information or Trade Secrets shall entitle the other Party to injunctive or other equitable relief.

## 6. Representations and Warranties.

6.1. ACT Representations and Warranties. ACT represents and warrants to Customer that: (i) it will provide the Services in a manner consistent with reasonably applicable general industry standards; (ii) in providing the Services, it shall comply with all applicable Federal, state and local laws and regulations (“**Laws**”) and shall obtain all required permits and licenses; and (iii) will update the ACT Software and the Service as necessary to comply with changes mandated by legislative changes to the State of Texas Property Tax Code and administrative directives issued by the Property Tax Division of the Comptroller’s Office for the State of Texas.

6.2. Customer Representations and Warranties. Customer represents and warrants to ACT that: (i) the Customer Data does not and shall not infringe on or violate any third party’s intellectual property or other proprietary rights; (ii) Customer owns the Customer Data or otherwise has the right to place the Customer Data on the ACT’s infrastructure in connection with the Services and to view and access the Customer Data through the Services; (iii) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained by it in order for it to enter into and perform its obligations under this Agreement; and (iv) in connection with its use of the Services, it shall comply with all Laws and shall obtain all applicable permits and licenses.

6.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ACT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT. ACT DOES NOT WARRANT THAT: (a) THE SERVICES AND ANY RELATED SOFTWARE WILL OPERATE UNINTERRUPTED; (b) SERVICE OR SOFTWARE ERRORS CAN BE CORRECTED; OR (c) THE APPLICATIONS CONTAINED IN THE SERVICES OR SOFTWARE ARE DESIGNED TO MEET ALL OF CUSTOMER’S BUSINESS REQUIREMENTS.

6.4. Internet Delays. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ACT IS NOT RESPONSIBLE FOR, AND CUSTOMER RELEASES ACT FROM, ANY DELAYS, DELIVERY FAILURES OR DAMAGES RESULTING FROM SUCH PROBLEMS.

## 7. Indemnification.

7.1. ACT Indemnity. Subject to Section 8, ACT shall indemnify and hold harmless Customer and any affiliated entities and their respective officers, directors, partners, employees, shareholders and agents against any damages awarded against the Customer by a court of competent jurisdiction in connection with a final judgment or ruling that the Customers use of, or access to, the Services infringes a United States patent, copyright or trademark of the third party that is registered as of the date ACT provides Customer with the Services, provided, that: (a) Customer gives ACT prompt notification in writing of any such infringement claim specifying in reasonable detail the

nature and all material aspects of the claim and reasonable assistance, at ACT's expense, in the defense of such infringement claim; and (b) ACT has the sole authority to defend or settle such infringement claim.

7.2. Indemnification Limitations. ACT shall have no obligation for any infringement claim arising out of or relating to: (a) use of the Services other than in accordance with the terms of this Agreement; (b) any Third-Party Software associated with the Service; or (c) use of the Services in combination with any other hardware, software or other materials where absent such combination, the Services would not be the subject of the infringement claim.

7.3. Effect of Infringement Claim. If an infringement claim is asserted or, in ACT's reasonable belief, is likely to be asserted, (a) ACT may require Customer to discontinue use of the Services immediately and Customer shall comply with such requirement; and (b) ACT will, at its sole option, either (i) procure for Customer the right to use and exercise its rights with respect to the Services as provided in this Agreement; (ii) replace the Services with other non-infringing services or modify the Services to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in clauses (b)(i) and (b)(ii) are not commercially feasible, as determined by ACT in its sole discretion, terminate this Agreement, in whole or in part, and pay to Licensee any prepaid Fees paid by Licensee for the infringing Services that are not provided due to the early termination.

7.4. Exclusive Remedy. THE PROVISIONS OF THIS SECTION STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF ACT AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY WITH RESPECT TO, ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.

8. Limitation of Liability. EXCEPT FOR DAMAGES RESULTING FROM BREACHES OF SECTION 5, ACT SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUE, OR COMPUTER FAILURE. ACT SHALL NOT BE LIABLE TO CUSTOMER FOR; (I) LOST DATA; OR (II) FAILURE TO REALIZE EXPECTED SAVINGS RESULTING FROM THE USE OF THE SERVICES, EVEN IF ACT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. IN ANY CASE, ACT'S ENTIRE AGGREGATE LIABILITY UNDER ANY PROVISION OF THIS HOSTING AGREEMENT SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY CUSTOMER TO ACT UNDER THE TERMS OF THE HOSTING AGREEMENT SCHEDULE 1 DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THIS SECTION SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

9. Dispute Resolution.

9.1. Injunctive Relief. A material breach of Sections 2.1, 2.4 or 2.5 by Customer would irreparably harm ACT and, accordingly, Customer agrees that in the event of such a breach ACT shall be entitled to apply to a court of appropriate jurisdiction for injunctive relief, specific performance and/or, as the case may be, other interim measures, without the posting of any bond, to prevent or stop harm, including, but not limited to, harm relating to, trademarks, copyrights, patent rights, know-how, trade secrets or other intellectual property rights. These rights to injunctive relief are in addition to those rights specified in Section 5.5.

9.2. Arbitration. Except with respect to equitable remedies and disputes related to the sections identified in Section 9.1, the Parties agree that any dispute, claim or controversy relating in any way to this Agreement shall be fully and finally settled by binding arbitration in Austin, Texas in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, as modified herein. The arbitration panel shall include only persons with experience in information technology or computer software licensing or implementation matters. Each Party shall choose one arbitrator, and the two arbitrators so selected shall choose the third arbitrator. Determinations of the arbitrators will be final and binding upon the Parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The existence, subject, evidence, proceedings, and ruling resulting from the arbitration proceedings shall be deemed Confidential Information, and shall not be disclosed by any Party, their representatives, or the arbitrators except as ordered by any court of competent jurisdiction or as required to comply with any applicable governmental statute or regulation. The arbitrators shall apply the governing law of this Agreement (without giving effect to its conflict of law principles) to all aspects of the dispute, including but not limited to the interpretation and validity of this Agreement, the rights and obligations of the Parties, the mode of performance and the remedies and consequences of the breach of the Agreement.

## 10. Term and Termination.

10.1. Term. The “**Term**” shall be the duration of ACT’s obligation to provide Services to Customer. The Term shall run concurrent with the Term of the Renewal Agreement for Tax Collection Services between the Firm and the Customer.

10.2. Reserved.

10.3. Termination.

10.3.1 Termination by ACT. In addition to any other rights ACT may have under this Agreement or law, ACT may, at ACT’s option, terminate this Agreement as follows: (i) upon Customer’s failure to pay any Fees or other amounts it owes ACT under this Agreement; (ii) upon Customer’s material breach of any of its other obligations, representations or warranties under this Agreement where the breach is not cured within thirty (30) business days after written notice of the breach is provided to Customer by ACT (provided, that if ACT determines in good faith that a breach by Customer is incurable, then the termination of the Term shall be effective immediately upon notice without a cure period); or (iii) immediately upon Customer’s ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) calendar days or making an assignment for the benefit of its creditors.

10.3.2 Termination by Customer Customer may, at Customer’s option, terminate this Agreement as follows: (i) for convenience during the Initial Term of the Agreement upon ninety (90) days written notice; (ii) upon ACT’s material breach of any of its other obligations, representations or warranties under this Agreement, where the breach is not cured within thirty (30) business days after written notice of the breach is provided to ACT by Customer; and (iii) immediately upon ACT ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) calendar days or making an assignment for the benefit of its creditors.

10.3.3 Migration Period. Subject to Section 10.3.4, upon the termination or expiration of the Term (other than for violation by Customer of Section 2.1, 2.4, 2.5 or 5.), Customer shall have the right, upon providing written notice to ACT, to receive Services from ACT for up to six (6) months after the termination date (the “**Migration Period**”).

10.3.4 Effect of Termination; Customer Data. Upon the expiration or termination of the Term and after receipt of all amounts due from Customer, ACT shall return to Customer all Customer Data provided that ACT may retain any Customer Data necessary for it to continue to perform under this Agreement pursuant to any Migration Period obligations, which Customer Data will be returned to Customer at the end of the Migration Period. In addition to returning all Customer Data, ACT shall destroy any copies and shall permanently delete and destroy all electronic versions of all Customer Data, and shall ensure that if any Customer Data has been provided to a third party, such third party shall similarly destroy any copies and shall permanently delete and destroy all electronic versions of all Customer Data.

10.3.5 Effective of Termination; Fees. Upon the expiration or termination of the Term, Customer shall (i) pay ACT all amounts then due and owing to ACT, and (ii) return to ACT all proprietary materials of ACT received under this Agreement. Upon termination or expiration of the Term for any reason, in addition to other amounts payable to ACT, Customer shall pay to ACT (i) all costs associated with ACT’s provision of Services during any Migration Period, and (ii) any termination fee that may be payable under the applicable Schedule to this Agreement.

10.4. Survival. Termination or expiration of the Term does not terminate other provisions of this Agreement that by their terms do not expire on termination or expiration of the Term.

## 11. Miscellaneous.

11.1. Entire Agreement. This Agreement and the Schedules referencing this Agreement attached hereto and incorporated herein constitute the entire agreement between Customer and ACT with respect to the subject matter of the Agreement and supercede all prior oral negotiations and prior written agreements with respect to these matters.



11.2. Independent Contractors. Nothing in this Agreement or in the course of dealing between ACT and Customer shall be deemed to create between ACT and Customer (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship or any other relationship other than an independent contractor relationship.

11.3. Use of Customer Name. ACT shall have the right to identify Customer as a customer of ACT as part of ACT's marketing efforts, including customer lists and naming Customer in press releases.

11.4. Audit Rights. ACT shall have the right during customary business hours, upon reasonable written notice and at ACT's expense, to examine Customer's books and records and use of the Services in order to audit Customer's compliance with this Agreement.

11.5. Waiver; Non-Waiver; Amendment. Failure by either Party to enforce any of the provisions of this Agreement or any rights with respect to it or the failure to exercise any option provided under this Agreement shall in no way be considered to be a waiver of that provision, right or option, or in any way affect the validity of this Agreement. No waiver of any rights under this Agreement, nor any modification or amendment of this Agreement, shall be effective or enforceable, unless it is in writing and signed by each Party.

11.6. Force Majeure. Neither Party to this Agreement, other than for payments due and payable, will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, labor disruption, strikes, lockouts, riots, acts of war, terrorist threat, epidemics, communication line failures, power failures or government action.

11.7. Governing Law. This Agreement shall be governed by the laws of the State of Texas without giving effect to any choice of law principles. The Parties hereby acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

11.8. Assignment. Except as provided in this Agreement, Customer may not assign or transfer any of its rights, duties or obligations under this Agreement (whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise) without the prior written consent of ACT and any assignment not in compliance with this Section shall be deemed void. ACT in its sole discretion may assign or transfer any of its rights, duties or obligations under this Agreement.

11.9. Notice. All notices or other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) five (5) calendar days after being deposited in the United States Mail, postage pre-paid, or (c) two (2) calendar days after being deposited for delivery with a nationally recognized overnight delivery service, such as Federal Express, (with written confirmation of receipt) and addressed or sent, as the case may be, to the appropriate addresses set forth on the first page of this Agreement (or to such other addresses as a Party may designate by notice to the other Party). All notices to ACT shall be addressed to the attention of the President with a copy delivered to Linebarger Goggan Blair & Sampson, L.L.P. (the "Firm"), to the attention of the Chief Operating Officer, at P.O. Box 17428, Austin, Texas 78760-7428 (or such other address as ACT or the Firm may designate by notice to the other Party).

11.10. Severability. If any provision of this Agreement is held invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid or eliminated from this Agreement, as the situation may require, and this Agreement shall be enforced and construed as if the provision had been included in this Agreement as modified in scope or applicability or not been included, as the case may be.

11.11. No Third Party Beneficiaries. This Agreement inures to the benefit of ACT and Customer only and no third party shall enjoy the benefits of this Agreement or shall have any rights under it except as is expressly provided in this Agreement.

11.12. Headings. The headings preceding the text of the paragraphs of this Agreement have been inserted solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, interpretation or effect.

11.13. Interpretation; Order of Precedence. In the event of any discrepancy or conflict between the terms of the Agreement and the terms of any Schedule, the terms of this Agreement shall control. This Agreement and any Schedule hereto shall prevail over any additional, conflicting, or inconsistent terms or conditions which may appear on any purchase order or other document issued by Customer.

11.14. Export Controls. Customer agrees to comply fully with all relevant export laws and regulations of the United States including but not limited to the U.S. Export Administration Regulations (collectively, "**U.S. Export Controls**").

11.15. Compliance with Tx. Govt. Code §2252.151-.154. In order to comply with Tx. Govt. Code §2252.152, ACT verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

11.16. Compliance with Tx. Govt. Code 2271.002. In order to comply with Tx. Govt. Code 2271.002, ACT verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

11.17. Compliance with Tx. Govt. Code 2274.002, added by Acts 2021, 87th Leg., R.S., Ch. 529 (S.B. 13). In order to comply with Tx. Govt. Code 2274.002, ACT hereby certifies that it does not boycott energy companies and will not boycott energy companies during the term of the agreement.

11.18. Compliance with Tx. Govt. Code 2274.002, added by Acts 2021, 87th Leg., R.S., Ch. 529 (S.B. 19). In order to comply with Tx. Govt. Code 2274.002, ACT certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that it will not discriminate during the term of the contract against a firearm entity or firearm trade association.

11.19. Compliance with Tx. Govt. Code 2273.001-.005. ACT hereby certifies that it is not an "abortion provider," nor is it an "affiliate" of abortion provider.

## SCHEDULE 1

### Fee Schedule

The Annual Service Fee for each year during the term of this Hosting Service Agreement is \$281,400.00 ("Annual Service Fee"). The Annual Service Fee includes other modules in addition to the ACT Tax Collection System (TCS) software. Those modules available at no additional cost include TaxLedge (entity remittance software), Permits (TABC beer and liquor fees), Special Inventory Tracking (SIT), and Hotel Occupancy Tax (HOT).

#### Renewal Agreement for Tax Collection Services; Suspension of Annual Service Fee:

Notwithstanding the provisions of this Schedule 1, the Annual Service Fee shall be suspended and shall not be due and payable by Customer so long as the Renewal Agreement for Tax Collection Services remains in full force and effect. However, in the event the Renewal Agreement for Tax Collection Services is terminated for any reason whatsoever, Customer may receive the ACT Services for up to six (6) months from date of such termination. Moreover, during the term of the Renewal Agreement for Tax Collections Services in the event that any taxing jurisdiction for which taxes are collected by the Customer elects to use the tax collection services of a firm other than LGBS, then a portion of the suspended Annual Service Fee shall be reinstated and payable for each taxing jurisdiction not represented by the LGBS as follows:

- 1). an annual processing fee of \$.35 per tax account;
- 2). an annual \$2,500.00 Interface Accommodation fee to develop and maintain legal details in the ACT software from any law firm other than LGBS; and
- 3.) a conversion fee, if applicable, at a rate to be negotiated between Customer and ACT for the conversion of any taxing units not presently administered or collected by the Customer, with a minimum conversion fee of \$2,500.

Thereafter, the rates set forth above will not increase at a rate greater than five percent (5%) per year.

#### Payment Schedule

Payment of any amounts due will be made in equal monthly installments. Payment will be due on the 15th of each month in advance and sent to:

User requested system alterations:

All requests by Customer for modifications, enhancements or other changes to the ACT System (as defined in the Service and Support Level Specification Agreement attached to the Agreement as Schedule 2 (the "SSLSA")) shall be evaluated by ACT and processed in accordance with the Change Control Procedures set forth at Schedule C of the SSLSA. If the Customer request is approved in accordance with such Change Control Procedures, ACT will determine if the request is billable. If ACT has determined that a request is billable, ACT will notify Customer in advance, in writing, of the determination of cost and the amount. Customer acknowledges that any request determined to be billable will be charged at the following rates:

<u>Rate Classification</u>	<u>Hourly Rate</u>
Principal	\$195.00
Project Manager	\$150.00

Senior Analyst	\$115.00
Developer	\$ 95.00
Quality Assurance / Trainer	\$ 75.00
Mileage	IRS standard rate
Airfare	Actual Airfare
Per Diem	Actual Charges

SCHEDULE 2

## Service and Support Level Specification Agreement

(attached)

## SCHEDULE 3

## STATEMENT OF WORK

ACT shall purchase and cause to be delivered to the Jefferson County Tax Office or any other location in Beaumont, Texas specified by the Customer.

Area	Quantity	Item	Quote	Price	Total
Software	46	2021 MS Office - Standard	SHI: 24460334	\$237.00	\$10,902.00
	7	2021 MS Office - Professional	SHI: 24460334	\$403.00	\$2,821.00
		Tax			\$1,132.15
		Total - Software			\$14,855.15
		<b>Total Quote for Software</b>			<b>\$14,855.15</b>
Area	Quantity	Item	Quote	Price	Total
Hardware - CPU	52	Dell OptiPlex (Plus 7010 w/16 GB Memory and 5 yr warranty)	Dell 3000171821403.1	\$1,249.00	\$64,948.00
		Tax			\$5,440.72
		Total - CPU			\$70,388.72
Hardware - Monitors	11	Dell P Series Monitor 27 in (5 yr warranty) P2722H	Dell 3000171831101	\$226.19	\$2,488.09
	5	Dell P Series Monitor 24 in (5 yr warranty) P2422H	Dell 3000171831101	\$187.19	\$935.95
Hardware - Soundbars	10	Dell Slim Conferencing Soundbar	Dell 3000171831101	\$64.74	\$647.40
		Tax			\$335.88
		Total - Monitors & Soundbars			\$4,407.32
		<b>Total Quote for Hardware</b>			<b>\$74,796.04</b>
Area	Quantity	Item	Quote	Price	Total
Printers	21	HP LaserJet Pro M501dn - 5 yr warranty	SHI 24441674	\$969.48	\$20,359.08
		Tax			\$1,747.90
		Total Printers			\$22,106.98

Total Quote for Printers	\$22,106.98
TOTAL SALES TAX	\$8,656.65
TOTAL SHIPPING	\$1,827.54
TOTAL	\$113,585.71

*Return TO:*

LAURIE LEISTER  
1085 PEARL  
BEAUMONT, TX 77701

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



Roxanne Acosta-Hellberg, County Clerk  
Jefferson County, Texas

May 14, 2024 04:36:53 PM

FEE: \$0.00

2024012970

B-1

Schedule 2

Appraisal & Collection  
Technologies  
(ACT)

Service & Support  
Level Specification  
Agreement

Jefferson County  
Tax Office  
Beaumont, Texas

Exhibit B  
Service and Support Level Specification Agreement  
County Tax Office

## 1. INTRODUCTION

### 1.1. Purpose and Objectives

This Service and Support Level Specification Agreement is made pursuant to the “Hosting Service Agreement” between Appraisal and Collection Technologies (ACT) and Jefferson County Tax Office (JCTO), the Client.

The purpose of the Service Level Agreement is to identify current and projected levels and qualifications of support staff, hardware and software components, systems support service levels including the roles, responsibilities and response times between ACT and JCTO for change management, version control, security, problem source identification and resolution, back-up/recovery and disaster recovery, help-desk, user training, system enhancement development, system configuration and operations and upgrades.

### 1.2. Definitions

“ACT” means Appraisal and Collection Technologies LLC, a wholly owned entity of Linebarger Goggan Blair & Sampson, LLP. All references to ACT herein include ACT personnel and ACT management.

“ACT System” or “System” means the Appraisal and Collection Technologies Tax Collection System, developed by ACT for use by a current tax office (software and hardware) including all upgrades and modifications. The ACT System Service Components are listed in Section L.

“ACT System Source Code” means the programs and database objects that make up the ACT System.

“ACTEVAL” means that particular portion of the ACT System where JCTO testing data resides and is manipulated

“ACTPROD” means that particular portion of the ACT System where the JCTO live data resides and is manipulated.



“ACT User Manual” means a set of instructions designed to teach persons to use the ACT System and as used herein refers to those instructions embedded within the ACT System contained help functionality.

“CAD” means the County Appraisal District.

“Change Control Procedures” means the process to be followed when software or hardware changes are required to the ACT System.

“Client Manager” means the ACT resource responsible for managing the relationship between the client and ACT.

“Client Preferences” means those settings within the ACT System which can be managed by JCTO and serve to alter the ACT System’s behavior.

“Data Fix” means the insertion or correction of data directly in the Primary System via specialized tools. A Data Fix bypasses all ACT System controls, audits, and edits.

“Entitlements” means security settings within the ACT System that serve to enable a user to perform specific operations.

“Global Code Preferences” means those settings which are configurable within the ACT System, but are intended to be managed by ACT and not JCTO.

“Hardware” means any and all computer components installed by ACT at JCTO facilities to operate the System.

“Help Desk Services” mean the specified support services provided by ACT to JCTO to facilitate understanding in operating and executing the delivered Services.

“Hosting Service Agreement” means the Agreement executed between JCTO and ACT that provides the license for the ACT System to JCTO, to which the Service and Support Level Specification is Exhibit B.

“Metrics” means the numeric criteria against which performance under this Agreement are to be measured.

“Normal Business Hours” means 7:00 AM to 6:30 PM CST Monday through Thursday and 7:00 AM to 6:00 PM CST Friday, except published holidays.

“Object Fix” means computer code changes to the ACT System Source Code designed to create or alter the ACT System functionality.

“Peak Business Periods” means end of tax year processing periods, end of fiscal year processing periods, month end close processing periods, certified tax billing processing periods and any other time designated as critical by JCTO.

“Primary System” means the ACTPROD portion of the ACT System.

“PRC” means the internal ACT Problem, Request and Control system utilized to manage the software development life cycle. All Software Problems and Software Change Requests are entered into this system for resolution control.

“Problem Escalation” means the procedure for alerting and notifying increasingly senior members of ACT of the non-resolution of problems.

“Problem Management” means the procedures for providing support and problem resolution services to JCTO.

“Problem Priority” means the method used to define the urgency of a reported issue or change.

“Services” mean the work that ACT performs for JCTO.

“Service Availability” means the times and periods that ACT will make their Services available to JCTO.

“Service Component” means a divisible and identifiable part of the overall Services to be delivered.

“Service review meetings” mean meetings that are held between ACT and JCTO specifically to discuss issues arising from the delivery of the Services including the performance of the Service delivery.

“Software Change Request” means new system design to support business requirements not currently supported by ACT System functionality.

“Software Problem” means existing ACT System functionality not working as it was originally intended to function as documented in the ACT User Manual.

“Standby System” means the copy of ACTPROD that is replicated at the ACT Disaster Recovery Site.

“System Availability” means the ability of JCTO to process transactions and access data.

“Test System” means an environment where user testing can occur without impact to the Primary System. The main component of the Test System is ACTEVAL.

## **2. SCOPE OF WORK**

### **2.1. Services**

Services to be delivered under this Agreement are set forth in Schedule A.

### **2.2. Services Availability**

The availability, operational reliability, and response times of the Services to be delivered and disaster recovery procedures are set forth in Schedule B.

### **2.3. Changes to Services**

Change Control Procedures are described in Schedule C.

## **3. PERFORMANCE, TRACKING AND REPORTING**

### **3.1. Key Personnel Changes**

ACT will notify JCTO within (3) days of changes to any ACT Resources that could potentially affect the delivery of Services to JCTO.

### **3.2. Services Availability Monitoring**

The methodology to be used to monitor Services Availability is set forth in Schedule D.

### **3.3. Services Level Reporting**

The content and schedule of Services Level reports are set forth in Schedule E.

### **3.4. Services Review Meetings**

Services review meetings to discuss such items as Services performance levels, Software Problems, proposed Software Change Requests and administrative issues will be held on an as-needed basis with ACT at JCTO.

## **4. PROBLEM MANAGEMENT**

### **4.1. Help Desk Services**

Schedule F provides information on ACT's Help Desk Services and support procedures.

#### 4.2. Problem Escalation & Priority Resolution

Schedule G details the Problem Escalation procedure. Schedule H details Software Problem definitions and resolution time frames. Schedule J contains a sample of ACT's Software Problem resolution request form.

#### 4.3. Data Backup & Retention

Schedule I details ACT's System backup and retention policy for JCTO data.

#### 4.4. Contact Information

Schedule K contains ACT production support contact information.

#### 4.5. ACT System Service Components

Schedule L itemizes the ACT System Service Components.

### 5. JCTO DUTIES AND RESPONSIBILITIES

5.1. JCTO will ensure that ACT has timely access to appropriate JCTO personnel and will arrange for ACT to have suitable and safe access to the JCTO facilities and systems.

5.2. JCTO will ensure that ACT has timely access to any areas where ACT equipment (including peripheral hardware or connections) is housed to ensure agreed upon levels of service.

### 6. SCHEDULES

SCHEDULE A	Services
SCHEDULE B	Services Availability
SCHEDULE C	Change Control Procedure
SCHEDULE D	Services Monitoring and Performance Measurement
SCHEDULE E	Service Level Reporting
SCHEDULE F	Support and Help Desk Services
SCHEDULE G	Problem Escalation
SCHEDULE H	Software Problem Priority Resolution Matrix

SCHEDULE I	System Backup
SCHEDULE J	Problem Report and Correction Form
SCHEDULE K	ACT Production Support Contact Information
SCHEDULE L	ACT System Service Components

## 7. SCHEDULE A SERVICES

Schedule A provides a detailed list of the Services that are to be delivered to JCTO and identifies JCTO's responsibilities to receive these Services.

JCTO owns and shall maintain exclusive control of all of its records stored in the ACT System including data imported from external sources. ACT has no rights to JCTO data but may gain access by complying with established Open Record Request procedures directed to the JCTO Public Information Officer. ACT may utilize the JCTO data stored within the ACT system as necessary to perform the services.

JCTO will provide access to necessary resources and information in a timely manner to support ACT in delivering these Services.

### 7.1. ACT Responsibilities

ACT shall provide technical and analytical support for processing and reporting performed in any ACT System Service Component installed at JCTO during the term of the Contract.

Current Business Areas include:

- a) Assessment & Freeze Processing
- b) Current and Delinquent Billing
- c) Electronic Batch & Online Payments
- d) Special Transaction Processing (such as reversals, returned items, agricultural-rollbacks, pro-rations & transfers)
- e) Batch & Online Receipting
- f) Refund Processing & Check Generation
- g) Collection & Monthly Reporting
- h) Jurisdictional Disbursement Processing
- i) Litigation Status Management
- j) Certified Tax Year and Annual Fiscal Rollover
- k) Hotel and Dealer Sales Filings
- l) In-bound and Outbound Data Exchange
- m) Master Data & Client Preference Maintenance
- n) User Security Management
- o) And any other processes or functions performed in ACT not itemized above

## 7.2. ACT Supplied Hardware and Third Party Software

- (a) ACT will be responsible for maintaining all Oracle components including product upgrades.
- (b) ACT will manage, acquire and administer all licenses and maintenance agreements related to the Oracle software toolset and ACT related hardware.
- (c) ACT will maintain the current level of hardware infrastructure and backup equipment to minimize downtime to JCTO.
- (d) ACT will maintain hardware infrastructure for that hardware provided by ACT and the broadband connection between the hardware and the ACT facilities. JCTO will be responsible for the maintenance of all other hardware owned by JCTO and peripheral devices used by the ACT System throughout JCTO operations. The management and maintenance of the JCTO network and servers will be the responsibility of JCTO.
- (e) A SOC 1, Type II examination will be performed by an independent consulting firm annually.

## 7.3. ACT Help Desk

ACT shall maintain and manage a Help Desk to support users at JCTO.

## 7.4. Consolidation of New Jurisdictions

ACT will provide the necessary software and hardware (System) modifications to support the collection of ad valorem taxes for new jurisdictions consolidating into the JCTO. ACT will perform data conversion activities in conjunction with JCTO resources. ACT agrees to perform all necessary data conversion at a cost not to exceed the amount reflected in the Hosting Service Agreement (Schedule 1 - Fee Schedule).

ACT may bill additional annual charges for a new jurisdiction, which uses or whose tax collection attorneys use a delinquent tax software system that does not presently interface with the ACT System, at a cost not to exceed the amount reflected in the Hosting Service Agreement (Schedule 1 - Fee Schedule).

## 7.5. System Modifications

JCTO will make any request for System modifications in writing with sufficient specificity to identify the exact change being requested and the reason the change is necessary or desirable. JCTO shall complete the ACT supplied template (see Schedule J) as well as other documents to complete the specification for the enhancement.

As requested by JCTO, ACT shall work with JCTO to implement other ACT System Service Components offered by ACT not currently installed at JCTO.

ACT will maintain core development of application fixes and enhancements to the ACT System Source Code.

Reports used across clients developed within the ACT System will remain the responsibility of ACT.

JCTO will develop and maintain user requested reports using an ad hoc reporting tool provided and licensed by ACT. ACT will be available to aid in this effort as needed. However, joint JCTO and ACT report development using an ad hoc reporting tool will be mutually agreed upon in advance by both parties.

ACT System Object Fix(es) will follow the procedures outlined in Schedule C.

#### 7.6. System Configuration Management

ACT shall maintain distribution rules, rates and commissions for TaxLedge as follows: JCTO will deliver to ACT complete data for all changes in writing. These changes will then be inserted into the ACT System by ACT and approved by JCTO before production usage.

ACT shall manage Global Code Preferences used throughout the ACT System.

JCTO will maintain the JCTO client Preferences code set. ACT shall support JCTO in this activity as requested by JCTO.

ACT will provide support to aid JCTO in performing business requirements analysis and assisting in the specifications documentation of Software Change Requests.

ACT shall manage on-line system change request documentation. JCTO approved requested updates shall be provided to ACT in writing (See Section J). While ACT cannot guarantee incorporation of all requested changes into the ACT System, each written request will be addressed in writing within a timely manner. (See Section H for response time.)

#### 7.7. Security Administration

ACT shall add and maintain any JCTO required security roles based on specifications supplied by JCTO for the ACT System.

JCTO shall setup and maintain User IDs for the ACT System. JCTO, or ACT upon direction from JCTO, shall assign users to roles.

JCTO shall assign Entitlements to users for the ACT System.

As ACT enhances front-end security functionality to allow for JCTO personnel to assume more security related responsibilities, JCTO shall assume these responsibilities, with ACT training and / or assistance as needed.

#### 7.8. Training

ACT shall provide continuing product training as requested by JCTO. ACT System training will be performed via Webinar. To ensure effective training, coordination of dates and class size will be agreed upon in advance by ACT and JCTO. For any training to be provided on-site, JCTO will provide facilities and required equipment to support the training.

Unless otherwise agreed between the parties, third party vendor training for JCTO is the responsibility of JCTO.

### **8. Schedule B SERVICES AVAILABILITY**

Schedule B provides a list of the times and periods when the ACT System will be available to JCTO.

Access to the ACT System should be available at all times except when essential maintenance to hardware or software is required. If it becomes necessary to interrupt service during Normal Business Hours, prior notification to and approval from JCTO is required unless the situation is critical in nature and could cause more damage if not handled immediately. As much as possible, interruptions will be scheduled to minimize any impact on users.

#### 8.1. System Availability

ACT commits to 99% ACT System Availability during Normal Business Hours. ACT shall also provide this level of System Availability during Peak Business Periods. Upon request, ACT shall provide monthly reports summarizing System Availability and downtime using ACT provided system utilities. ACT will notify JCTO of any unscheduled outage and resolve the issue as quickly as possible.

#### 8.2. ACT Personnel Availability

JCTO will provide ACT reasonable notice when ACT support is required outside Normal Business Hours. ACT will provide support as required under these situations.

#### 8.3. Scheduled System Downtime

Scheduled downtime will be conducted outside Normal Business Hours and Peak Business Periods.



Scheduled downtime will occur on a weekly basis on Mondays from 5:00 AM – 5:30 AM CST. This scheduled downtime is required to conduct a weekly cold backup.

Planned downtime outside the Scheduled System Downtime may be necessary. ACT shall provide ten (10) days advance written notice to JCTO, unless the maintenance is deemed critical to system stability.

If JCTO requires System Availability during ACT Scheduled System Downtime, JCTO shall provide ACT with eight (8) days advance written notice. ACT shall strive to fulfill these requests.

#### 8.4. Unplanned System Downtime

Upon identification or notification by JCTO of an unscheduled event that reduces System Availability, ACT shall begin problem source identification and troubleshooting the problem within a 15-minute timeframe. ACT shall use all means at its disposal to keep JCTO updated as to the status of the problem and the estimated time of the return of System Availability.

#### 8.5. Back-Up Procedures

Backup procedures are performed as defined in Schedule I.

#### 8.6. Disaster Recovery / Hardware Failure

**Physical Redundancy:** JCTO's Primary System is replicated at the ACT Disaster Recovery Site (Standby System).

**Power Redundancy:** JCTO is responsible for providing power to the JCTO facilities and all equipment housed within it. The ACT Primary System is housed in a facility in San Antonio, Texas. This facility is equipped with a stand-by generator with sufficient capacity to continue to operate in the event of a power grid outage.

A fail-over to the Standby System will be initiated and managed by ACT. ACT will work to re-route JCTO to the Standby System. JCTO will provide technical assistance as needed.

Once the defect is cured on the Primary System, ACT will have 5 business days to restore Services on the Primary System by reloading its data from the Standby System

#### 8.7. Disaster Types

**Level 1 Disasters** are defined as having low data impact, possibly high operations impact, but no continuity issues. These disasters do not put data that is on the database at risk. Level 1 disasters include:

**Failure of the Router:** ACT will troubleshoot and if it is determined that a new

router is necessary, one of ACT's backup routers will be dispatched with an appropriately trained technician to install the new equipment.

**Level 2 Disasters** are defined as having medium to high data impact, possibly high operations impact, and potential continuity issues. ACT will focus to minimize data loss. Level 2 disasters include:

Failure of the main JCTO Primary System: Should a failure of the Primary System occur, the un-posted Data Guard logs would be posted to the Standby System that would become the Primary System. JCTO would begin to receive Services from the Standby System.

Failure of an application server: There are multiple application server instances that facilitate JCTO access to the Primary System. If one instance fails, the user would be required to restart the application which would redirect the user to the other application server instance.

**Level 3 Disasters** are defined as having high data impact, high operations impact and business continuity issues. Level 3 Disasters include: Major damage/loss of building and infrastructure, chemical or biological incident that makes the building inhospitable to employees, and a meteorological event that makes access to the building impossible for employees.

Whenever JCTO cannot obtain Services from the Primary System and ACT determines that continued attempts to cure the cause of the Service interruption is not timely, ACT will utilize the Standby System to continue Services to JCTO.

## 9. SCHEDULE C CHANGE CONTROL PROCEDURES

Schedule C provides information on the change control procedures to be followed for Software Problem or JCTO requested changes to the ACT System.

### 9.1. Software Design Change Requests

JCTO Software Change Requests shall be delivered to ACT in writing for consideration. (See Section J)

JCTO shall provide a written specification identifying details of the requested change and reason for the change. JCTO shall make key personnel available to discuss the requested change.

ACT shall evaluate the Software Change Request and perform a cost benefit impact analysis considering the JCTO requirements as well as the impact on other ACT clients. ACT may share Software Change Request information with other clients.

If impact analysis yields a potential conflict with other clients, ACT will work with JCTO (and all clients) to resolve in a mutually beneficial manner.

After JCTO and ACT approve a Software Change Request, a target availability date will be scheduled that is agreed upon by parties and takes into consideration development and internal test timeframes.

After ACT develops and internally tests an Object Fix as necessary to meet the objectives of the Software Change Request, ACT will migrate the Object Fix(es) to the Test System on a regular basis, unless a JCTO emergency requires sooner action. In this environment, JCTO will have the opportunity to test the Object Fix.

If an Object Fix involves a JCTO specific object, for example, a tax statement, testing is limited to JCTO.

JCTO has the right to test any Object Fix and provide written test results to ACT in three (3) business days.

If JCTO identifies a Software Problem, ACT will remediate the Object Fix and re-test before re-migrating it to the Test System.

If Software Change Request functionality or Software Problem(s) are identified during testing that were not in the original request scope, a new Software Change Request will be required and a new schedule of development will need to be discussed and agreed upon.

Once JCTO verifies that the Software Change Request performs as expected, including successful execution of relevant transactions in the Test System to ensure no corruption of non-related functions, ACT shall migrate the Object Fix to the Primary System.

JCTO will have the option to test all Object Fix(es) before migration to the Primary System.

ACT will not be obligated to approve any change request that ACT reasonably believes (i) does not conform to generally accepted industry standards or best practices, (ii) could adversely impact or materially degrade the performance of the ACT System, (iii) could adversely impact ACT's ability to meet its service level commitments or other obligations under this agreement, or (iv) could adversely impact other clients that use the ACT System. If ACT declines to approve a change request for any of these reasons, it will work with JCTO in an effort to revise the change request in a mutually acceptable manner.

The ACT System warranty shall extend to all additions and modifications to the ACT System by ACT unless the modification has been requested by JCTO and ACT has advised against the modification because of associated risks in so doing.

## 9.2. Software Problems

JCTO shall provide ACT detailed information when reporting a Software Problem. Examples of relevant information include the date and time the problem occurred, a detailed description of the issue in terms of impact on business processing, the process that was being performed within the ACT System when the error occurred, system error message received and the user ID operating the system. This information will be captured using the PRC form or a document template of similar nature which must be approved by JCTO. (See Schedule J.)

Software Problems will be assigned a priority and resolved within the timeframe outlined in Schedule H.

Once ACT develops and internally tests the Object Fix for a Software Problem, ACT will migrate the Object Fix to the Test System. This migration will occur on a schedule outside Normal Business Hours.

Within three (3) days of the migration, JCTO shall verify that the Object Fix is operating as needed. Unless a written notice of exception is received from JCTO, ACT shall migrate the Object Fix to the Primary System after Normal Business Hours, following JCTO's three day review period.

If continued Software Problem(s) are identified with a particular Object Fix, ACT will correct and re-test before migrating the Object Fix back to the Primary System.

## 9.3. JCTO Testing Timeframe

Time is of the essence in resolving Software Problems. JCTO will test an Object Fix in the Test System according to the JCTO test plan in accordance to the timeframes listed below:

Software Problem: three (3) working business days.

Software Change Request: three (3) working business days, unless otherwise agreed upon by JCTO and ACT.

ACT shall migrate Object Fix or Data Fix to the Primary System unless a written exception is received from JCTO.

ACT shall migrate Object Fix(es) to the Test System on a schedule. Exceptions to this practice would occur if a JCTO generated high priority Object Fix is ready for JCTO review.

JCTO shall be provided three (3) days to test, i.e. Tuesday through end- of-day Thursday any object fixes before migration. JCTO shall notify ACT in writing of a defect in any PRC by 4 PM Thursday. Unless JCTO has notified ACT of a

defect, ACT shall migrate these Object Fix(es) into the Primary System, also on a scheduled basis, after Normal Business Hours.

## **10. SCHEDULE D SERVICE MONITORING AND PERFORMANCE MEASUREMENT**

Schedule D provides detailed information on the monitoring of Services delivered to JCTO and the Metrics and other means to be applied to measure the performance of the Services delivered.

### **10.1. Performance Monitoring**

ACT shall have tools in place to be used to analyze performance issues.

JCTO users who experience ACT System performance issues shall report such issues to JCTO and ACT. ACT shall investigate reported performance issues. If the problem is identified as an ACT issue, performance tuning results and targets will be reviewed and approved and Object Fix(es) made as necessary.

If, after ACT investigation, ACT believes the underlying cause of the issue originates with JCTO, the issue shall be turned over to JCTO for further review or jointly reviewed by ACT and JCTO.

Parties will review any non-compliance with performance expectations.

### **10.2. Software Problems**

ACT commits to deliver within the specified timeframes. Schedule H outlines the delivery timeframe for Software Problem resolution. Processes covered under each Problem Priority level are outlined in Schedule H.

JCTO will provide appropriate and timely turnaround to support ACT problem resolution efforts and timeframes listed in Schedule H.

### **10.3. Software Enhancements**

ACT commits to deliver within the negotiated target dates associated with Software Change Requests.

### **10.4. Hardware Failure**

Timeframes for recovery in the event of hardware failures are specified in Schedule B.

### **10.5. Remote Access to System**

ACT cannot guarantee performance or response times on network links for which ACT has no control. As such, ACT does not guarantee response time

performance Metrics for remote users, i.e. those defined as users accessing the System outside the JCTO network. (JCTO Branches are considered inside the JCTO network.)

## **11. SCHEDULE E SERVICE LEVEL REPORTING**

Schedule E provides information on the service level reporting provided by ACT.

### **11.1. Reporting**

Within five (5) days of the receipt of a request from JCTO, ACT shall provide JCTO a summary listing of all open work orders (PRCs) including Software Problems, Software Change Requests and performance or hardware issues.

The report shall identify:

1. PRC identification number
2. PRC reported date
3. Original and current problem target completion date
4. Problem description
5. Current PRC status
6. Completion date

### **11.2. PRC System**

ACT and JCTO shall use ACT'S PRC system to manage and report Software Problems, Software Change Requests and Data Fix(es). PRC reports shall be updated and enhanced periodically by agreement of the parties.

### **11.3. Other Reports**

ACT and JCTO shall agree to other reporting requirements as needed.

## **12. SCHEDULE F SUPPORT & HELP DESK SERVICES**

Schedule F provides information on the Support & Help Desk Services available from ACT. JCTO shall have completed the JCTO annual authorized personnel form which lists those individuals from JCTO who are authorized to communicate work request to ACT.

### **12.1. Help Desk Operation**

ACT will staff a help desk with knowledgeable Tax System personnel and be available for assisting JCTO from 7:00 AM through 6:30 PM CST Monday through Thursday and 7:00 AM through 6:00 PM CST Fridays, excepting holidays.

#### 12.2. Problem Reporting

JCTO shall communicate ACT System issues pursuant to internal JCTO procedures. At the option of JCTO, these issues will be presented to ACT via the ACT supplied Problem Report and Correction Form (see schedule J) or through the use of an internally developed JCTO document that supplies the same information. The form will contain the problem description, who reported the issue and contact information, resolution priority, requested target date and backup documentation. ACT will review the form for completeness and assess the target date for feasibility. Once this process is complete, the unit of work will be assigned a PRC identification number, discussed in ACT's daily operational meeting, and sourced to an ACT resource for further review.

If a Data Fix is requested, JCTO shall submit a work order to ACT with a proactive request for the Data Fix or if this is not the case, and a Data Fix is deemed necessary, ACT must have written approval from JCTO before a Data Fix will be made to the Primary System.

For smaller (fewer than 10 minutes), non-critical type requests, such as cancelling a scheduled production job, JCTO may submit an oral request to ACT. This type of request does not require backup documentation, a work order, or a PRC.

Critical priority items (i.e. AAA as defined in Section H) that affect System Availability or cause processing delays shall be directly communicated (verbally) by JCTO to ACT. A PRC will be generated by ACT to track the issue.

#### 12.3. Service Delivery

ACT can be available outside Normal Business Hours to perform emergency production support services. Contact information for ACT will be provided to JCTO.

### **13. SCHEDULE G PROBLEM ESCALATION**

Schedule G provides information on the Problem Escalation procedure to be applied to the Services.

#### 13.1. Notification

ACT shall be notified of all Software Problems, no matter the level of priority via submission of a problem report (see schedule J).

### 13.2. Status Reporting and Escalation

ACT shall contact JCTO on a regular basis (at minimum every four (4) hours) during periods when System Availability is reduced to provide information related to the actions being taken to resolve the issue as timely as possible. In the event that an incident is not being resolved within the agreed timeframes, escalation procedures are outlined below.

ACT's Problem Escalation process assigns timeframes to contact varying management levels within ACT based on the severity of the problem and the amount of time the issue remains unresolved.

The Position levels 2, 3 and 4 configuration of timeframes outlined below shall apply when ACT exceeds the expected delivery timeframe (See Schedule H).

Resolution timeframes below are measured in hours and business days.

<b>Problem Level</b>	<b>Position 1 (ACT Support / Help Desk)</b>	<b>Position 2 (Client Manager)</b>	<b>Position 3 (ACT Director)</b>	<b>Position 4 ( President)</b>
Priority AAA	15 minutes	1 hour	4 hours	1 day
Priority AA	1 hour	2 days	3 days	4 days
Priority A	4 hours	5 days	10 days	20 days
Priority B / Enhancements	8 hours	5 days	15 days	30 days

For example, ACT shall resolve a AAA (commonly known as "triple A") development/hardware issue within 15 minutes of the occurrence or missed deadline. If the item remains unresolved, the Client Manager shall be contacted. If, after one additional hour, the item remains unresolved or open, the Director of ACT shall be contacted and they must resolve the issue within four (4) hours. If the item still remains open, ACT's President shall be contacted for final resolution within one day.

## 14. SCHEDULE H PROBLEM PRIORITY RESOLUTION MATRIX

Schedule H provides information on the Problem Description and Issue Resolution to be applied to the Services.

Resolution timeframes below are measured in hours and business days unless otherwise noted.



Priority	Resolution Timeframe (or as noted above)	Business Process Scope / Impact	Resolution Timeframe Calculation
Priority AAA Critical – Hardware	48 hours	a) Hardware/database/NetApp failure. -A work-around does not exist. -Process delays are not acceptable.	<b>Start Time:</b> Within 15 minutes of notification to ACT on-site Support/Help Desk.  <b>End Time:</b> Introduction of fix to the production environment.
Priority AAA Critical - Software	72 hours	a) Posting of payments. b) Generating receipts. c) Generation of bills. d) Disbursement of funds. -A work-around does not exist. -Process delays are not acceptable.	<b>Start Time:</b> Within 1 hour of notification to ACT on-site Support/Help Desk.  <b>End Time:</b> Introduction of fix to the test bed environment.
Priority AA High	10 days	a) Generation of refunds. b) Processing of CAD data. c) Posting of transfers & returned items. d) Monthly closeout. -A work-around may be available, but it is time intensive, or no work-around exists. -Process delays likely.	<b>Start Time:</b> Within 3 days of notification to ACT on-site Support/Help Desk.  <b>End Time:</b> Introduction of problem to the test bed environment.
Priority A Medium	30 days	a) Cosmetic change to external reports or documents. b) Other items not listed above will be jointly defined by the JCTO and ACT. -A feasible work-around is available to be performed on a limited basis. -Minimal process delays when work-arounds are in place.	<b>Start Time:</b> Case by case basis - dependent on complexity of issue. <b>End Time:</b> Introduction of problem to the test bed environment.
Priority B	60 days	a) Cosmetic change to reports or documents.	<b>Start Time:</b> Case by case basis - dependent on complexity of issue.

Low		b) Other items not listed above will be jointly defined by JCTO Management and ACT Group.  -A feasible work-around is available.  -No process delays.	<b>End Time:</b> Introduction of fix to the test bed environment.
Enhancements	Case by Case Basis	-JCTO and ACT will mutually agree upon enhancement priority and delivery dates.	<b>Start Time:</b> Case by case basis - dependent on complexity of change request.  <b>End Time:</b> Introduction of change to the test bed environment.

## 15. SCHEDULE I      SYSTEM BACKUP

All data shall be kept on the Primary System and shall be available on-line. When backup copies are made, they serve as a snapshot of the entire database. Each additional backup contains the previous history in addition to any changes to data since the prior backup. This procedure is in compliance with the State Comptroller's "Retention Section For Records Common to All Local Governments", Part 5: Electronic Data Processing Records. Should the Comptroller's requirements change, record retention schedule will be modified to remain in compliance with the State Comptroller's guidelines.

The schedule outlined below may be modified upon agreement between the parties.

### 15.1.            Daily backups

Server: Oracle DB Storage Server (Primary System)  
 Type: Full backup  
 Schedule: Monday: 5:00 am (cold backup snapshot)  
 Tuesday – Saturday: 5:00 a.m. (hot backup snapshot)  
 Monday – Saturday: 9:00 p.m. (snapshot backup to tape)  
 Contents: Production Environment for TCS, Tax Ledge, SIT and Hotel:  
 All Data, Archive Logs, and Bin Directories (programs and  
 software on database server)  
 Media: Disk & Tape (copying snapshots to tape media)  
 Retention: 30 days

Server: Oracle DB Server; Oracle APP Servers  
 Type: Full & Incremental Backup  
 Schedule: Full Backup – Friday – 9:00 p.m.  
 Incremental Backup – Monday – Thursday – 9:00 p.m.  
 Contents: Operating System, Program files, Scripts, etc.  
 Media: Disk  
 Retention: 30 days

#### 15.2. Monthly Backups

Server: Oracle DB Storage Server (Primary System)  
 Type: Full Backup  
 Schedule: Morning of the first business day of the new month  
 prior to JCTO  
 1:00 am. Should  
 day, the  
 complete.  
 Contents: 1) Production Environment for TCS, Tax Ledge,  
 SIT and Hotel on  
 Oracle DB Storage Server  
 2) SPOOL (USR2SPOOL) & IMAGES  
 (USER2HCTAX) volumes  
 on Oracle DB Storage Server  
 Media: Tape  
 Retention: 12 months

#### 15.3. Standby System

Server: Oracle DB Storage Server  
 Type: Full Backup

Schedule: Monday: Weekly 1:00 a.m. (cold backup snapshot)  
Contents: JCTO Production Environment data for TCS, Tax Ledge, SIT and  
Hotel  
Media: Disk  
Retention: 30 days

## 16. SCHEDULE J PROBLEM REPORT AND CORRECTION FORM

Schedule J contains ACT's standard form to report problems and request fixes.

### Create a PRC

PRCs are used to report system bugs or enhancement requests. To submit a new PRC to ACT, please fill in the fields below, then click the **Submit** button.

\* indicates a required field

ACT Version: ACT 7.0	Date Reported: <input type="text"/>
<span style="color: red;">* Client Name:</span> <input type="text" value="— Make a selection —"/>	Person Reporting: <input type="text"/>
Affected Account Number: <input type="text"/>	<span style="color: red;">* Type:</span> <input type="text" value="— Make a selection —"/>
Date Needed(MM/DD/YYYY): <input type="text"/>	Priority: <input type="text" value="B"/>
Additional Documentation Follows? <input type="checkbox"/>	Screen Name: <input type="text"/>
<span style="color: red;">* E-Mail Address of Person Reporting:</span> <input type="text"/>	
Supervisor E-Mail Address: <input type="text"/>	

\* Brief Description of Requested Change Characters: 0 / 1000

The change description is limited to 1,000 characters, characters beyond this limit will be removed.

## 17. SCHEDULE K ACT PRODUCTION SUPPORT CONTACT INFORMATION

During Normal Business Hours the ACT Help Desk can be reached by email at [acthelp@lgbs.com](mailto:acthelp@lgbs.com) or by calling (877) 422-8829 or (210) 403-8670. Outside of Normal Business Hours critical problems can be reported to the ACT Help Desk by email at [acthelp@lgbs.com](mailto:acthelp@lgbs.com).

## 18. SCHEDULE L ACT SYSTEM SERVICE COMPONENTS

This schedule describes the Service Components of the ACT System.

### 18.1. Base Tax Collection System

- Billing
- Collections
- Records Maintenance
- Reports and Correspondences

### 18.2. TaxLedge System

- Refund Check Processing
- Disbursements
- Bank Reconciliation

### 18.3. Special Inventory Tax System

- Escrowing and Billing
- Collections
- Reports and Correspondences
- Integrated with Taxledge to Process Disbursements

### 18.4. Licensing and Permits System

- Permit Issuance and Renewal
- Receipt Issuance
- Billing & Collections
- Reports and Correspondences
- Integrated with Taxledge to Process Disbursements

### 18.5. Hotel Motel Occupancy Tax System

- Filings & Billing
- Collections
- Reports and Correspondences

### 18.6. Offline Remittance Capture System

- Local Payment Processing & Receipt Generation
- Data Import to ACT System Post Failure Resolution

#### 18.7. Other Subsidiary Systems

- Customer Service
- Appraisal District
- Lockbox
- Mortgage Company
- Litigation and Enforcement
- Internet
- Appraisal District
- Image Integration

#### 18.8. ACT software enables the following functions:

- Current and Delinquent Tax Collection
- Concurrent Collection of Multiple Taxing Authorities
- Supplements and Adjustments Processing (HB1010 Support)
- Online and Batch Payment Processing
- Refunds – (Requested, Automatic, Litigated and Prior Year)
- Special Exemptions
- Returned Mail Processing
- Jurisdiction Control
- Comments, Notes and Event Tracking
- Change Logging
- Delinquent Attorney Support
- Security and Recoverability
- Comprehensive Audit Trail
- Extensive Reporting System
- FTP Report Processing
- Tax Ceiling Management
- TIF / TIRZ processing
- Internet Payment by credit card
- Check & Document Imaging
- Internet Portfolio of Accounts
- Installment Contracts and Quarterly Payment Plans
- Ad Hoc Reports
- Lien Management
- In Bound and Outbound Data Exchange

#### 18.9. Oracle Discoverer

In addition to the ACT System, the Oracle Discoverer application, developed by Oracle Corporation, shall be utilized for user defined reporting purposes. Oracle Discoverer is an intuitive ad hoc query, reporting, analysis, and web-publishing tool that allows business users at all levels access to information from databases. Discoverer's intuitive user interface guides the end user through the entire process of building and publishing sophisticated reports and graphs. Users can quickly and easily choose from multiple charting and layout options to rapidly create a visual representation of their query results.



**ORDER**

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

The Commissioners Court of Jefferson County, Texas, convened at a meeting of said Court at the Jefferson County Courthouse in the City of Beaumont, Texas, on the 30th day of APRIL, 2024, with the following members present, to-wit:

- Jeff R. Branick, County Judge
- Vernon Pierce, Commissioner, Precinct 1
- Cary Erickson, Commissioner, Precinct 2
- Michael S. Sinegal, Commissioner, Precinct 3
- Everette "Bo" Alfred, Commissioner, Precinct 4

and the following members absent, to-wit:

N/A, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING ADDITIONAL PENALTY ON DELINQUENT TAXES UNDER TEX. TAX CODE §33.07 AND §33.08 IN ORDER TO DEFRAY COSTS OF COLLECTION.

Commissioner CARY ERICKSON introduced an order and made a motion that the same be adopted. Commissioner EDDIE ARNOLD seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

AYES: 5  
 NAYS: 0  
 ABSTENTIONS: -

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, Jefferson County wishes to defray its costs of collection, as authorized by TEX. TAX CODE §§33.07 and 33.08, that it incurs under a contract for collection of delinquent property taxes between said county and a private law firm entered into pursuant to TEX. TAX CODE § 6.30;



WHEREAS, under said Sections 33.07 and 33.08, Commissioners Court is empowered to authorize the addition of a collection penalty in an amount that does not exceed the amount of the compensation specified in the contract with the private law firm;

NOW, THEREFORE,

BE IT ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS, SITTING AS THE GOVERNING BODY OF SAID COUNTY, THAT:

Section 1: THE RECITALS SET FORTH IN THIS ORDER ARE TRUE AND CORRECT.

Section 2: AN ADDITIONAL PENALTY ON DELINQUENT TAXES FOR TAX YEARS 2003 AND PRIOR IS HEREBY AUTHORIZED AND IMPOSED IN THE AMOUNT OF 15% OF THE DELINQUENT TAX, PENALTY AND INTEREST AND AN ADDITIONAL PENALTY ON DELINQUENT TAXES FOR TAX YEARS 2004 AND SUBSEQUENT IS HEREBY AUTHORIZED AND IMPOSED IN THE AMOUNT OF 20% OF THE DELINQUENT TAX, PENALTY AND INTEREST, AS PROVIDED BY SECTION 33.07, TEXAS TAX CODE, IF THE TAX BECOMES DELINQUENT ON OR AFTER FEBRUARY 1 OF A YEAR BUT NOT LATER THAN MAY 1 OF THAT YEAR AND REMAINS DELINQUENT ON JULY 1 OF THE YEAR IN WHICH THE TAX BECOMES DELINQUENT; AND

Section 3: AN ADDITIONAL PENALTY ON DELINQUENT TAXES FOR TAX YEARS 2003 AND PRIOR IS HEREBY AUTHORIZED AND IMPOSED IN THE AMOUNT OF 15% OF THE DELINQUENT TAX, PENALTY AND INTEREST AND AN ADDITIONAL PENALTY ON DELINQUENT TAXES FOR TAX YEARS 2004 AND SUBSEQUENT IS HEREBY AUTHORIZED AND IMPOSED IN THE AMOUNT OF 20% OF THE DELINQUENT TAX, PENALTY AND INTEREST, AS PROVIDED BY SECTION 33.08, TEXAS TAX CODE, IF THE TAX BECOMES DELINQUENT ON OR AFTER JUNE 1 UNDER SECTION 26.075(J), 26.15(E), 31.03, 31.031, 31.032, 31.033, 31.04 OR 42.42, TEX. TAX CODE AND AS SUBSEQUENTLY AMENDED.

PASSED, APPROVED and ADOPTED this 30<sup>th</sup> day of APRIL, 2024.



JEFFERSON COUNTY

BY: *Jeff R. Branick*  
Jeff R. Branick  
County Judge  
Jefferson County, Texas

ATTEST:

*Laurie Leister*  
County Clerk *Chief Deputy County Clerk*

RETURN TO  
LAURIE LEISTER  
BEAUMONT, TX 77701

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Roxanne Acosta-Hellberg*

Roxanne Acosta-Hellberg, County Clerk  
Jefferson County, Texas

May 20, 2024 01:42:50 PM

FEE: \$0.00

2024013476



STATE OF TEXAS, COUNTY OF JEFFERSON

I, ROXANNE ACOSTA-HELLBERG, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE AND DULY RECORDED ON \_\_\_\_\_, 2024, IN COUNTY CLERK'S FILE NO. \_\_\_\_\_ JEFFERSON COUNTY PLAT RECORDS.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS  
By: \_\_\_\_\_, DEPUTY

OWNERSHIP CERTIFICATE:  
STATE OF TEXAS  
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I, ROBERT PATILLO, OWNER OF THAT 4.7466 ACRE TRACT DESCRIBED IN COUNTY CLERK'S FILE NUMBER 2002034903, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID PROPERTY IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS 9th DAY OF April, 2024.

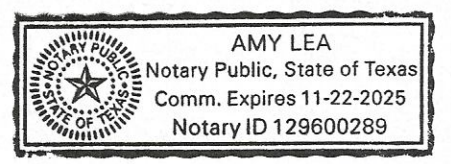
*Robert Patillo*  
ROBERT PATILLO

STATE OF TEXAS  
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT PATILLO KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 9th DAY OF April, 2024.

By: *A. Lea*  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



CERTIFICATE OF COUNTY APPROVAL:

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROAD, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT No. 1 JEFFERSON COUNTY, TEXAS  
COMMISSIONER, PRECINCT No. 2 JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT No. 3 JEFFERSON COUNTY, TEXAS  
COMMISSIONER, PRECINCT No. 4 JEFFERSON COUNTY, TEXAS

COUNTY JUDGE JEFFERSON COUNTY, TEXAS

CERTIFICATE OF COUNTY ENGINEER:

I, \_\_\_\_\_ COUNTY ENGINEER OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

COUNTY ENGINEER

CERTIFICATE OF APPROVAL BY THE CITY PLANNING AND ZONING COMMISSION:

APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF BEAUMONT, TEXAS.

PLANNING COMMISSION CHAIRMAN

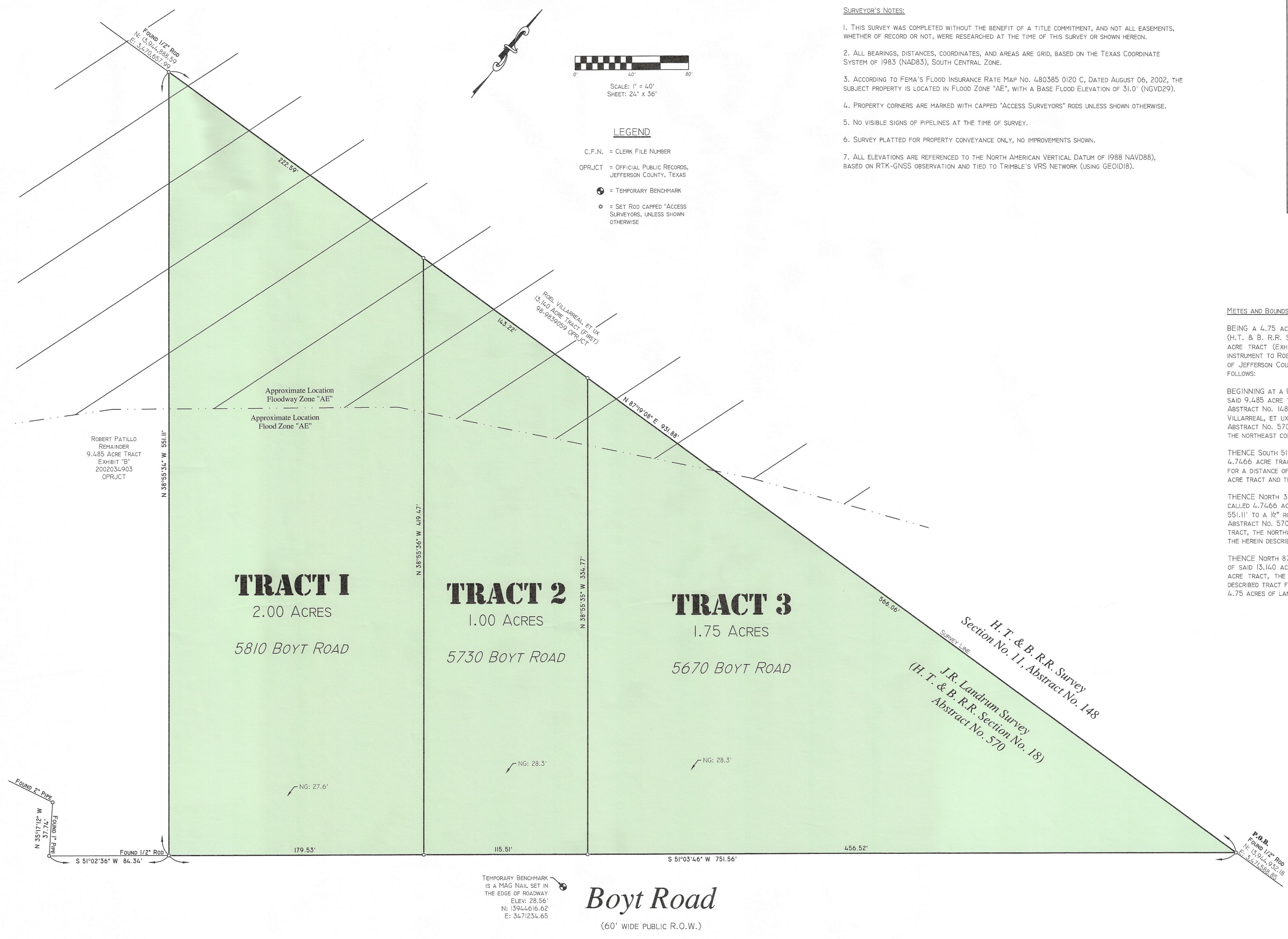
ATTEST: SECRETARY

SURVEYOR'S CERTIFICATE:

I, SCOTT N BRACKIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL STANDARD LAND SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED, AND THAT THE PLAT IS DRAWN TO SCALE, THAT THE PROPERTY SHOWN HEREON LIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BEAUMONT, TEXAS, AND CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF BEAUMONT, JEFFERSON COUNTY, TEXAS.  
SURVEY DATED: NOVEMBER 13, 2023  
PLAT DATED: MARCH 19-20, 2024



*Scott N. Brackin*  
SCOTT N. BRACKIN  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6650



Boyt Road  
(60' WIDE PUBLIC R.O.W.)

DEVELOPMENT REGULATIONS NOTES:  
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS PLAT MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

SCHOOL DISTRICT NOTE:  
THIS MINOR PLAT IS WITHIN THE BOUNDARIES OF THE HARDIN-JEFFERSON ISD.

UTILITY NOTES:  
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: INTERGY TEXAS  
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T  
GAS UTILITY SERVICE WILL BE PROVIDED BY: TXU ENERGY  
WATER UTILITY SERVICE WILL BE PROVIDED BY: WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT  
SEWER UTILITY SERVICE WILL BE PROVIDED BY: N/A  
CABLE UTILITY SERVICE WILL BE PROVIDED BY: SATELLITE

SEWAGE DISPOSAL NOTE:  
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

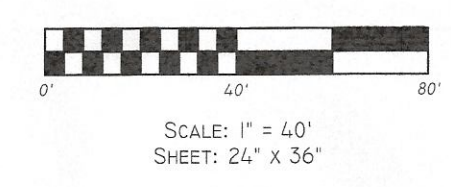
INDIVIDUAL WATER SUPPLY NOTE:  
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

Required Clear Space for an On-Site Sewage Facility (OSSF)

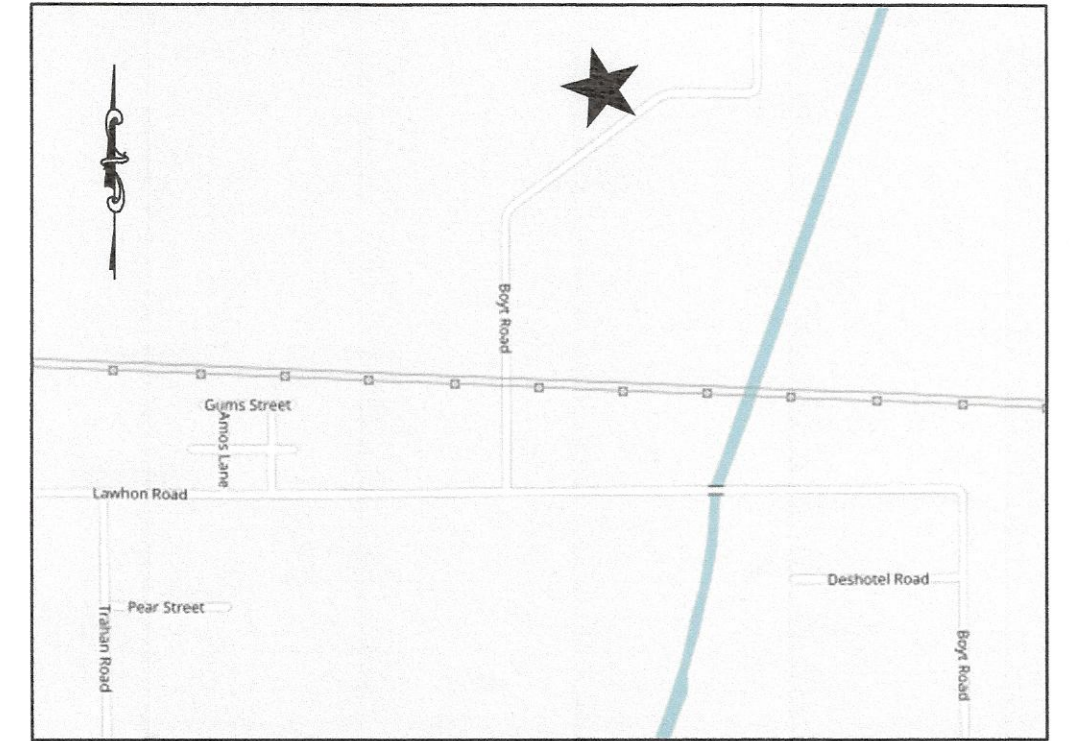
Type of Facility	Usage Rate (gallons per day) (without water saving devices)	Required Clear Space (sq. feet)	Usage Rate (gallons per day) (with water saving devices)	Required Clear Space (sq. feet)
Single Family Dwelling (1 or 2 Bedrooms) < 1500 sq. ft.	225	6428	180	5343
Single Family Dwelling (3 Bedrooms) < 2500 sq. ft.	300	8571	240	6857
Single Family Dwelling (4 Bedrooms) < 3500 sq. ft.	375	10714	300	8671
Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.	450	12857	360	10386
Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.	525	15000	420	12000

Note: SAMPLE - consult the TCEQ Regulations for proper sizes.

SURVEYOR'S NOTES:  
1. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND NOT ALL EASEMENTS, WHETHER OF RECORD OR NOT, WERE RESEARCHED AT THE TIME OF THIS SURVEY OR SHOWN HEREON.  
2. ALL BEARINGS, DISTANCES, COORDINATES, AND AREAS ARE GRID, BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE.  
3. ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP No. 480385 0120 C, DATED AUGUST 06, 2002, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "AE", WITH A BASE FLOOD ELEVATION OF 31.0' (NGVD29).  
4. PROPERTY CORNERS ARE MARKED WITH CAPPED "ACCESS SURVEYORS" RODS UNLESS SHOWN OTHERWISE.  
5. NO VISIBLE SIGNS OF PIPELINES AT THE TIME OF SURVEY.  
6. SURVEY PLATTED FOR PROPERTY CONVEYANCE ONLY, NO IMPROVEMENTS SHOWN.  
7. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED ON RTK-GNSS OBSERVATION AND TIED TO TRIMBLE'S VRS NETWORK (USING GEOID18).



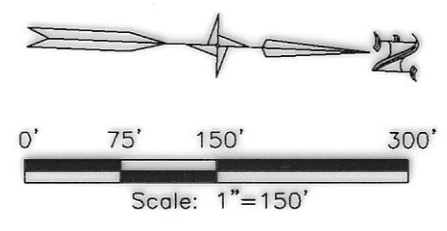
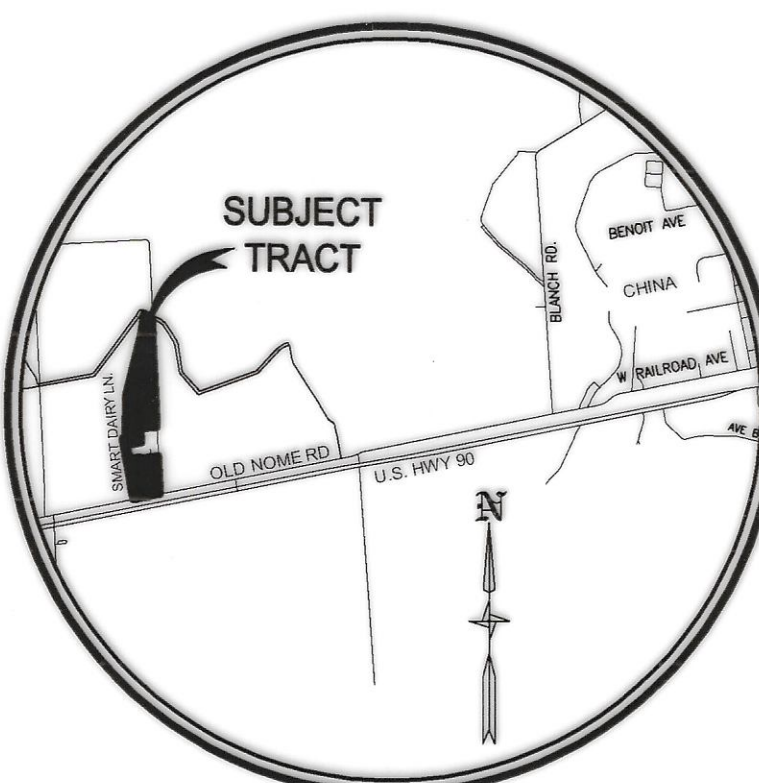
LEGEND  
C.F.N. = CLERK FILE NUMBER  
OPRJCT = OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, TEXAS  
⊕ = TEMPORARY BENCHMARK  
○ = SET ROD CAPPED "ACCESS SURVEYORS" RODS UNLESS SHOWN OTHERWISE



METES AND BOUNDS DESCRIPTION:  
BEING A 4.75 ACRE TRACT OF LAND LYING IN THE J.R. LANDRUM SURVEY, ABSTRACT NUMBER 570, (H.T. & B. R.R. SECTION 18), IN JEFFERSON COUNTY, TEXAS AND BEING THAT SAME CALLED 4.7466 ACRE TRACT (EXHIBIT "A"), PART OF THAT 9.485 ACRE TRACT (EXHIBIT "B"), DESCRIBED IN AN INSTRUMENT TO ROBERT PATILLO, RECORDED IN CLERK FILE NO. 2002034903, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS (OPRJCT), SAID 4.75 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A 1/2" ROD FOUND FOR THE NORTHEAST CORNER OF SAID CALLED 4.7466 ACRE TRACT AND SAID 9.485 ACRE TRACT, BEING IN THE SOUTH LINE OF THE H. T. & B. R.R. SURVEY, SECTION NO. 11, ABSTRACT NO. 148, THE SOUTH LINE OF A 13.140 ACRE TRACT DESCRIBED IN AN INSTRUMENT TO ROEL VILLARREAL, ET UX, RECORDED IN CLERK FILE NO. 98-9839059, (OPRJCT), THE NORTH LINE OF SAID ABSTRACT NO. 570, IN THE NORTH RIGHT OF WAY LINE OF A PUBLIC ROAD KNOWN AS BOYT ROAD, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;  
THENCE SOUTH S1°03'46" WEST, ALONG THE NORTH LINE OF SAID BOYT ROAD, THE SOUTH LINE OF SAID 4.7466 ACRE TRACT, THE SOUTH LINE OF SAID 9.485 ACRE TRACT AND THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 751.56' TO A 1/2" ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 4.7466 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;  
THENCE NORTH 58°55'34" WEST, ACROSS SAID 9.485 ACRE TRACT, ALONG THE WEST LINE OF SAID CALLED 4.7466 ACRE TRACT AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 551.11' TO A 1/2" ROD FOUND IN THE NORTH LINE OF SAID 9.485 ACRE TRACT, THE NORTH LINE OF SAID ABSTRACT NO. 570, THE SOUTH LINE OF SAID ABSTRACT NO. 148, THE SOUTH LINE OF SAID 13.140 ACRE TRACT, THE NORTHWEST CORNER OF SAID CALLED 4.7466 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;  
THENCE NORTH 87°19'08" EAST, ALONG THE SOUTH LINE OF SAID ABSTRACT NO. 148, THE SOUTH LINE OF SAID 13.140 ACRE TRACT, THE NORTH LINE OF SAID CALLED 4.7466 ACRE TRACT AND SAID 9.485 ACRE TRACT, THE NORTH LINE OF SAID ABSTRACT NO. 570 AND THE NORTH LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 931.88' TO THE POINT AND PLACE OF BEGINNING, CONTAINING 4.75 ACRES OF LAND, MORE OR LESS.

**PATILLO BOYT ADDITION**  
MINOR PLAT  
OF A 4.75 ACRE TRACT  
(CALLED 4.7466 ACRES C.F.N. 2002034903, OPRJCT)  
INTO  
**TRACT 1, TRACT 2 & TRACT 3**  
PART OF THE  
J.R. LANDRUM SURVEY, ABSTRACT NO. 570  
(H.T. & B. R.R. SECTION 18)  
JEFFERSON COUNTY, TEXAS





**30' ACCESS EASEMENT**

LINE	BEARING	DISTANCE
L20	N87°26'28"E	30.10'
L21	S02°02'38"W	193.12'
L22	S12°41'25"E	148.71'
L23	S04°12'52"E	297.48'
L24	S81°10'10"W	30.10'
L25	N04°12'52"W	297.68'
L26	N12°41'25"W	151.36'
L27	N02°02'38"E	194.58'

**BOUNDARY**

LINE	BEARING	DISTANCE
CALL L1	N09°43'48"W	208.77'
CALL L2	N07°10'30"W	208.71'
CALL L3	N09°44'36"W	208.50'
CALL L4	N07°10'30"W	208.71'
CALL L5	N09°47'32"W	165.54'
CALL L6	N07°20'41"W	165.56'
CALL L7	N80°17'03"E	53.28'
CALL L8	N82°57'43"E	53.25'
CALL L9	S58°29'47"E	190.29'
CALL L10	S56°06'24"E	190.03'
CALL L11	S81°01'14"W	293.24'
CALL L12	S83°39'31"W	293.23'
CALL L13	S04°12'52"E	297.48'
CALL L14	S02°28'59"E	297.78'
CALL L15	N81°10'10"E	233.79'
CALL L16	N83°38'31"E	229.47'
CALL L17	S02°36'43"E	38.75'
CALL L18	S06°28'00"E	39.99'
CALL L19	S80°41'22"W	208.57'
CALL L20	S83°32'00"W	208.71'
CALL L21	S09°15'58"W	208.68'
CALL L22	S06°28'00"E	208.71'
CALL L23	N80°45'49"E	208.67'
CALL L24	N83°32'00"E	208.71'
CALL L25	N09°18'59"W	208.95'
CALL L26	N06°28'00"W	208.71'
CALL L27	N81°24'30"E	219.34'
CALL L28	N81°10'10"E	59.25'
CALL L29	N83°38'31"E	63.85'
CALL L30	N83°38'31"E	63.76'

STATE OF TEXAS  
COUNTY OF JEFFERSON

Approved by the Commissioners Court of Jefferson County, Texas on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2024, authorizing the filing for record of this plat. Jefferson County assumes no obligations for the maintenance of streets, roads, drainage or any other improvements.

Commissioner Precinct No. 1  
Jefferson County, Texas

Commissioner Precinct No. 2  
Jefferson County, Texas

Commissioner Precinct No. 3  
Jefferson County, Texas

Commissioner Precinct No. 4  
Jefferson County, Texas

County Judge  
Jefferson County, Texas

I, Michelle Falgout, County Engineer of Jefferson County, Texas, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of this office as adopted by the Commissioner's Court of Jefferson County, Texas.

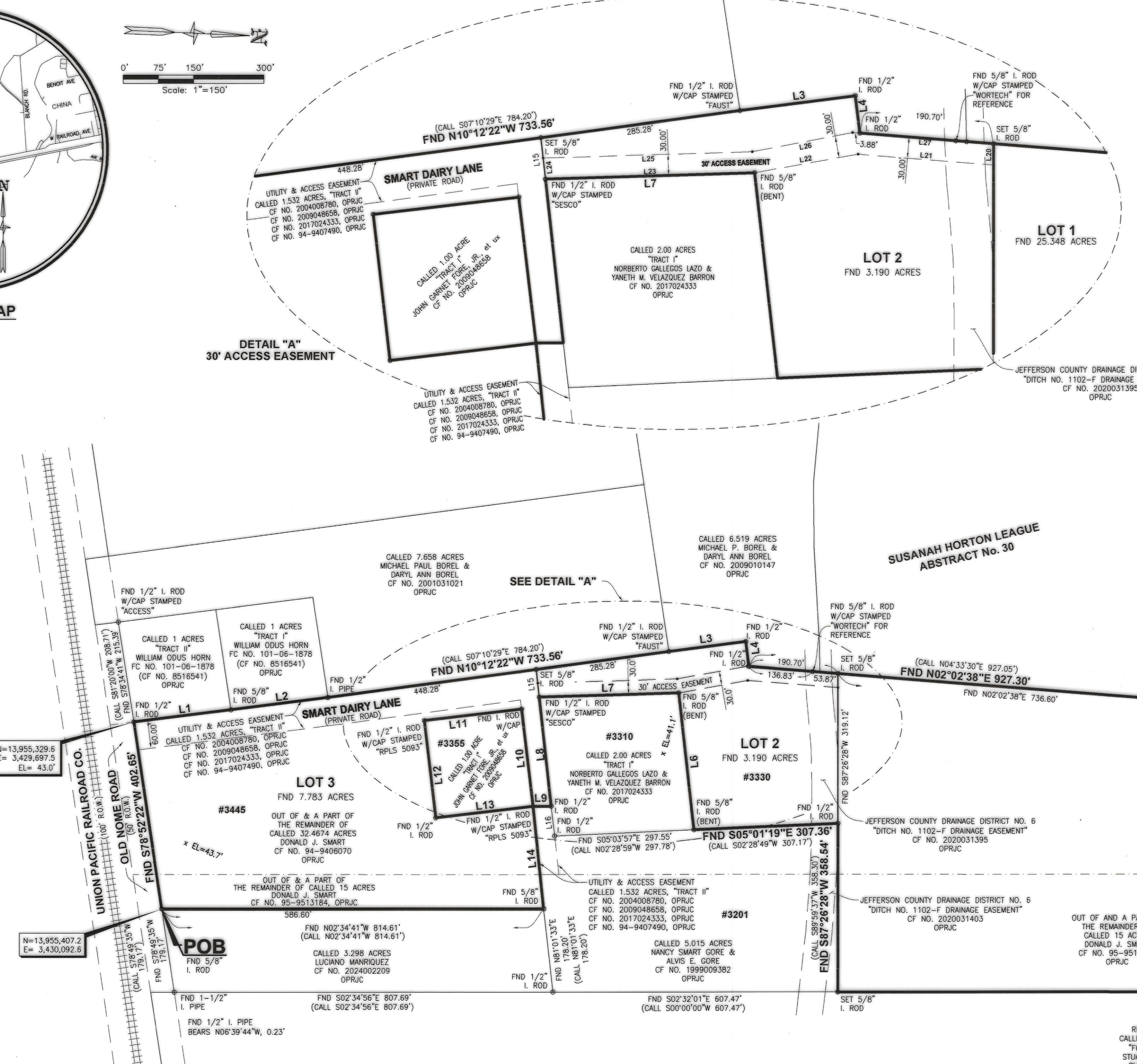
Michelle Falgout, County Engineer

STATE OF TEXAS  
COUNTY OF JEFFERSON

I, Roxanne Acosta-Hellberg, County Clerk of Jefferson County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_ o'clock \_\_\_\_\_m., and duly recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_ o'clock \_\_\_\_\_m., in the Official Public Records of Jefferson County, Texas, in Clerk's File No. \_\_\_\_\_.

County Clerk, Jefferson County, Texas

Deputy County Clerk, Jefferson County, Texas



**CERTIFICATION OF OWNERSHIP AND DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, That We, Donna Ann Thibodeaux and Susan Elizabeth Grohn, as Independent Co-Executors of the Estate of Donald J. Smart, Deceased, owner of 36.321 acres of land out of the Susannah Horton League, Abstract No. 30, Jefferson County, Texas, as conveyed to Donald J. Smart by deed dated December 19, 1993 and recorded in Clerk's File No. 94-9406070, Official Public Records, Jefferson County, Texas, and as conveyed to Donald J. Smart by deed dated May 4, 1995 and recorded in Clerk's File No. 95-9513184, Official Public Records, Jefferson County, Texas, DO HEREBY SUBDIVIDE 36.321 acres of land out of the Susannah Horton League, Abstract No. 30, Jefferson County, Texas, to be known as SMART DAIRY ESTATES, in accordance with the plat shown hereon, subject to any and all easement or restrictions heretofore granted and do hereby dedicate to the public the streets and easement shown hereon.

WITNESS MY HAND, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2024.

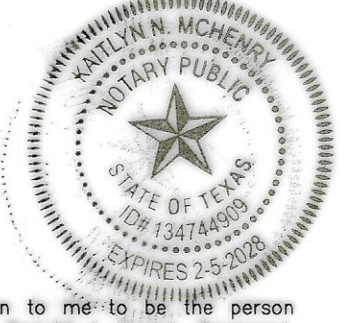
By: *Donna Ann Thibodeaux*  
Donna Ann Thibodeaux - Independent Co-Executor

By: *Susan Elizabeth Grohn*  
Susan Elizabeth Grohn - Independent Co-Executor

BEFORE ME, the undersigned authority, on this day personally appeared Donna Ann Thibodeaux, known to me to be the person whose name is subscribed to the foregoing instrument as Independent Co-Executor of the Estate of Donald J. Smart, Deceased, and acknowledged to me that she executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of April, A.D., 2024.

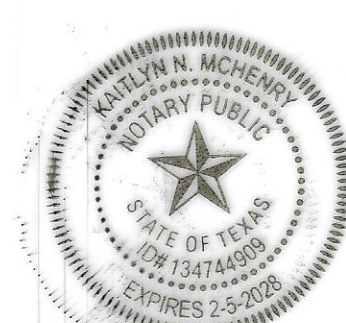
*Kaitlyn N. McHenry* 02-05-2028  
Notary Public in and for the State of Texas



BEFORE ME, the undersigned authority, on this day personally appeared Susan Elizabeth Grohn, known to me to be the person whose name is subscribed to the foregoing instrument as Independent Co-Executor of the Estate of Donald J. Smart, Deceased, and acknowledged to me that she executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of April, A.D., 2024.

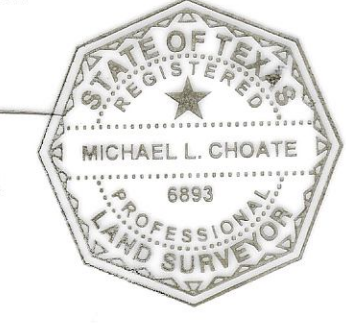
*Kaitlyn N. McHenry* 02-05-2028  
Notary Public in and for the State of Texas



KNOW ALL MEN BY THESE PRESENTS:

THAT I, MICHAEL L. CHOATE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

*Michael L. Choate*  
MICHAEL L. CHOATE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6893



THE STATE OF TEXAS  
COUNTY OF JEFFERSON

SUBSCRIBED AND SWORN TO BEFORE ME BY MICHAEL L. CHOATE AND GIVEN UNDER MY AND SEAL OF OFFICE THIS 24 DAY OF April, 2024.

*Kaitlyn N. McHenry*  
NOTARY PUBLIC, STATE OF TEXAS



36.321 ACRES 3 LOTS

**MINOR PLAT**  
OF  
**SMART DAIRY ESTATES**  
SUSANAH HORTON LEAGUE, ABSTRACT NO. 30  
JEFFERSON COUNTY, TEXAS

PREPARED BY:  
**WHITELEY**  
INFRASTRUCTURE GROUP  
Texas Engineering Firm No. F-2633  
Texas Surveying Firm No. 10106700  
Louisiana Surveying Firm No. VF0000874  
655 Langham Road, #14, Beaumont, Texas 77707  
409-892-0421 | www.whiteleyinfra.com



LEGAL DESCRIPTION: 36.321 Acre Tract or Parcel of Land  
Susanah Horton League, Abstract No. 30  
Jefferson County, Texas

BEING a 36.321 acre tract or parcel of land situated in the Susanah Horton League, Abstract No. 30, Jefferson County, Texas, and being out of and part of that certain called 315.36 acre tract of land as described in a deed from Miss Kate Land to V.A. Smart as recorded in Volume 346, Page 593, Deed Records, Jefferson County, Texas, and being all of the remainder of that certain called 15 acre tract of land as described in a deed from V.A. Smart and wife, Rosa Smart, to Ral Allen Smart and wife, Clara Smart, as recorded in Volume 979, Page 270, Deed Records, Jefferson County, Texas, and being all of the remainder of that certain called 32.4674 acre tract of land as described in a "Correction Deed" from V.A. Smart and wife, Rosa L. Smart, to Donald J. Smart as recorded in Volume 1565, Page 163, Deed Records, Jefferson County, Texas, and furthermore, being all of the remainder of that certain called 32.4674 acre tract of land as described "Warranty Deed" from Philip A. Sheridan, Roy A. Smart, Donnie Smart Alexander, and Dale Smart, to Donald J. Smart as recorded in Clerk's File No. 94-9406070, Official Public Records, Jefferson County, Texas, Jefferson County, Texas, and all of the remainder of that certain called 15 acre tract of land as described in a "Warranty Deed" from Dolores Agnes Clubb to Donald J. Smart as recorded in Clerk's File No. 95-9513184, Official Public Records, Jefferson County, Texas, said 36.321 acre tract being more particularly described as follows:

NOTE: All bearings and coordinates are referenced to the Texas Coordinate System of 1983, South Central Zone. All distances and acreages are surface. All set 5/8" iron rods are set with red caps stamped "Whiteley."

BEGINNING at a 5/8" iron rod found for the Southeastery corner of the tract herein described, said corner being at the Southwestery corner of that certain called 3.298 acre tract of land as described in a "Warranty Deed with Vendor's Lien" from D.J. Smart Enterprises, LTD to Luciano Monriquez, a married man, as recorded in Clerk's File No. 202402029, Official Public Records, Jefferson County, Texas, and being in Northerly right of way line of Old Nome Road (based on a width of 50 feet), said corner being the Southeastery corner of the Southern portion of the remainder of the above referenced 15 acre Smart tract, and furthermore, said corner has a grid coordinate of N: 13,955,441.9, and E: 3,430,268.5;

THENCE SOUTH 78°52'22" WEST, along and with the Northerly right of way line of Old Nome Road, passing at a distance of 74.01 feet to a 1" iron rod found for the Southwestery corner of the Southern portion of the remainder of the said 15 acre Smart tract and the Southwestery corner of the remainder of the above referenced 32.4674 acre Smart tract, and continuing for a total distance of 402.65 feet to a 1/2" iron rod found for the Southwestery corner of the tract herein described, said corner being the Southwestery corner of that certain called 1 acre tract of land, identified as Tract I, as described in a "Warranty Deed with Vendor's Lien" from Robert C. Horn and wife, Barbara Horn, to William Odus Horn as recorded in Film Code No. 101-06-1878 (Clerk's File No. 8518541), Official Public Records of Real Property, Jefferson County, Texas, said corner also being Southwestery corner of the remainder of the said 32.4674 acre Smart tract, and furthermore, said corner has a grid coordinate of N: 13,955,329.6, and E: 3,429,697.5;

THENCE NORTH 09°43'48" WEST, along and with the boundary between the tract herein described and the Easterly line of the said 1 acre Horn Tract II, for a distance of 208.77 feet to a 5/8" iron rod found for corner, said corner being the Northeastery corner of the said 1 acre Horn Tract II and the Southwestery corner of that certain called 1 acre tract of land, identified as Tract I, as described in the above referenced "Warranty Deed with Vendor's Lien" from Robert C. Horn and wife, Barbara Horn, to William Odus Horn as recorded in said Film Code No. 101-06-1878 (Clerk's File No. 8518541), Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 09°44'36" WEST, along and with the boundary between the tract herein described and the Easterly line of the said 1 acre Horn Tract I, for a distance of 208.50 feet to a 1/2" iron pipe found for corner, said corner being the Northeastery corner of the said 1 acre Horn Tract I and the Easternmost Southeastery corner of that certain called 7.658 acre tract of land as described in a "General Warranty Deed" from John Corwin Horn to Michael Paul Borel and Daryl Ann Borel as recorded in Clerk's File No. 2001031021, Official Public Records, Jefferson County, Texas;

THENCE NORTH 10°12'22" WEST, along and with the boundary between the tract herein described and the Easterly line of the said 7.658 acre Borel tract, for a distance of 733.56 feet to a 1/2" iron rod with orange cap stamped "7405T" found for corner, said corner being the Northeastery corner of the said 7.658 acre Borel tract and the Southwestery corner of that certain called 6.519 acre tract of land as described in a "General Warranty Deed" from Steven Thibodeaux and Donna Thibodeaux to Michael P. Borel and Daryl Ann Borel as recorded in Clerk's File No. 2009010147, Official Public Records, Jefferson County, Texas;

THENCE NORTH 09°47'32" WEST, along and with the boundary between the tract herein described and an Easterly line of the said 6.519 acre Borel tract, for a distance of 165.54 feet to a 1/2" iron rod found for an exterior ell corner of the tract herein described, said corner being an interior ell corner of the said 6.519 acre Borel tract, said corner also being an exterior ell corner of the Westerly line of the remainder of the said 32.4674 acre Smart tract;

THENCE NORTH 80°17'03" EAST, along and with the boundary between the tract herein described and a Southerly line of the said 6.519 acre Borel tract, for a distance of 53.28 feet to a 1/2" iron rod found for an interior ell corner of the tract herein described, said corner being an exterior ell corner of the said 6.519 acre Borel tract, said corner also being an interior ell corner of the Westerly line of the remainder of the said 32.4674 acre Smart tract;

THENCE NORTH 02°02'38" EAST, along and with the boundary between the tract herein described and an Easterly line of the said 6.519 acre Borel tract, passing at a distance of 136.83 feet to a 5/8" iron rod with yellow cap stamped "WORTCH" found for reference, and passing at a distance of 152.03 feet the Northeastery corner of the said 6.519 acre Borel tract and the Southernmost Southeastery corner of that certain called 249.896 acre tract of land as described in a "General Warranty Deed with Vendor's Lien in Favor of Third Party" from Robert C. Horn and Barbara Horn to Shrontz Family Limited Partnership as recorded in Clerk's File No. 2004001465, Official Public Records, Jefferson County, Texas, and continuing along and with the boundary between the tract herein described and the Easterly line of the said 249.896 acre Shrontz Family Limited Partnership tract, for a total distance of 927.30 feet to a 5/8" iron rod found for an exterior angle point of the tract herein described, said corner being an interior angle point of the Easterly line of the said 249.896 acre Shrontz Family Limited Partnership tract, said corner also being an exterior angle point of the Westerly line of the remainder of the said 32.4674 acre Smart tract;

THENCE NORTH 13°40'54" EAST, continuing along and with the boundary between the tract herein described and the Easterly line of the said 249.896 acre Shrontz Family Limited Partnership tract, for a distance of 1,314.00 feet to a 5/8" iron rod found for an interior angle point of the tract herein described, said corner being an exterior angle point of the Easterly line of the said 249.896 acre Shrontz Family Limited Partnership tract, said corner also being an interior angle point of the remainder of the said 32.4674 acre Smart tract, from which, a found 5/8" iron rod with yellow cap stamped "Wortch" bears SOUTH 21°25'01" WEST a distance of 1.27 feet;

THENCE NORTH 09°56'14" EAST, continuing along and with the boundary between the tract herein described and the Easterly line of the said 249.896 acre Shrontz Family Limited Partnership tract, for a distance of 436.49 feet to a 1" iron rod found for the Northernmost corner of the tract herein described, said corner being an interior ell corner of the said 249.896 acre Shrontz Family Limited Partnership tract, said corner also being the Northernmost corner of the remainder of the said 32.4674 acre Smart tract;

THENCE SOUTH 98°29'47" EAST, along and with the boundary between the tract herein described and a Southerly line of the said 249.896 acre Shrontz Family Limited Partnership tract, for a distance of 190.29 feet to a 1 1/2" diameter wooden barbed wire fence post found for the Northeastery corner of the tract herein described, said corner being the Easternmost Southeastery corner of the said 249.896 acre Shrontz Family Limited Partnership tract and being in the West line of the remainder of that certain called 68.73 acre tract of land, identified as Fourth tract, as described in a "General Warranty Deed with Vendor's Lien in Favor of Grantor" from Ruby May Horn to Stuart L. Horn and Susan D. Horn as recorded in Clerk's File No. 2003046787, Official Public Records, Jefferson County, Texas, said corner also being the Northeastery corner of the remainder of the said 32.4674 acre Smart tract, and furthermore, said corner bears SOUTH 02°32'01" EAST a distance of 1,733.73 feet from a 1" iron pipe with cap stamped "WORTCH" found for the Northeast corner of the said 249.896 acre Shrontz Family Limited Partnership tract;

THENCE SOUTH 02°32'01" EAST, along and with the boundary between the tract herein described and the West line the remainder of the said 68.73 acre Horn Fourth Tract, for a distance of 2,315.36 feet to a 5/8" iron rod set for an exterior ell corner of the tract herein described, said corner being the Northeast corner of that certain called 5.015 acre tract of land as described in a "Warranty Deed" from Donald J. Smart and Ester V. Smart to Nancy Smart Gore and Alvis E. Gore as recorded in Clerk's File No. 1999009382, Official Public Records, Jefferson County, Texas, said corner also being the Southeastery corner of the Northern portion of the remainder of the said 15 acre Smart tract;

THENCE SOUTH 87°28'28" WEST, along and with the boundary between the tract herein described and the North line of the said 5.015 acre Gore tract, for a distance of 358.54 feet to a 1/2" iron rod found for an interior ell corner of the tract herein described, said corner being the Northwestery corner of the said 5.015 acre Gore tract;

THENCE SOUTH 05°01'19" EAST, along and with the boundary between the tract herein described and the Westerly line of the said 5.015 acre Gore tract, for a distance of 307.36 feet to a 5/8" iron rod found (bent) for an exterior ell corner of the tract herein described, said corner being an angle point of the said 5.015 acre Gore tract and the Northeast corner of that certain called 2.00 acre tract of land, identified as Tract I, as described in a "General Warranty Deed with Vendor's Lien in Favor of Third Party" from Erik Von Frederiksen and spouse, Andria Dawn Frederiksen, and Donald J. Smart and spouse, Ester V. Smart, to Norberto Gallegos Lazo and Yaneth M. Velazquez Barron as recorded in Clerk's File No. 2017024333, Official Public Records, Jefferson County, Texas;

THENCE SOUTH 81°01'14" WEST, along and with the boundary between the tract herein described and the Northerly line of the said 2.00 acre Lazo and Barron tract, for a distance of 293.24 feet to a 5/8" iron rod found (bent) for an interior ell corner of the tract herein described, said corner being the Northwestery corner of the said 2.00 acre Lazo and Barron tract;

THENCE SOUTH 04°12'52" EAST, along and with the boundary between the tract herein described and the Westerly line of the said 2.00 acre Lazo and Barron tract, for a distance of 297.48 feet to a 1/2" iron rod with orange cap stamped "SESCO" found for an interior ell corner of the tract herein described, said corner being the Southwestery corner of the said 2.00 acre Lazo and Barron tract;

THENCE NORTH 81°10'10" EAST, along and with the boundary between the tract herein described and the Southerly line of the said 2.00 acre Lazo and Barron tract, and continuing over and across the remainder of the said 32.4674 acre Smart tract, for a distance of 233.79 feet to a 1/2" iron rod found for an exterior ell corner of the tract herein described, said corner being an exterior ell corner of the of the above referenced 5.015 acre Gore tract; from which, a 1/2" iron rod found for the Southeast corner of the said 2.00 acre Lazo & Barron Tract I and in interior ell corner of the said 5.015 acre Gore tract bears NORTH 81°00'05" EAST a distance of 63.79 feet;

THENCE SOUTH 02°56'43" EAST, along and with the boundary between the tract herein described and the Westerly line of the said 5.015 acre Gore tract, for a distance of 38.75 feet to a 1/2" iron rod with cap stamped "RPLS 5093" found for an exterior ell corner of the tract herein described, said corner being the Southwestery corner of the said 5.015 acre Gore tract and the Northeastery corner of that certain called 1.00 acre tract of land, identified as Tract I, as described in a "General Warranty Deed (with Third Party Vendor's Lien)" from Corey L. Thibodeaux and Jade Thibodeaux to John Garnett Fore, Jr. and Elizabeth Ann Fore, husband and wife, as recorded in Clerk's File No. 2009048608, Official Public Records, Jefferson County, Texas;

THENCE SOUTH 80°45'49" WEST, along and with the boundary between the tract herein described and the Northerly line of the said 1.00 acre Fore tract, for a distance of 208.87 feet to a 1/2" iron rod with orange cap found for an interior ell corner of the tract herein described, said corner being the Northwestery corner of the said 1.00 acre Fore tract;

THENCE SOUTH 09°18'58" EAST, along and with the boundary between the tract herein described and the Westerly line of the said 1.00 acre Fore tract, for a distance of 208.68 feet to a 1/2" iron rod with cap stamped "RPLS 5093" found for an interior ell corner of the tract herein described, said corner being the Southwestery corner of the said 1.00 acre Fore tract;

THENCE NORTH 80°45'49" EAST, along and with the boundary between the tract herein described and the Southerly line of the said 1.00 acre Fore tract, for a distance of 208.67 feet to a 1/2" iron rod found for an interior ell corner of the tract herein described, said corner being the Southeastery corner of the said 1.00 acre Fore tract;

THENCE NORTH 09°18'39" WEST, along and with the boundary between the tract herein described and the Easterly line of the said 1.00 acre Fore tract, for a distance of 208.95 feet to the above referenced 1/2" iron rod with cap stamped "RPLS 5093" found for an exterior ell corner of the tract herein described, said corner being the above referenced Northeastery corner of the said 1.00 acre Gore tract and the above referenced Southwestery corner of the said 5.015 acre Gore tract;

THENCE NORTH 81°24'30" EAST, along and with the boundary between the tract herein described and the Southerly line of the said 5.015 acre Gore tract, for a distance of 219.34 feet to a 5/8" iron rod found for an exterior ell corner of the tract herein described, said corner being the Northwestery corner of the above referenced 3.298 acre Luciano Monriquez tract, said corner also being the Northeastery corner of the Southern portion of the remainder of the said 15 acre Smart tract;

THENCE SOUTH 02°34'41" EAST, along and with the boundary between the tract herein described and the Westerly line of the said 3.298 acre Luciano Monriquez tract, for a distance of 814.76 feet to the POINT OF BEGINNING, and containing 36.321 acres of land, more or less.

NOTES:

- 1. PLAT IS DRAWN FOR PROPERTY CONVEYANCE ONLY. IMPROVEMENTS VISIBLE OR OTHERWISE, ARE NOT SHOWN ON THIS PLAT.
- 2. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. ALL DISTANCES AND ACREAGES ARE SURFACE.
- 3. ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), AND BASED UPON NGS MONUMENT BL0195, HAVING A PUBLISHED ELEVATION OF 40.2 AS REFERENCED TO GEOID18.
- 4. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.
- 5. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.
- 6. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HARDIN-JEFFERSON SCHOOL DISTRICT(S).
- 7. PLATTED PARCEL(S) OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF FLOOD ZONE "C" AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL #480385 0100 B, DATED JUNE 1, 1983. FEMA FLOOD ZONE "C" ARE AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN.
- 8. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.
- 9. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.
- 10. ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY TEXAS, INC.
- 11. TELEPHONE/INTERNET SERVICE WILL BE PROVIDED BY: AT&T
- 12. GAS UTILITY SERVICE WILL BE PROVIDED BY: NONE
- 13. WATER UTILITY SERVICE WILL BE PROVIDED BY: CITY OF NOME
- 14. SEWER UTILITY SERVICE WILL BE PROVIDED BY: ON-SITE WASTE WATER SYSTEM
- 15. TRASH SERVICE PROVIDED BY: PINEY WOODS SANITATION

ON SITE SEWAGE FACILITY (OSSF)

TYPE OF FACILITY	Usage Rate - Gallons per Day (Without water saving devices)	Required Clear Area for OSSF (in Square Feet)	Usage Rate - Gallons per Day (Without water saving devices)	Required Clear Area for OSSF (in Square Feet)
SINGLE FAMILY (1-2 BEDROOMS) LESS THAN 1500 SQ. FT.	225	6428	180	5143
SINGLE FAMILY (3 BEDROOMS) LESS THAN 2500 SQ. FT.	300	8571	240	6857
SINGLE FAMILY (4 BEDROOMS) LESS THAN 3500 SQ. FT.	375	10714	300	8571
SINGLE FAMILY (5 BEDROOMS) LESS THAN 4500 SQ. FT.	450	12857	360	10286
SINGLE FAMILY (6 BEDROOMS) LESS THAN 5500 SQ. FT.	525	15000	420	12000

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MICHAEL L. CHOATE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

*Michael L. Choate*  
MICHAEL L. CHOATE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6893



THE STATE OF TEXAS  
COUNTY OF JEFFERSON  
SUBSCRIBED AND SWORN TO BEFORE ME BY MICHAEL L. CHOATE AND GIVEN UNDER MY AND SEAL OF OFFICE THIS 24 DAY OF April, 2024.

*Kathleen N. McHenry*  
NOTARY PUBLIC, STATE OF TEXAS



36.321 ACRES 3 LOTS

MINOR PLAT  
OF  
**SMART DAIRY ESTATES**  
SUSANAH HORTON LEAGUE, ABSTRACT NO. 30  
JEFFERSON COUNTY, TEXAS

PREPARED BY:  
**WHITELEY**  
INFRASTRUCTURE GROUP  
Texas Engineering Firm No. F-2633  
Texas Surveying Firm No. 10106700  
Louisiana Surveying Firm No. VF0000874  
655 Langham Road, #14, Beaumont, Texas 77707  
409-892-0421 | www.whiteleyinfra.com



CORPORATE OFFICE

116 Venture Blvd.

Houma, LA 70360

Phone: 985-879-2731

TX Survey Firm Registration: 10193786

*client focused solutions*<http://www.mphinc.com>OFFICE LOCATIONS

Houston, TX

Midland, TX

April 9, 2024

Jefferson County Courthouse  
 Engineering Dept. Attn: Ernest Clement  
 1149 Pearl Street, 5th Floor  
 Beaumont, TX 77701

RE: Enterprise Ethane Pipeline LLC  
 Proposed 30-Inch Pipeline  
**Jefferson County Road Crossing Permit Application**

Dear Mr. Clement:

On behalf of Enterprise Ethane Pipeline LLC, I have been appointed as their agent in obtaining the necessary permits for the above-referenced project. Enterprise Ethane Pipeline LLC respectfully requests permission to install a 30" ethane pipeline across the following 4 Jefferson County roads as more fully shown on the attached plats. The proposed pipeline will parallel the Enterprise Liquids Pipeline LLC 20" ATEX pipeline (permit no. 04-P-12) and Seaway Crude Pipeline Company LLC 30" pipeline (permit no. 05-P-13). The pipeline will cross the county roads via directional drill or bore. The uncased pipelines will be a minimum of 8-feet below the road and ditches.

The 30" ethane pipeline will cross Ebner Road, Clark Road, League Road, and Johnson Road. Construction is scheduled to begin June 2024.

Enclosed are one (1) original application package and four (4) copies of the application package. Also enclosed is a check in the amount of \$400.00 to pay for the permit fee and the \$40,000 Performance Bond from Enterprise Ethane Pipeline LLC (i.e. 20k bond was required; however, a 40k bond is being provided).

If any additional information is required, please do not hesitate to contact me at (985) 853-3943 or at [mcapello@mphinc.com](mailto:mcapello@mphinc.com). Please send any correspondence to my attention at the Houma, PO Box above.

Sincerely,

Michael Capello

Senior Regulatory Manager

Enclosures

Permit Number: 03 - P - 24

Precinct Number: 4

Bond Number: 1201474

**APPLICATION FOR PIPE LINE PERMIT**

Date: 04/16/2024

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

Enterprise Ethane Pipeline LLC , (Company)

does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow: 30in ethane pipeline that will cross Ebner Road, Clark Road, League Road, and Johnson Road.

Number of drawings attached 8

Construction will begin on or after June 1 20 24

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on 2020 REV and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>4</u>	Road crossing @\$100.00	<u>\$ 400</u>
_____	Miles parallel @\$150.00/mile or fraction	\$ _____
TOTAL		<u>\$ 400</u>

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

Permit is issued for a period of twenty-five (25) years, at which time the permit must be renewed.

Enterprise Ethane Pipeline LLC

Company Name

1100 Louisiana St., Houston TX 77002

Address

Alfred C. Bull/Attorney-in-Fact

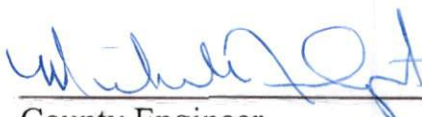
Company Representative Name/Title

(713) 381-6895

Phone Number

### ENGINEERING ACTION FORM

The minimum standard bond required is \$ 40,000.00

  
County Engineer

04/30/2024  
Date

### COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 40,000.00. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By   
County Judge







**LICENSE & PERMIT BOND**

Bond Number 1201474

KNOW ALL MEN BY THESE PRESENTS, that we, Enterprise Ethane Pipeline LLC, as Principal (the "Principal"), and Arch Insurance Company, a corporation duly organized under the laws of the State of Missouri, as Surety (the "Surety"), are firmly bound unto Jefferson County, as Obligee (the "Obligee"), in the penal sum of \$40,000.00 for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been granted a Road Crossings - AFE A66651.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal shall indemnify and save harmless the Obligee against loss to which the Obligee may be subject by reason of the Principal's breach of any ordinance, rule or regulation relating to the above described license or permit, then this obligation shall be null and void, otherwise to remain in full force and effect; in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. The liability of the Surety hereunder shall in no event exceed the penal sum of this bond as stated above, regardless of the number of years this bond shall continue in force.
2. This obligation may be cancelled by the Surety by giving thirty (30) days notice in writing of its intention to do so to the Obligee, and the Surety shall be relieved of any further liability under this bond thirty (30) days after receipt of said notice by the Obligee, except for defaults occurring prior there
3. Any claim must be presented in writing to Arch Insurance Company to the attention of Arch Insurance Company, Claims Department, Three Parkway, Suite 1500, Philadelphia, PA 19102.

Signed and sealed this 27th day of March, 2024.

WITNESS OR ATTEST:

[Signature]

Enterprise Ethane Pipeline LLC  
Principal

By: [Signature]  
Name & Title:

ARCH INSURANCE COMPANY  
Surety



[Signature]  
David T. Miclette, Witness

By: [Signature] (Seal)  
Lacey Hitchcock, Attorney-in-Fact

*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

**POWER OF ATTORNEY**

**Know All Persons By These Presents:**

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

**Ashley Britt, Barry K. McCord, David T. Miclette, Jennifer Mitchell, Lacey Hitchcock, Lucas Lomax, Nikole Jeannette, Robert C. Davis, Robert M. Overbey, Jr., Stacey Bosley, Stacy Owens and Will Duke of Houston, TX (EACH) Norma Toups and Rita G. Gulizo of New Orleans, LA (EACH)**

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

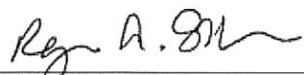
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

**"VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

**VOTED**, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 12<sup>th</sup> day of September, 2023.

**Attested and Certified**

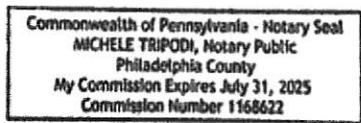
  
\_\_\_\_\_  
Regan A. Shulman, Secretary

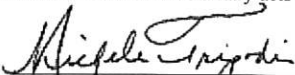


Arch Insurance Company  
  
\_\_\_\_\_  
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



  
\_\_\_\_\_  
Michele Tripodi, Notary Public  
My commission expires 07/31/2025

**CERTIFICATION**

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated September 12, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 27<sup>th</sup> day of March, 2024.

  
\_\_\_\_\_  
Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at [SuretyAuthentic@archinsurance.com](mailto:SuretyAuthentic@archinsurance.com)  
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**

## IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### Arch Insurance Group

To get information or file a complaint with your insurance company or HMO:

Call: **Arch Insurance Group** at **1-866-413-5550**

Toll-free: **1-866-413-5550**

Online: <http://www.archcapgroup.com>

Email: [consumercomplaints@archcapservices.com](mailto:consumercomplaints@archcapservices.com)

Mail: **Harborside 3, 210 Hudson Street, Suite 300, Jersey City, NJ 07311-1107**

### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### Arch Insurance Group

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: **Arch Insurance Group** al **1-866-413-5550**

Teléfono gratuito: **1-866-413-5550**

En línea: <http://www.archcapgroup.com>

Correo electrónico: [consumercomplaints@archcapservices.com](mailto:consumercomplaints@archcapservices.com)

Dirección postal: **Harborside 3, 210 Hudson Street, Suite 300, Jersey City, NJ 07311-1107**

### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

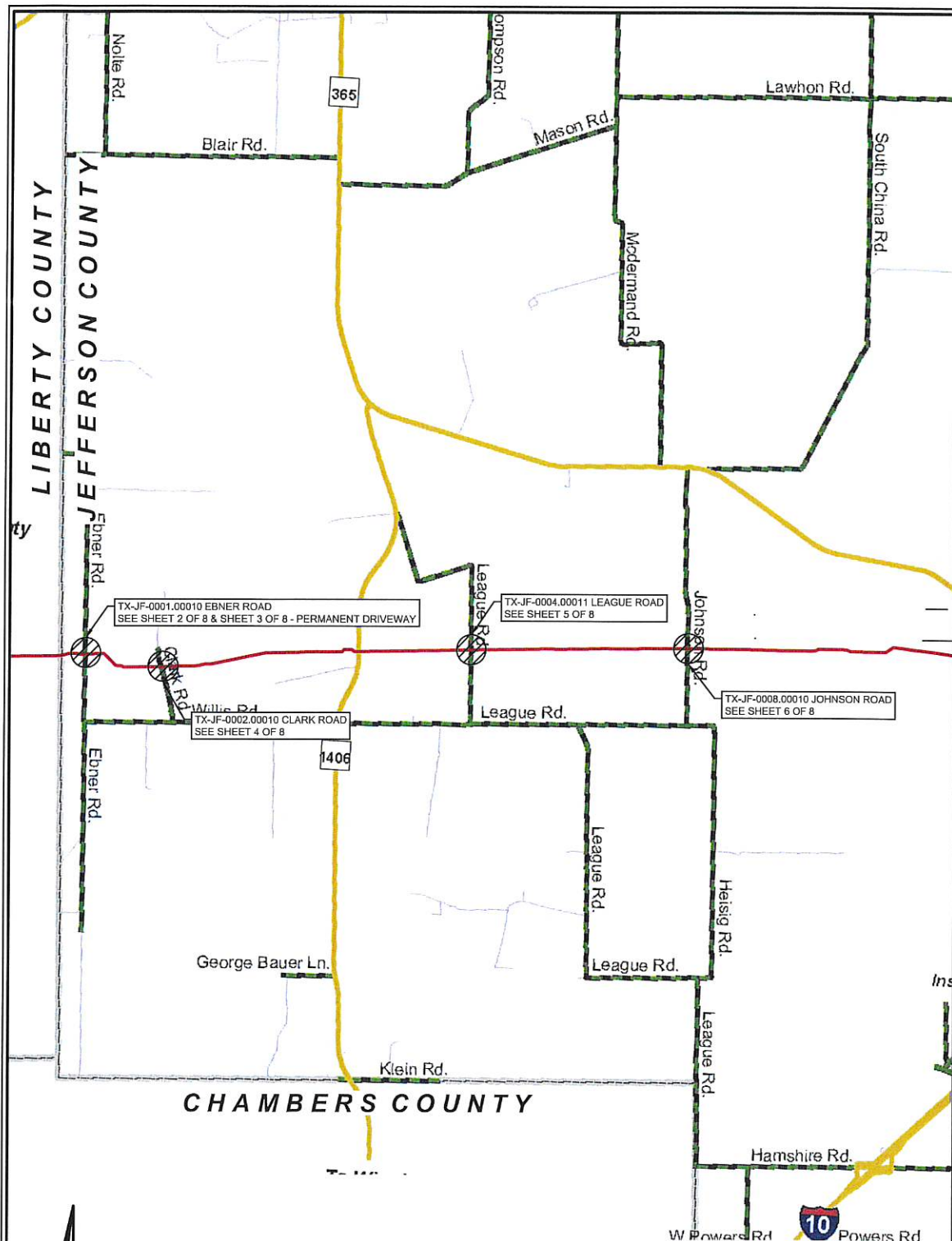
Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

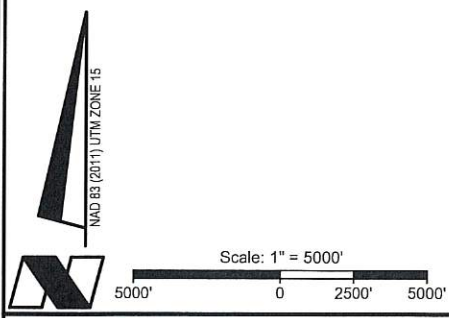
Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030





LIBERTY COUNTY  
JEFFERSON COUNTY  
CHAMBERS COUNTY



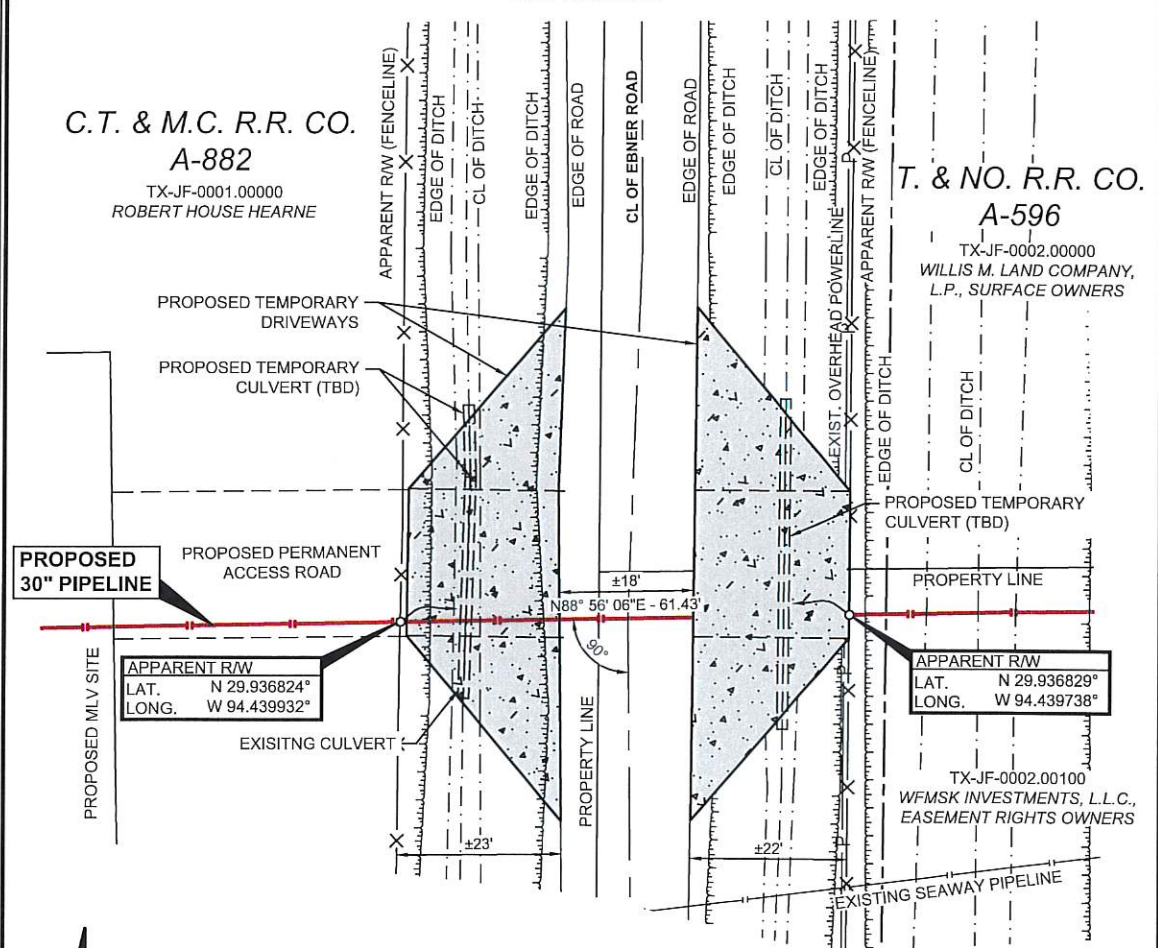
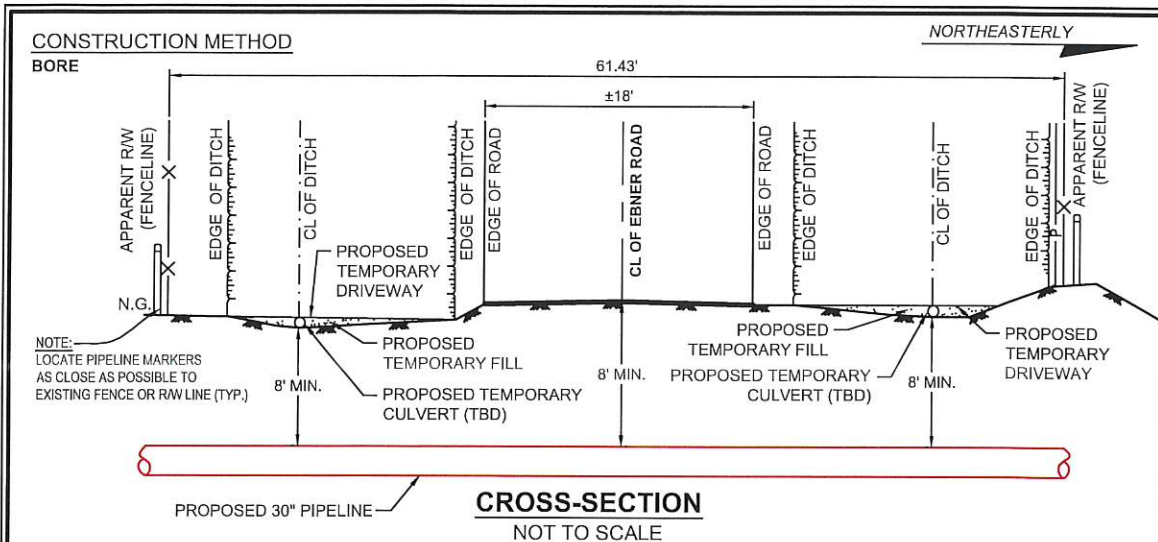
SHEET 1 OF 8

ENTERPRISE ETHANE PIPELINE LLC  
MONT BELVIEU TO BEAUMONT  
**PROPOSED 30" PIPELINE**  
INDEX MAP  
CROSSING JEFFERSON CO. ROADS  
JEFFERSON COUNTY, TEXAS



C. H. Fenstermaker & Associates, L.L.C.  
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Ph. 337-237-2200 Fax. 337-232-3299  
[www.fenstermaker.com](http://www.fenstermaker.com)  
Texas Firm No. 10028500

PROJ. MGR.: BLB		REVISIONS	
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**PROPOSED 30" PIPELINE**

APPARENT RW  
LAT. N 29.936824°  
LONG. W 94.439932°

EXISTING CULVERT

PROPOSED PERMANENT ACCESS ROAD

PROPOSED TEMPORARY DRIVEWAYS

PROPOSED TEMPORARY CULVERT (TBD)

PROPOSED MLV SITE

PROPERTY LINE

EXISTING SEAWAY PIPELINE

TX-JF-0002.00100  
WFMSK INVESTMENTS, L.L.C.,  
EASEMENT RIGHTS OWNERS

**NOTE:**  
THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT EBNER RD. APPROXIMATELY 0.62 MILES NORTHERLY FROM ITS JUNCTION WITH WILLIS ROAD.

SHEET 2 OF 8

**ENTERPRISE ETHANE PIPELINE LLC**  
MONT BELVIEU TO BEAUMONT  
**PROPOSED 30" PIPELINE**  
TX-JF-0001.00010  
CROSSING EBNER ROAD  
C.T. & M.C. R.R. CO. SURVEY, A-882, JEFFERSON COUNTY, TEXAS

PROJ. MGR.: BLB		REVISIONS	
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DATE: 02/05/2024	No.	DATE:	REVISED BY:
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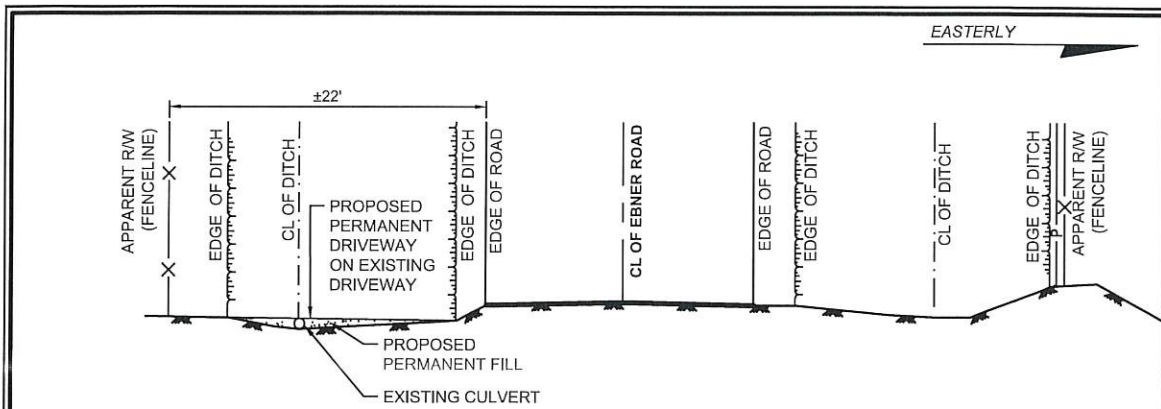
C. H. Fenstermaker & Associates, L.L.C.  
135 Regency Sq. Lafayette, LA 70508  
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[www.fenstermaker.com](http://www.fenstermaker.com)  
Texas Firm No. 10028500

NAD 83 (2011) UTM ZONE 15

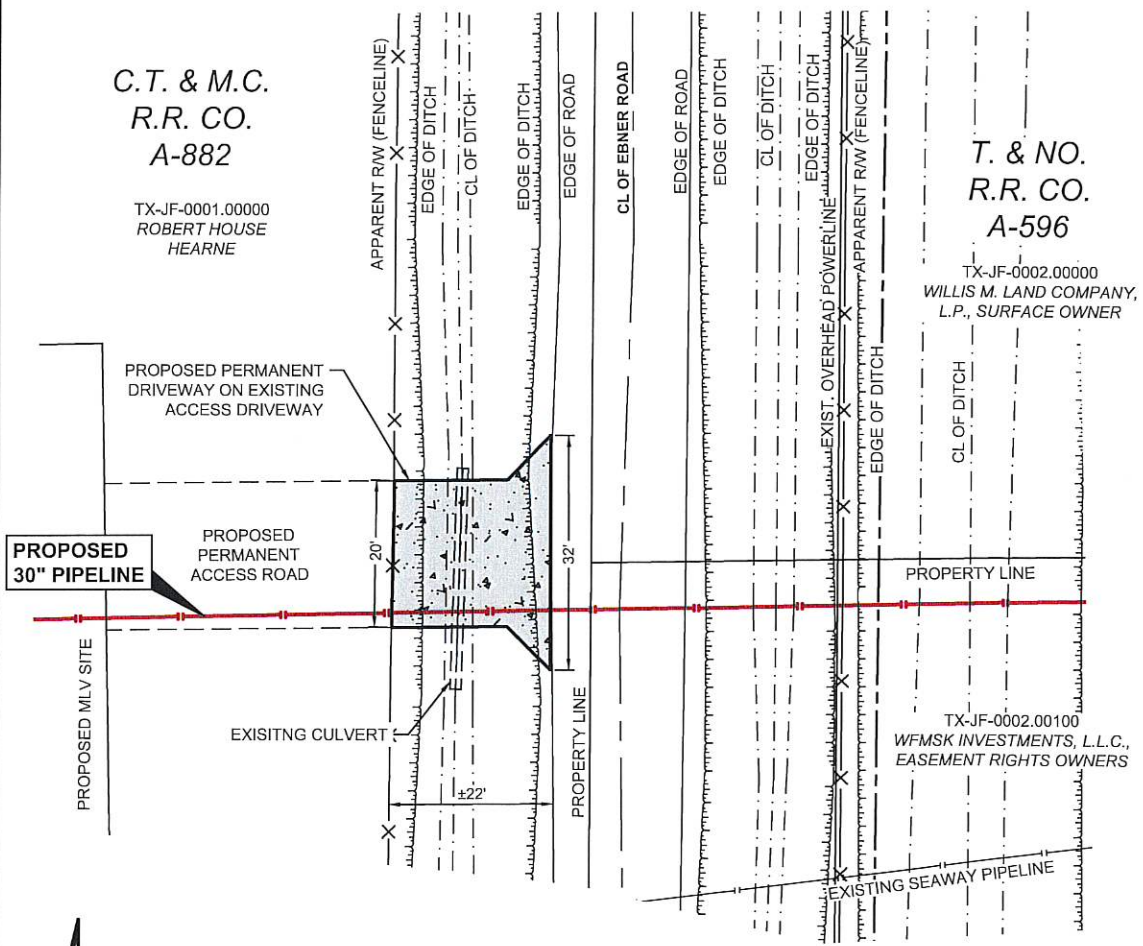
Scale: 1" = 20'

20' 0 10' 20'





**CROSS-SECTION**  
NOT TO SCALE



**NOTE:**  
THE PROPOSED PERMANENT DRIVEWAY WILL BE LOCATED AT EBNER RD. APPROXIMATELY 0.62 MILES NORTHERLY FROM ITS JUNCTION WITH WILLIS ROAD.

SHEET 3 OF 8

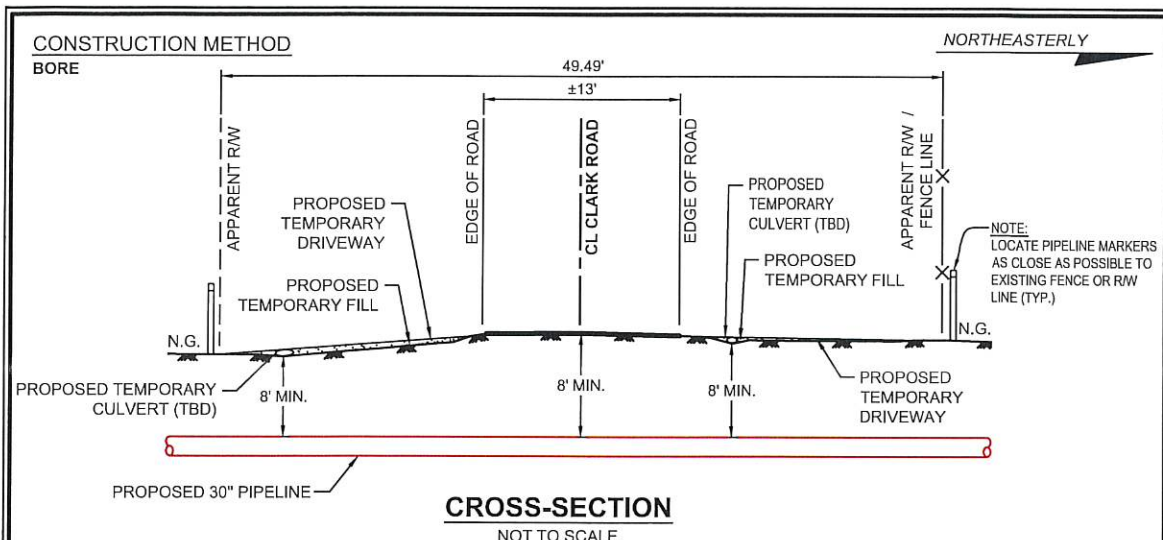
**ENTERPRISE ETHANE PIPELINE LLC**  
MONT BELVIEU TO BEAUMONT  
**PROPOSED PERMANENT DRIVEWAY**  
TX-JF-0001.00010  
CROSSING EBNER ROAD  
C.T. & M.C. R.R. CO. SURVEY, A-882, JEFFERSON COUNTY, TEXAS



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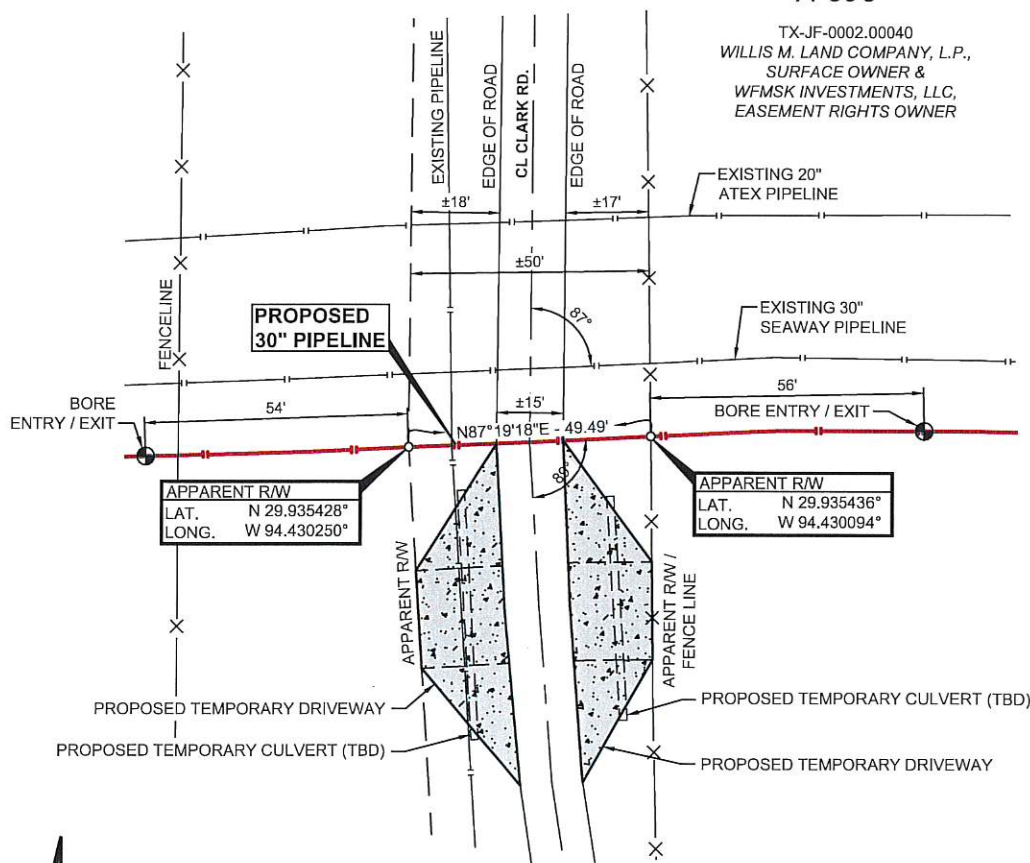
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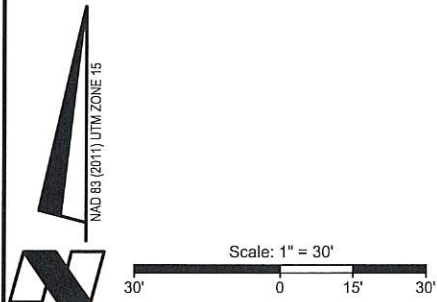
T. & N.O. R.R. CO.  
A-596

TX-JF-0002.00040  
WILLIS M. LAND COMPANY, L.P.,  
SURFACE OWNER &  
WFMSK INVESTMENTS, LLC,  
EASEMENT RIGHTS OWNER



**NOTE:**  
THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT CLARK RD. APPROXIMATELY 0.53 MILES NORTHERLY FROM ITS JUNCTION WITH WILLIS ROAD.

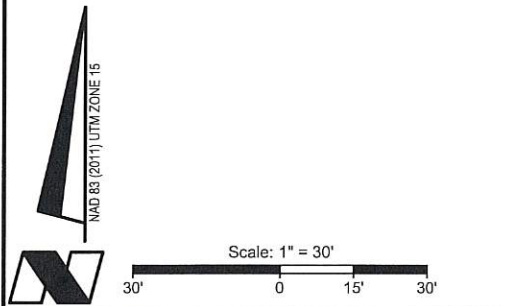
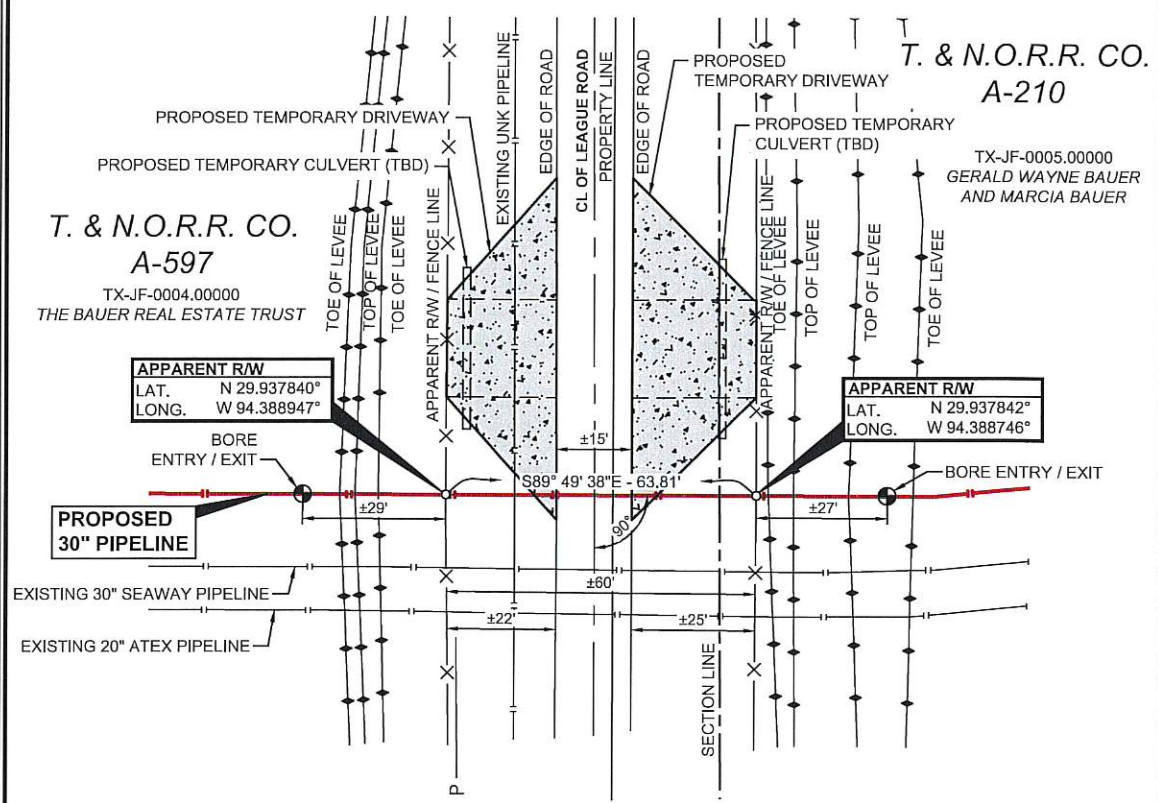
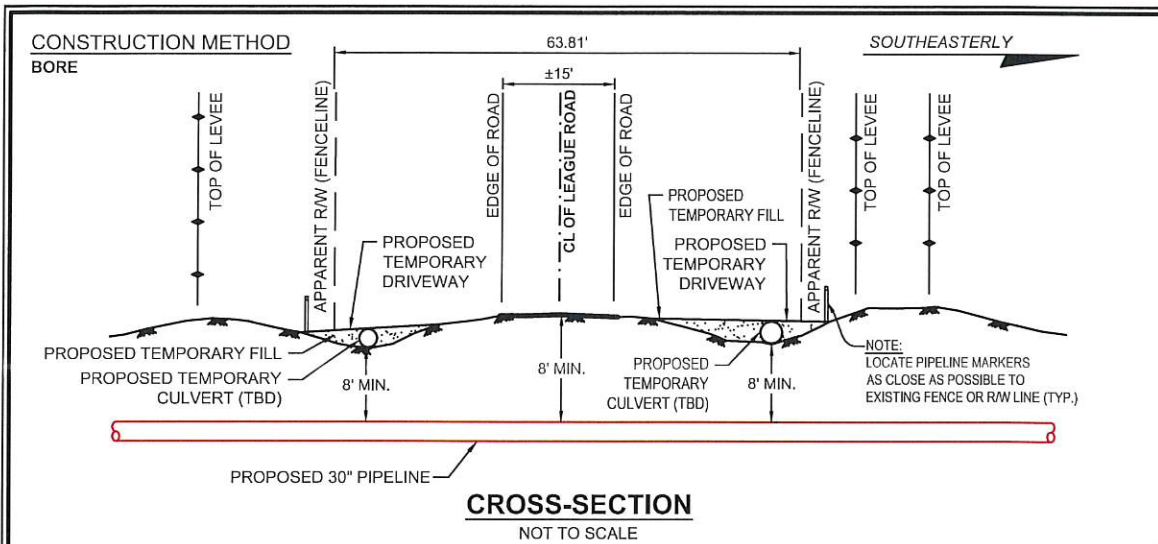
SHEET 4 OF 8



**ENTERPRISE ETHANE PIPELINE LLC**  
MONT BELVIEU TO BEAUMONT  
**PROPOSED 30" PIPELINE**  
TX-JF-0002.00010  
CROSSING CLARK ROAD  
W.H. ALDRIDGE SURVEY, A-813, JEFFERSON COUNTY, TEXAS

C. H. Fenstermaker & Associates, L.L.C.  
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**NOTE:**  
THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT LEAGUE RD. APPROXIMATELY 0.66 MILES NORTHERLY FROM ITS JUNCTION WITH WILLIS ROAD.

SHEET 5 OF 8

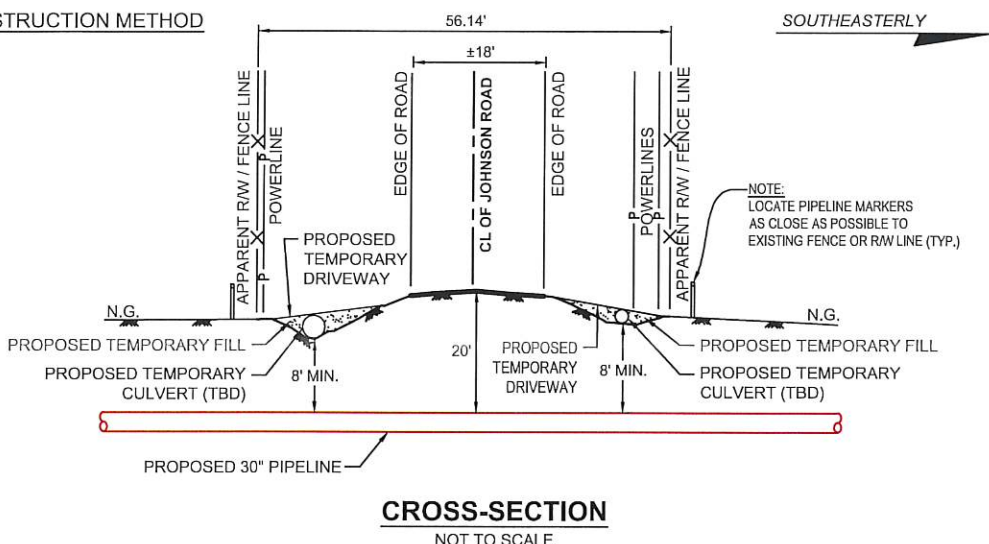
<b>ENTERPRISE ETHANE PIPELINE LLC</b>			
MONT BELVIEU TO BEAUMONT			
<b>PROPOSED 30" PIPELINE</b>			
TX-JF-0004.00011			
CROSSING LEAGUE ROAD			
T. & N.O. R.R. CO. SURVEYS, A-597 & A-210, JEFFERSON COUNTY, TEXAS			
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**FENSTERMAKER**

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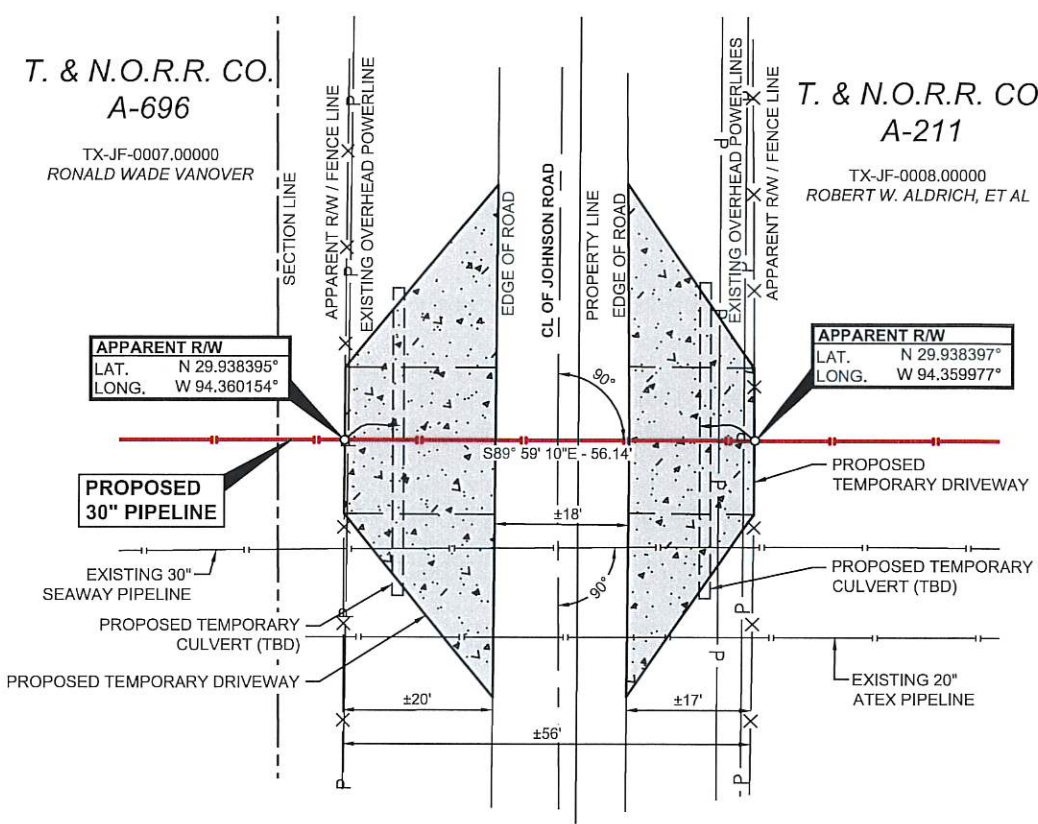
**CONSTRUCTION METHOD**  
HDD



**CROSS-SECTION**  
NOT TO SCALE

**T. & N.O.R.R. CO.**  
**A-696**  
TX-JF-0007.00000  
RONALD WADE VANOVER

**T. & N.O.R.R. CO.**  
**A-211**  
TX-JF-0008.00000  
ROBERT W. ALDRICH, ET AL



**NOTE:**  
THE PROPOSED 30" PIPELINE CROSSING WILL BE LOCATED AT JOHNSON RD. APPROXIMATELY 0.68 MILES NORTHERLY FROM ITS JUNCTION WITH WILLIS ROAD.

SHEET 6 OF 8



**ENTERPRISE ETHANE PIPELINE LLC**  
MONT BELVIEU TO BEAUMONT  
**PROPOSED 30" PIPELINE**  
TX-JF-0008.00010  
CROSSING JOHNSON ROAD  
T. & N.O.R.R. CO. SURVEY, A-211, JEFFERSON COUNTY, TEXAS

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FILENAME: T:\2023\2323541\DWG\CROSSINGS\COUNTY ROADS\JEFFERSON COUNTY\TX-JF-0008.00010-JOHNSON ROAD.dwg			

**PROPOSED 30" PIPELINE  
BORE DESIGN DATA INSTALLATION**

1.0 GENERAL INFORMATION

- 1.1 APPLICANT/OWNER: ENTERPRISE ETHANE PIPELINE LLC
- 1.2 PIPELINE NAME: MONT BELVIEU TO BEAUMONT
- 1.3 PRODUCT: ETHANE
- 1.4 PROPOSED CONSTRUCTION ACTIVITIES SCHEDULED FOR 2024

2.0 PIPELINE DESIGN DATA

- 2.1 DESIGN CODES: THE DEPARTMENT OF ("DOT") STANDARD CFR TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" AND THE RAILROAD COMMISSION PIPELINE SAFETY RULES AND ASME API 1102, "STEEL PIPELINE CROSSING RAILROADS AND HIGHWAYS"
- 2.2 DESIGN PRESSURE: 1480 PSIG
- 2.3 HYDROSTATIC TEST PRESSURE: 1850 PSIG MIN.
- 2.4 DESIGN FACTOR: 0.72

3.0 CATHODIC PROTECTION

- 3.1 RECTIFIER IMPRESSED CURRENT

4.0 CONSTRUCTION METHOD

- 4.1 PIPELINE WILL BE INSTALLED BY BORE.

5.0 BORE PIPE

- 5.1 OUTSIDE DIAMETER: 30"
- 5.2 WALL THICKNESS: 0.635"
- 5.3 PIPE SPECIFICATION: API-5L
- 5.4 GRADE: X70 (70,000 PSI)
- 5.5 MATERIAL: CARBON STEEL
- 5.6 PROCESS OF MANUFACTURE: ERW OR SAW
- 5.7 EXTERIOR COATING: 14 - 16 MILS FUSION BONDED EPOXY (FBE) & 30-40 MILS ARO

I, MATTHEW P. PARRA, AN INDEPENDENT CONSULTING ENGINEER, TEXAS REGISTERED ENGINEERING FIRM NUMBER 7272. A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, PE NUMBER 83362, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE PIPELINE RAILROAD CROSSING SHOWN ON THIS DRAWING HAS BEEN DESIGNED IN ACCORDANCE WITH THE CFR, TITLE 49, PART 195 - TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE, SUBPART C - DESIGN REQUIREMENTS AND API 1102 "STEEL PIPELINES CROSSING RAILROADS AND HIGHWAYS". MY CERTIFICATION APPLIES TO THE MECHANICAL DESIGN OF THE PIPELINE ONLY AND DOES NOT COVER ACCURACY OF SURVEY INFORMATION. MATTHEW P. PARRA, P.E.

SHEET 7 OF 8

**ENTERPRISE ETHANE PIPELINE LLC**  
MONT BELVIEU TO BEAUMONT  
**PROPOSED 30" PIPELINE**  
DESIGN DATA  
COUNTY ROADS  
JEFFERSON COUNTY, TEXAS



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**PROPOSED 30" PIPELINE  
HDD DESIGN DATA INSTALLATION**

1.0 GENERAL INFORMATION

- 1.1 APPLICANT/OWNER: ENTERPRISE ETHANE PIPELINE LLC
- 1.2 PIPELINE NAME: MONT BELVIEU TO BEAUMONT
- 1.3 PRODUCT: ETHANE
- 1.4 PROPOSED CONSTRUCTION ACTIVITIES SCHEDULED FOR **2024**

2.0 PIPELINE DESIGN DATA

- 2.1 DESIGN CODES: THE DEPARTMENT OF ("DOT") STANDARD CFR TITLE 49, PART 195, "TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE" AND THE RAILROAD COMMISSION PIPELINE SAFETY RULES AND ASME API 1102, "STEEL PIPELINE CROSSING RAILROADS AND HIGHWAYS"
- 2.2 DESIGN PRESSURE: 1480 PSIG
- 2.3 HYDROSTATIC TEST PRESSURE: 1850 PSIG MIN.
- 2.4 DESIGN FACTOR: 0.72

3.0 CATHODIC PROTECTION

- 3.1 RECTIFIER IMPRESSED CURRENT

4.0 CONSTRUCTION METHOD

- 4.1 PIPELINE WILL BE INSTALLED BY HDD.

5.0 HDD PIPE

- 5.1 OUTSIDE DIAMETER: 30"
- 5.2 WALL THICKNESS: 0.635"
- 5.3 PIPE SPECIFICATION: API-5L
- 5.4 GRADE: X70 (70,000 PSI)
- 5.5 MATERIAL: CARBON STEEL
- 5.6 PROCESS OF MANUFACTURE: ERW OR SAW
- 5.7 EXTERIOR COATING: 14 - 16 MILS FUSION BONDED EPOXY (FBE) & 30-40 MILS ARO

I, MATTHEW P. PARRA, AN INDEPENDENT CONSULTING ENGINEER, TEXAS REGISTERED ENGINEERING FIRM NUMBER 7272. A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, PE NUMBER 83362, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE PIPELINE RAILROAD CROSSING SHOWN ON THIS DRAWING HAS BEEN DESIGNED IN ACCORDANCE WITH THE CFR, TITLE 49, PART 195 - TRANSPORTATION OF HAZARDOUS LIQUIDS BY PIPELINE, SUBPART C - DESIGN REQUIREMENTS AND API 1102 "STEEL PIPELINES CROSSING RAILROADS AND HIGHWAYS". MY CERTIFICATION APPLIES TO THE MECHANICAL DESIGN OF THE PIPELINE ONLY AND DOES NOT COVER ACCURACY OF SURVEY INFORMATION. MATTHEW P. PARRA, P.E.

SHEET 8 OF 8

**ENTERPRISE ETHANE PIPELINE LLC**  
MONT BELVIEU TO BEAUMONT  
**PROPOSED 30" PIPELINE**  
DESIGN DATA  
COUNTY ROADS  
JEFFERSON COUNTY, TEXAS



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# UTILITY AND COMMON CARRIER PIPELINE POLICY

## GENERAL REQUIREMENTS

### Who Must Apply

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

### Application

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

### Determination

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

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

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

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

### Maintenance, Alteration or Removal

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

### Time Limits

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

### Existing Permits

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

## **GENERAL PRINCIPLES**

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

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

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

### Responsibility for Repairs

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

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

## **SPECIFICATIONS**

### General

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

### Line Crossing, Method of Placement (See Standard Detail)

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

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

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

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

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

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

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

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



Lines paralleling Method of Placement (See Standard Detail)

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

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

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

Pole, Lines, Location

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

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

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

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

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

Inspection Notice

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



### Line Markers

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

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

### Traffic Control

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

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

### Bonds

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

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

### Application Fee

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

## **ROUTE MAP**

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

Permit No. \_\_\_\_\_  
Precinct No. \_\_\_\_\_

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

Date: \_\_\_\_\_

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

\_\_\_\_\_, (Company) does hereby made application  
to use lands belonging to Jefferson County, for the purpose of constructing, maintaining  
or repairing a utility or common carrier pipeline for the distribution of  
\_\_\_\_\_, location of which is fully described as  
follows:

\_\_\_\_\_ pages of drawings attached.

Construction will begin on or after \_\_\_\_\_ 20\_\_\_\_

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

Company \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax No. \_\_\_\_\_

## FOR COMMON CARRIER PIPELINE COMPANY ONLY

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

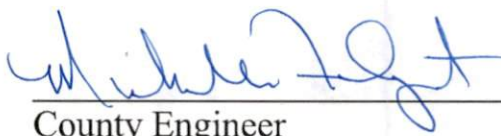
Enclosed, please find the required application fee:

_____ road crossing @ \$100.00 _____	\$	_____
_____ miles parallel @ \$150.00/mile or fraction _____	\$	_____
TOTAL _____		\$ _____

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

**ENGINEERING ACTION FORM**

The minimum standard bond required is \$N/A



County Engineer

04/30/2024

Date

**COMMISSIONERS COURT ORDER**

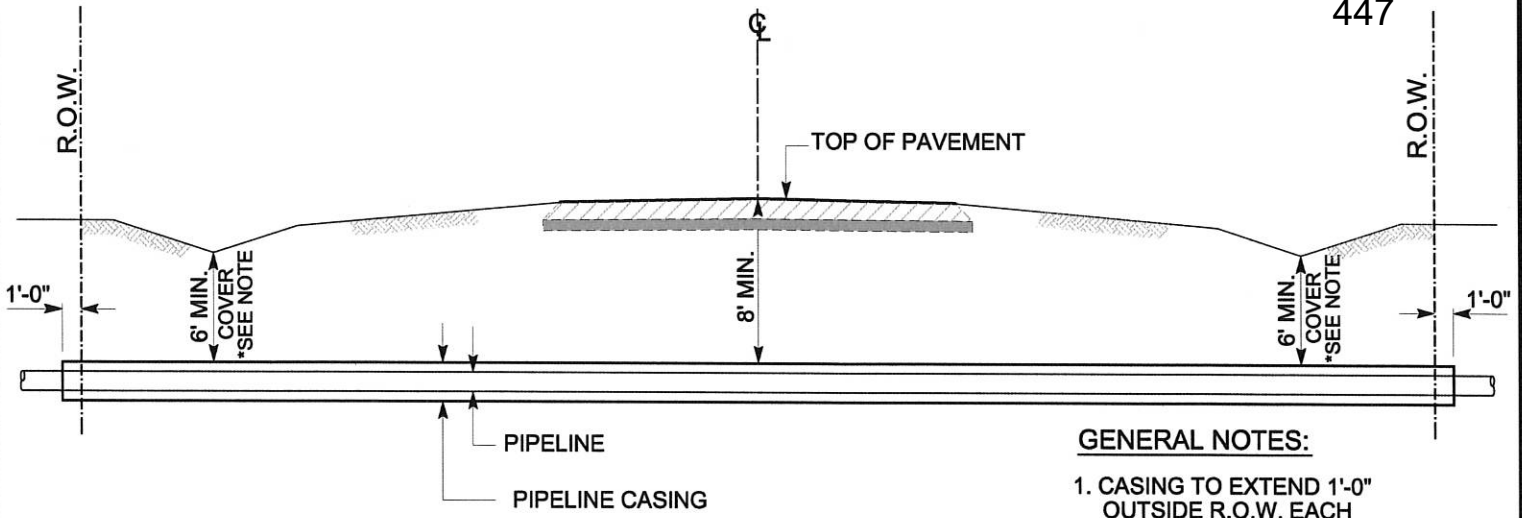
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation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

COMMISSIONERS COURT

By

  
County Judge



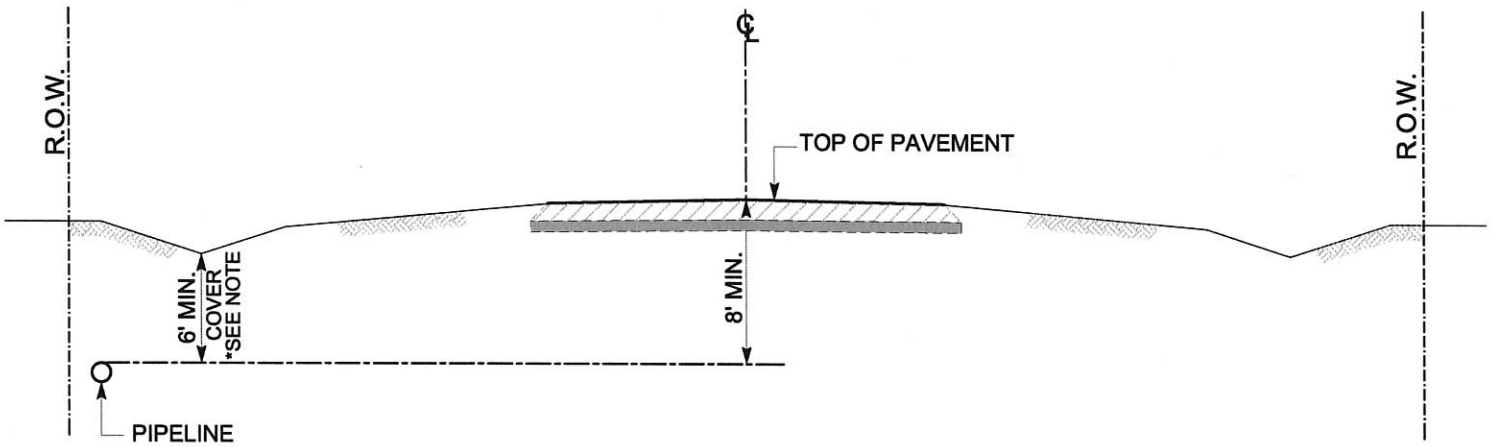


**GENERAL NOTES:**

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

**1.) STANDARD PIPELINE CROSSING**

N.T.S



**GENERAL NOTES:**

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

**2.) STANDARD PARALLEL LINE**

N.T.S

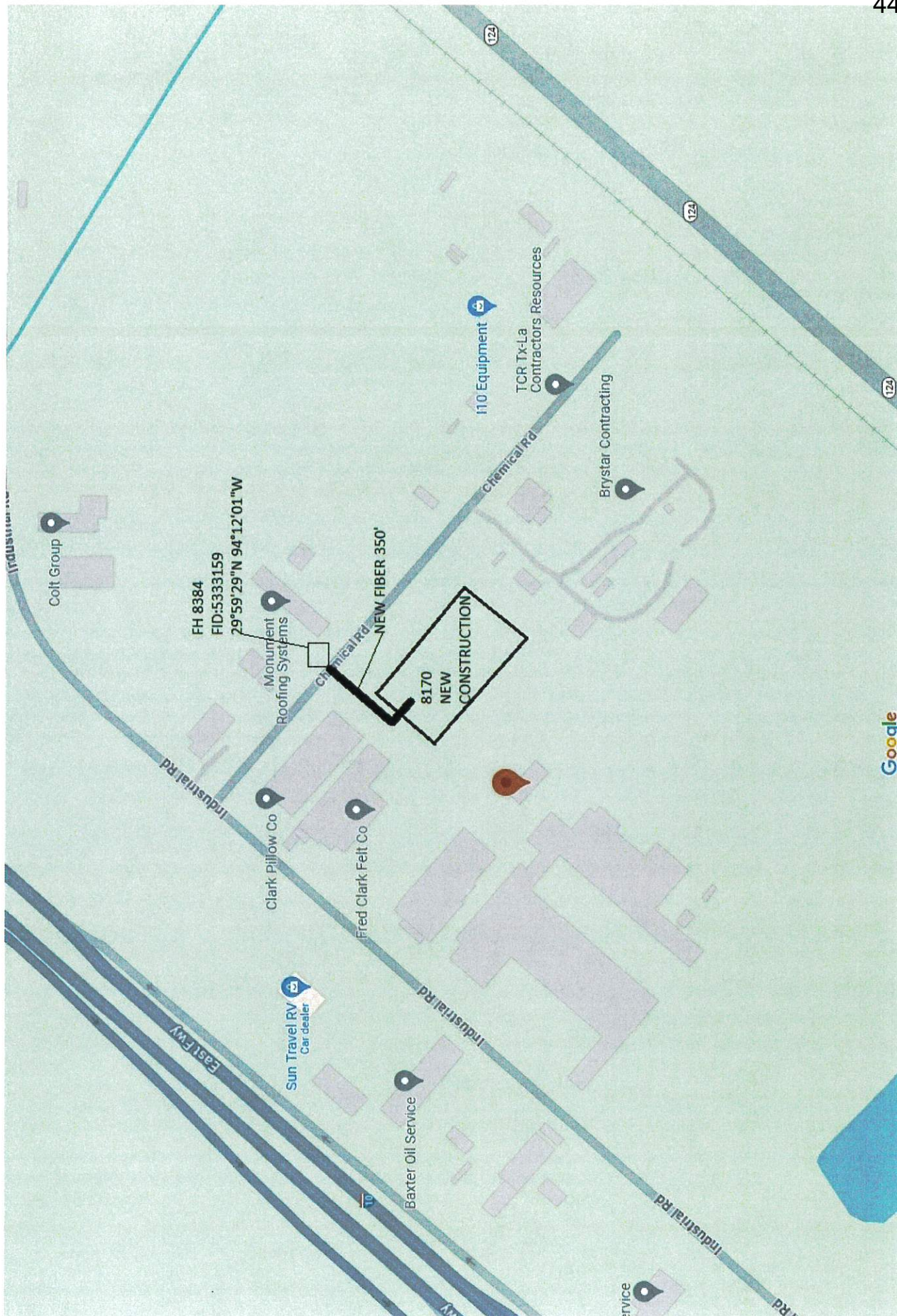


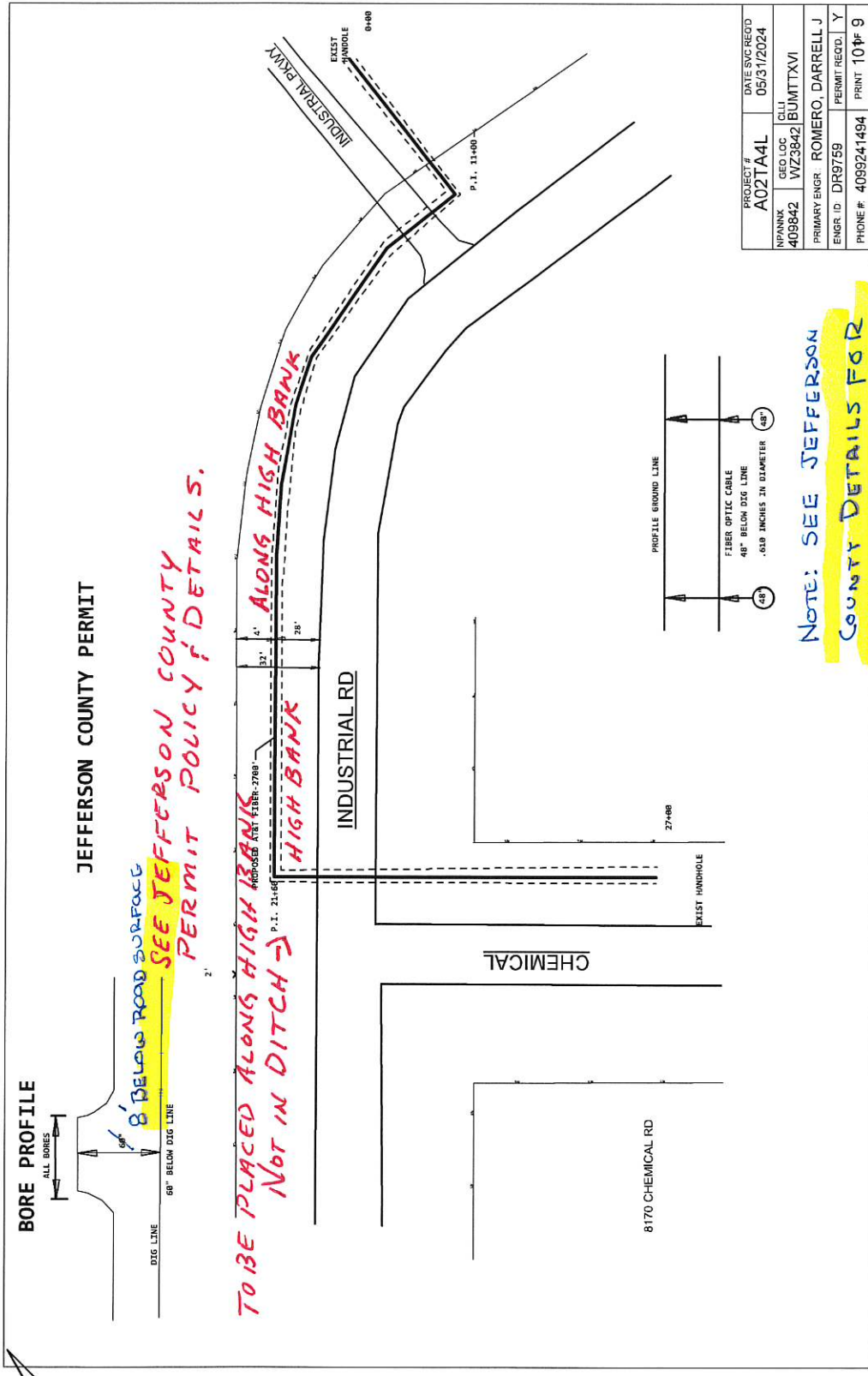
JEFFERSON COUNTY  
ENGINEERING DEPARTMENT

**PIPELINE DETAILS (STD)**

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







JEFFERSON COUNTY PERMIT

*8' BELOW ROAD SURFACE  
SEE JEFFERSON COUNTY PERMIT POLICY F.DETAILS.*

*TO BE PLACED ALONG HIGH BANK  
NOT IN DITCH →*

*ALONG HIGH BANK  
HIGH BANK*

**NOTE: SEE JEFFERSON COUNTY DETAILS FOR**

**REQUIRED DEPTH OF COVER IN ROW.**

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







## FOR COMMON CARRIER PIPELINE COMPANY ONLY

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


Enclosed, please find the required application fee:

<u>1</u>	road crossing @ \$100.00	<u>Bighill</u>	\$ <u>N/A</u>
<u>585ft</u>	miles parallel @ \$150.00/mile or fraction		\$ <u>N/A</u>
	TOTAL		\$ <u>N/A</u>

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

### ENGINEERING ACTION FORM

The minimum standard bond required is \$N/A

  
 \_\_\_\_\_  
 County Engineer

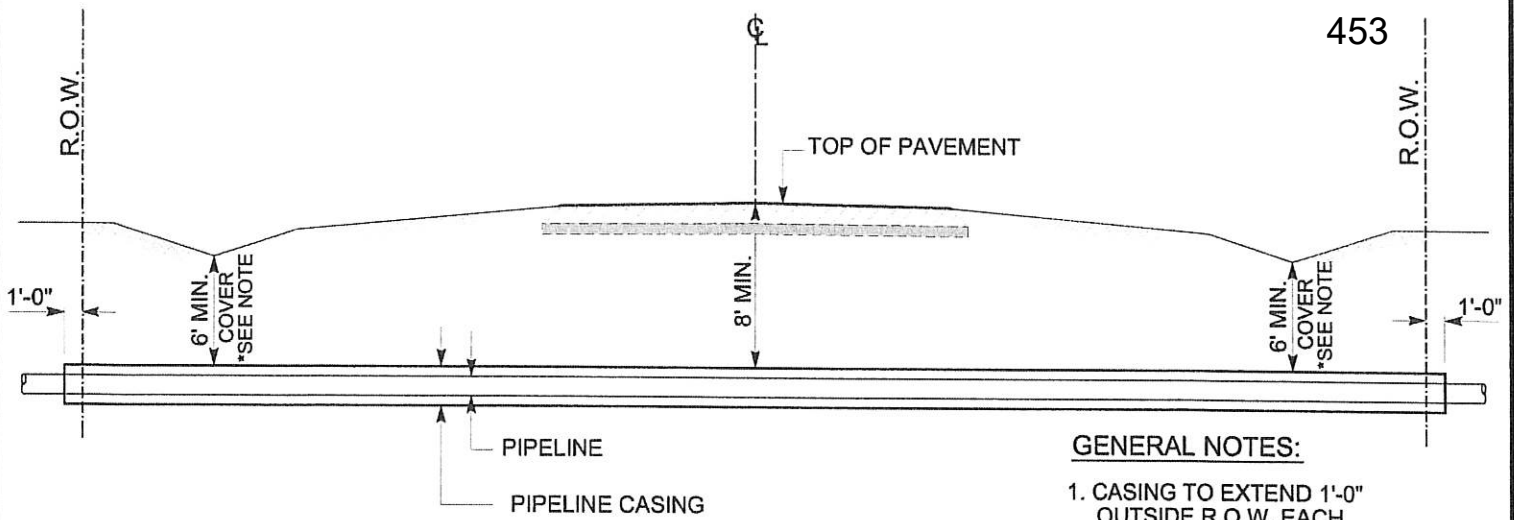
04/30/2024  
 \_\_\_\_\_  
 Date

### COMMISSIONERS COURT ORDER

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

COMMISSIONERS COURT

By   
 \_\_\_\_\_  
 County Judge

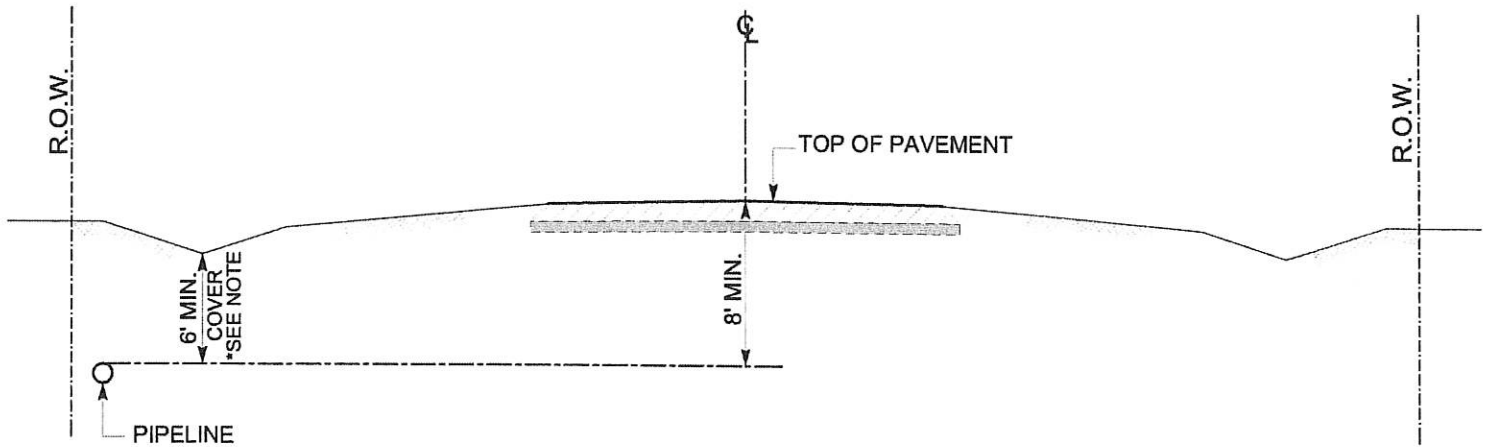


**GENERAL NOTES:**

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3. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

**1.) STANDARD PIPELINE CROSSING**

N.T.S



**GENERAL NOTES:**

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

**2.) STANDARD PARALLEL LINE**

N.T.S



JEFFERSON COUNTY  
ENGINEERING DEPARTMENT

**PIPELINE DETAILS (STD)**

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

NOTICE OF PROPOSED UTILITY LINE INSTALLATION  
ON JEFFERSON COUNTY, TEXAS RIGHTS OF WAYS  
(A02PLNH-BYERS-24784 BIG HILL RD)

Date: Monday, April 22, 2024

To: Jefferson County - Texas  
C/O: Ernest Clement, Engineering Specialist  
Engineering Dept.  
1149 Pearl Street, 5<sup>th</sup> floor  
Jefferson County Courthouse  
Beaumont, TX 77701

Office: (409) 835-8584  
Via Email: [ernest.clement@jeffcotx.us](mailto:ernest.clement@jeffcotx.us)

This letter is to provide notice of proposed work for providing public utility of data communications in the rights of ways of affected streets in the City's jurisdiction. Please see the plan set attachment for consideration of no objection to proposed work included with this request. Notice is hereby given that AT&T Communications "Company" is proposing work that affects rights of ways of the following streets that can be described as follows:

**6 FEET (SEE JEFFERSON COUNTY PERMIT APPLICATION.)**

*Directional bore at 60" depth to place proposed fiber cable in 1.25" innerduct at the existing hand hole located in the NE ROW of Big Hill Rd, 1594 feet NW of the Centerline of Wilber Rd.*

The location and description of proposed work and appurtenances is more fully shown by drawings attached to this notice. Note applicant's exemption from providing engineer's seal to proposed drawings & other documents for projects below cost threshold per Texas Board of Professional Engineers and Land Surveyors

<https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf>

and concerning telecommunication purposes outlined in Occupations Code Title 6.

<https://statutes.capitol.texas.gov/docs/oc/html/oc.1001.htm>

The line will be constructed and maintained on the street right-of-way as shown on the attached drawings and as directed by the City in accordance with governing laws.

Company acknowledges proper traffic control measures complying with applicable portions of the Texas manual of uniform traffic control devices required for adoption by the "Uniform act regulating traffic on highways" (V.A.C.S. Art. 6701d). All work can be performed without interrupting the flow of traffic; however, if diverting traffic becomes necessary, TCP (1-1)-18 with lane closures has been included.

Proposed construction is requested to begin on or after Monday, 04/08/2024 or as soon as possible.

Firm: AT&T Communications Inc. C/O: Byers Engineering  
Requestor: Byers Engineering for AT&T Communications Inc.  
By: Samuel Cowen, Byers Engineering: Permit Specialist

AT&T Communications Inc.



# PROJECT OVERVIEW

(A02PLNH-BYERS-24784 BIG HILL RD)





REQUIREMENT NOTICES

COMMISSIONER PRECINCT # : 3  
 COMMISSIONER NAME: MICHAEL SHANE SINEGAL  
 COMMISSIONER PRECINCT PHONE: (409) 983-8300

- CONTRACTOR TO CONTACT DESIGNATED HARRIS COUNTY PRECINCT OFFICE LISTED ABOVE AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
- CONTRACTOR TO CONTACT LOCATE & EXPOSE ALL UTILITIES IN AREA BEFORE BORING OR CROSSING. IN THE EVENT OF DAMAGE TO EXISTING UNDERGROUND UTILITIES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE AFFECTED UTILITY COMPANY AND THE COMMISSIONER PRECINCT, WILBER RD, AT THE LATEST LOCAL CONTACT WATER AGENCY AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
- IF PROPOSED WORK IS WITHIN 100 FEET OF A SIGNALIZED INTERSECTION, THE CONTRACTOR SHALL CONTACT HARRIS COUNTY DESIGNATED TRAFFIC OPERATIONS AT LEAST 48 HOURS PRIOR TO CONSTRUCTION TO HAVE UNDERGROUND SIGNALS RELOCATED OR MARKED.
- CONTRACTOR SHALL PROVIDE DRAWINGS FOR ALL WORK SUBMITTED TO HARRIS COUNTY PER CURRENT REGULATIONS. PRIOR TO REQUESTING THE INSPECTION AND POWER RELEASE, SUBMIT THE DRAWINGS TO: ROWASUBMIT@HARRISCOUNTYTX.GOV
- 48 HOUR NOTICE: CONTRACTOR SHALL NOTIFY HARRIS COUNTY PRIOR TO COMMENCING CONSTRUCTION AND FOR BACKFILLING ANY UTILITIES, DEPARTMENTS (936) 551-3983 OR BY EMAIL AT: DEPARTMENT@HARRISCOUNTYTX.GOV. INSPECTIONS REQUESTS CAN BE MADE ON THE HARRIS COUNTY PERMITS WEBSITE

**TRAFFIC AND CONSTRUCTION OPERATION SPECIFICATIONS:**

- ALL CONSTRUCTION CAN BE COMPLETED IN THE P.M. WITHOUT INTERRUPTING THE FLOW OF TRAFFIC.
- ROAD MUST REMAIN ACCESSIBLE TO TRAFFIC AT ALL TIMES. BLOCKING OF LANES DURING CONSTRUCTION IS STRICTLY PROHIBITED.
- CONTRACTOR SHALL SUPPLY AND INSTALL TRAFFIC CONTROL DEVICES IN STRICT COMPLIANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2003 EDITION. ALL DEVICES MUST INCLUDE ADEQUATE FLAGMEN, SIGNS, AND SIGNALS TO ENSURE FULL PUBLIC SAFETY. NO MORE THAN ONE TRENCH OPENED AT ONE TIME THAT CAN BE BACKFILLED AND COMPACTED IN 10' LIFTS AT THE END OF EACH WORK DAY. (NO TRENCH LEFT OPEN OVERNIGHT).
- ALL EXCESS EXCAVATION TO BE REMOVED FROM ROAD RIGHT OF WAY AT THE END OF EACH WORK DAY. ALL EXCESS EXCAVATION TO BE REMOVED FROM DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
- CONSTRUCTION TO TAKE PLACE DURING WEEKDAYS.
- IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT PRECAUTIONS SHALL BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.

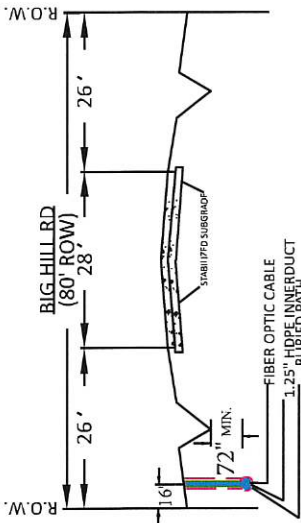
**ADDITIONAL TRAFFIC NOTES FROM HARRIS COUNTY:**

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

**RESTORATION NOTES & SPECIFICATIONS**

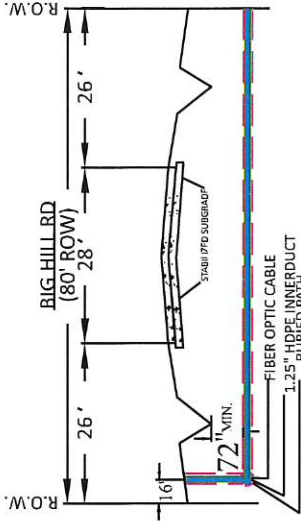
- CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO CONSTRUCTION.
- RIGHT-OF-WAY WILL BE RESTORED TO EQUAL OR BETTER CONDITION WHEN CONSTRUCTION IS COMPLETED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION TO PRE-CONSTRUCTION LEVELS. ANY EXCESS EXCAVATION FROM THE WORK SHALL BE REMOVED. THE UTILITY OWNER & THE COUNTY'S STATEMENT OF NO OBJECTION DOES NOT REMOVE THE UTILITY OWNER'S AND THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN

**OPEN DITCH ROADWAY**



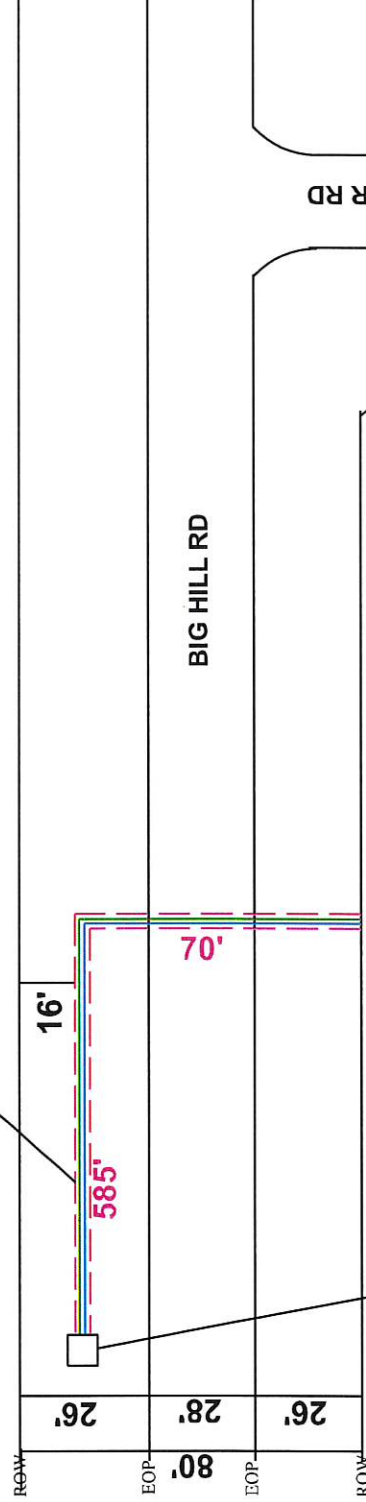
- PLACE FIBER OPTIC CABLE INSIDE 1.25" HDPE INNERDUCT CONDUIT AT A 72" MINIMUM DEPTH OF COVER MINIMUM CLEARANCE, FROM EITHER CROSSED GRADE OR DITCH LOWEST POINT TO CASING TOP, IS DEFINED AS THE MINIMUM OF: (A) 8' UNDER LOWEST ELEVATION OF THE ROAD PAVEMENT, (B) 72" BELOW LOWEST DITCH FLOW LINE ELEVATION, AND (C) 72" BELOW GRADE. ALL CONDUIT PLACEMENTS MUST ADHERE TO THESE REQUIREMENTS.
- ALL FIBER OPTIC CABLE, CONDUIT, & FEATURES PLACED, SHALL HAVE AT LEAST 2' HORIZONTAL & AT LEAST 2' VERTICAL CLEARANCE FROM ALL INFRASTRUCTURE, EXISTING PIPELINES & UTILITY LINES.
- PROPOSED CONDUITS TO BE PLACED 16" FROM THE ROW

**OPEN DITCH ROADWAY**



- PLACE FIBER OPTIC CABLE INSIDE 1.25" HDPE INNERDUCT CONDUIT AT A 72" MINIMUM DEPTH OF COVER MINIMUM CLEARANCE, FROM EITHER CROSSED GRADE OR DITCH LOWEST POINT TO CASING TOP, IS DEFINED AS THE MINIMUM OF: (A) 8' UNDER LOWEST ELEVATION OF THE ROAD PAVEMENT, (B) 72" BELOW LOWEST DITCH FLOW LINE ELEVATION, AND (C) 72" BELOW GRADE. ALL CONDUIT PLACEMENTS MUST ADHERE TO THESE REQUIREMENTS.
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- PROPOSED CONDUITS TO BE PLACED 16" FROM THE ROW

DIRECTIONAL BORE AT 72" DEPTH TO PLACE PROPOSED FIBER CABLE IN 1.25" INNERDUCT



EXISTING HAND HOLE (29.751200, -94.235288) LOCATED IN THE NE ROW OF BIG HILL RD, 1594 FT NW OF THE C/L OF WILBER RD

# UTILITY AND COMMON CARRIER PIPELINE POLICY

## GENERAL REQUIREMENTS

### Who Must Apply

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

### Application

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

### Determination

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

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

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

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

### Maintenance, Alteration or Removal

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

### Time Limits

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

### Existing Permits

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

## **GENERAL PRINCIPLES**

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

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

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



### Responsibility for Repairs

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

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

## **SPECIFICATIONS**

### General

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

### Line Crossing, Method of Placement (See Standard Detail)

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

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

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

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

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

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

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

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

Lines paralleling Method of Placement (See Standard Detail)

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

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

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

Pole, Lines, Location

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

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

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

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

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

Inspection Notice

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

### Line Markers

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

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

### Traffic Control

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

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

### Bonds

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

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

### Application Fee

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

## **ROUTE MAP**

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

15010-00 0000ENV  
07 - OW - 24OFFICE LOCATIONSHouston, TX  
Midland, TXCORPORATE OFFICE116 Venture Blvd.  
Houma, LA 70360

Phone: 985-879-2731

TX Survey Firm Registration: 10193786



April 9, 2024

Jefferson County Courthouse  
Engineering Dept. Attn: Ernest Clement  
1149 Pearl Street, 5th Floor  
Beaumont, TX 77701RE: Enterprise Ethane Pipeline LLC  
Proposed 30-Inch Pipeline  
**Jefferson County Overweight Vehicle Permit and Road Use Agreement**

Dear Mr. Clement:

On behalf of Enterprise Ethane Pipeline LLC, I have been appointed as their agent in obtaining the necessary permits for the above referenced project. Enterprise Ethane Pipeline LLC respectfully requests permission to use Ebner Road, Clark Road, Willis Road, League Road, and Johnson Road for access of pipeline construction equipment and materials. Construction is scheduled to begin in June 2024.

Enclosed are one (1) original application package and six (6) copies of the application package, which entails the overweight vehicle permit, the road use agreement, and the maps of the roads proposed for use. Also enclosed is a check in the amount of \$500.00 to pay for the overweight vehicle permit fee and a bond in the amount of \$1,100,000.

If any additional information is required, please do not hesitate to contact me at (985) 853-3943 or at mcapello@mphinc.com. Please send any correspondence to my attention at the Houma, PO Box above.

Sincerely,

Michael Capello  
Senior Regulatory Manager

Enclosures



04/30/2024

Application Date

N/A

State Permit Number  
(If Applicable)



07-OW-24

Permit Number

4

Precinct Number

464

# JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Enterprise Ethane Pipeline LLC Phone Number: 713-381-6895 - Jeff Waldo

Business Address: 1100 Louisiana St.; Houston, TX 77002

Local Representative: Larry Rose 225-316-8473

Description of Work/Type/Location: Construction of a 30" steel pipeline between near Fannett, TX to Mont Belvieu, TX. Heavy pipeline construction equipment and materials for pipeline construction.

Description of Route: See attached route map.

Ebner Rd, Clark Rd, Willis Rd, League Rd, and Johnson Rd

Bond Number: 1201473

Bond Amount: \$1,100,000

Check Applicable Boxes:  Under 100,000 Lbs.  Over 100,000 Lbs.  Over 200,000 Lbs.  
 90 Day Renewal Permit (\$200 Fee) Original Permit Number: \_\_\_\_\_  
 One (1) Year Annual Permit (\$500 Fee)

Permit Approved:  Yes  No (If No Reason) \_\_\_\_\_

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Enterprise Ethane Pipeline LLC  
Business Name

1100 Louisiana St  
Mailing Address  
Houston, TX 77002

Jeff Waldo Agent and Attorney-in-Fact  
Representative Name and Title

Jefferson County

Michael Dept  
County Engineer

Mark Z...  
Precinct Superintendent

[Signature]  
Engineering Specialist

Jeffery Waldo, Agent and Attorney-in-Fact  
Representative Signature and Date





- 4. Company shall provide a surety bond in the sum of [\$ 1,100,000 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
- 5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 1 of Jefferson County, Texas before transporting any equipment on County [road name: See attached map and County [2nd road name: \_\_\_\_\_] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 29 day of APRIL, 2024

[Signature]  
Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 30 day of April, 2024

Attest:

[Signature] - Chief Deputy County Clerk  
Jefferson County Clerk

[Signature], Agent and Attorney-in-fact  
Authorized Agent for Enterprise Ethane Pipeline LLC





## Exhibit 1

## Estimate of Cost:

Length of [1<sup>st</sup> road name]:  
 Type of road surface/material:  
 Number of culverts/bridges:  
 Any other special features:  
 Length of [2<sup>nd</sup> road name]:  
 Type of road surface/material:  
 Number of culverts/bridges:  
 Any other special features:

## Anticipated cost of Repair:

Repeat for each Road: [1<sup>st</sup> road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 37 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Equipment Operator \$ 35 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Other \$ 25 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 100 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Grader \$ 100 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Other \$ 100 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 168 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Asphalt \$ 168 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Other at \$ 168 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Total for [1<sup>st</sup> road name] \$ \_\_\_\_\_

See the attached approved vendor list.



**LICENSE & PERMIT BOND**

Bond Number 1201473

KNOW ALL MEN BY THESE PRESENTS, that we, Enterprise Ethane Pipeline LLC, as Principal (the "Principal"), and Arch Insurance Company, a corporation duly organized under the laws of the State of Missouri, as Surety (the "Surety"), are firmly bound unto Jefferson County, as Obligee (the "Obligee"), in the penal sum of \$ 1,100,000.00 for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been granted a Heavy Haul/Road Use - AFE A66651

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal shall indemnify and save harmless the Obligee against loss to which the Obligee may be subject by reason of the Principal's breach of any ordinance, rule or regulation relating to the above described license or permit, then this obligation shall be null and void, otherwise to remain in full force and effect; in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. The liability of the Surety hereunder shall in no event exceed the penal sum of this bond as stated above, regardless of the number of years this bond shall continue in force.
2. This obligation may be cancelled by the Surety by giving thirty (30) days notice in writing of its intention to do so to the Obligee, and the Surety shall be relieved of any further liability under this bond thirty (30) days after receipt of said notice by the Obligee, except for defaults occurring prior there
3. Any claim must be presented in writing to Arch Insurance Company to the attention of Arch Insurance Company, Claims Department, Three Parkway, Suite 1500, Philadelphia, PA 19102.

Signed and sealed this 27th day of March, 2024

WITNESS OR ATTEST:

[Signature]

Enterprise Ethane Pipeline LLC  
Principal

By: [Signature]  
Name & Title:

ARCH INSURANCE COMPANY  
Surety



[Signature]  
David T. Miclette, Witness

By: [Signature] (Seal)  
Lacey Hitchcock, Attorney-in-Fact



*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

### POWER OF ATTORNEY

#### Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

**Ashley Britt, Barry K. McCord, David T. Miclette, Jennifer Mitchell, Lacey Hitchcock, Lucas Lomax, Nikole Jeannette, Robert C. Davis, Robert M. Overbey, Jr., Stacey Bosley, Stacy Owens and Will Duke of Houston, TX (EACH) Norma Toups and Rita G. Gulizo of New Orleans, LA (EACH)**

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

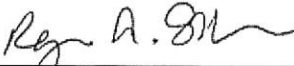
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

**VOTED**, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **12<sup>th</sup> day of September, 2023**.

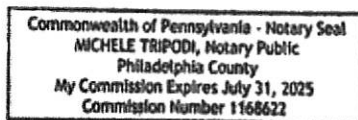
#### Attested and Certified



Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Arch Insurance Company

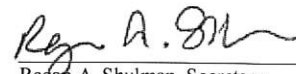


Stephen C. Ruschak, Executive Vice President

#### CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated September 12, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this **27<sup>th</sup> day of March**, 20 **24**.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at [SuretyAuthentic@archinsurance.com](mailto:SuretyAuthentic@archinsurance.com)  
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**

## IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### Arch Insurance Group

To get information or file a complaint with your insurance company or HMO:

Call: **Arch Insurance Group** at **1-866-413-5550**

Toll-free: **1-866-413-5550**

Online: <http://www.archcapgroup.com>

Email: [consumercomplaints@archcapservices.com](mailto:consumercomplaints@archcapservices.com)

Mail: **Harborside 3, 210 Hudson Street, Suite 300, Jersey City, NJ 07311-1107**

### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### Arch Insurance Group

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: **Arch Insurance Group** al **1-866-413-5550**

Teléfono gratuito: **1-866-413-5550**

En línea: <http://www.archcapgroup.com>

Correo electrónico: [consumercomplaints@archcapservices.com](mailto:consumercomplaints@archcapservices.com)

Dirección postal: **Harborside 3, 210 Hudson Street, Suite 300, Jersey City, NJ 07311-1107**

### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

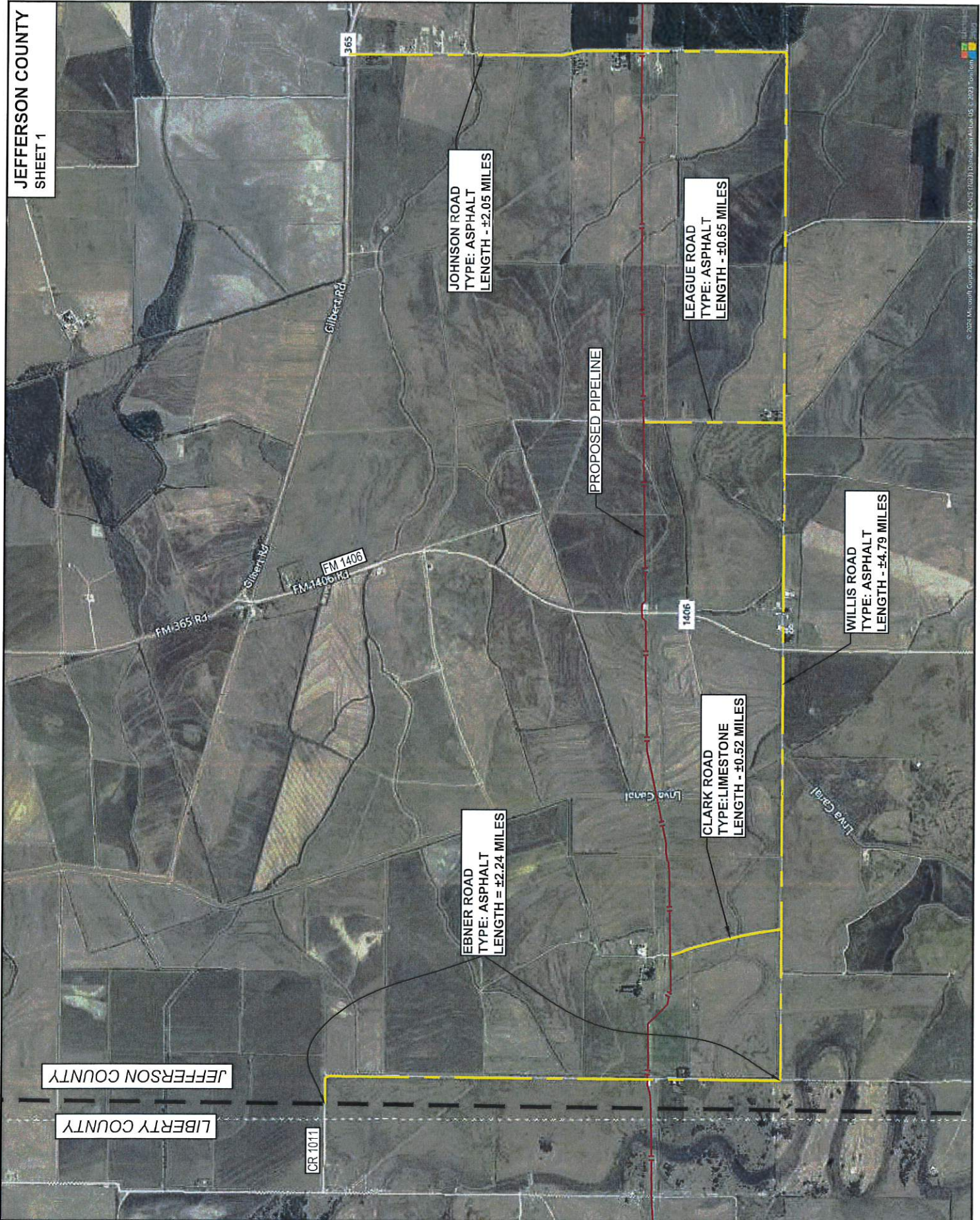
Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030



JEFFERSON COUNTY  
SHEET 1



JOHNSON ROAD  
TYPE: ASPHALT  
LENGTH - ±2.05 MILES

LEAGUE ROAD  
TYPE: ASPHALT  
LENGTH - ±0.65 MILES

WILLIS ROAD  
TYPE: ASPHALT  
LENGTH - ±4.79 MILES

EBNER ROAD  
TYPE: ASPHALT  
LENGTH - ±2.24 MILES

CLARK ROAD  
TYPE: LIMESTONE  
LENGTH - ±0.52 MILES

PROPOSED PIPELINE

JEFFERSON COUNTY

LIBERTY COUNTY

CR 1011

365

Gilbert Rd

Gilbert Rd

FM 1406

FM 1406

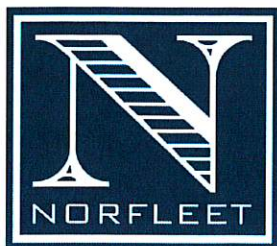
FM 365 Rd

1406

Lava Canal

Lava Canal





April 6, 2024

JEFFERSON COUNTY  
1149 PEARL ST  
BEAUMONT, TX 77701-3638

Re: Sabine Crossing, LLC  
Sabine Pass Stage 5 Expansion Project

Dear JEFFERSON COUNTY:

Sabine Crossing, LLC ("Sabine Crossing") proposes to build, own, and operate a new, 48-inch diameter pipeline of approximately 57.5 miles in length extending from the Sabine Pass Terminal in Cameron Parish, Louisiana, under the Sabine-Neches Waterway into Jefferson and Liberty County, Texas. It will connect with interstate and/or intrastate pipelines, either existing or developed by others in the future. The proposed project also includes receipt meter station(s) with interconnecting pipelines in Jefferson County and a delivery interconnection facility within the Sabine Pass LNG facility in Cameron Parish, Louisiana.

The Sabine Crossing pipeline is proposed to be an open-access, interstate pipeline to be certificated by the Federal Energy Regulatory Commission (FERC) under Section 7(c) of the Natural Gas Act. On September 5, 2023, the FERC authorized the addition of Sabine Crossing to the existing pre-filing review for the Sabine Pass Stage 5 Expansion Project in Docket No. PF23-2-000.

As a standard part of the pipeline route evaluation process, civil engineering and environmental surveys along the proposed pipeline's potential route are conducted. We have determined that one of the potential routes currently under evaluation may cross your property, and we respectfully seek your permission to conduct these essential surveys.

Survey crews are scheduled to begin conducting surveys in April 2024. Precautions will be taken to minimize the impact of the survey work on you and your property. To help us minimize any impact on your daily activities, we ask that you complete the attached form to request any special precautions for our survey crews and if/how you would like us to coordinate property access with you or your designated representative.

To provide your consent, please sign the bottom portion of **Attachment 1 - Survey Access Form**.

The completed form should be returned to: Norfleet Land Services, LLC via the self-addressed stamped envelope provided. If you have any survey-related questions or would like more information about this request, please do not hesitate to contact me at (318) 229-7348 or via email at [greg.wilder@norfleetland.com](mailto:greg.wilder@norfleetland.com). We appreciate your cooperation.

Sincerely,  
*Greg Wilder*

**SURVEY ACCESS FORM**

State of Texas Tract No.: CSC-TX-JEF-0101.000

County of JEFFERSON Date: \_\_\_\_\_

Property Owner: JEFFERSON COUNTY  
Address: 1149 PEARL ST BEAUMONT, TX 77701-3638  
Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

Tenant / Other: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**NOTES AND SPECIAL INSTRUCTIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPERTY DESCRIPTION:**  
TR 3 751 J S GALLIER 2.9659

\_\_\_\_\_  
\_\_\_\_\_

Access and license is hereby granted to Sabine Crossing, LLC, its agents and employees to enter upon the above described premises to perform work on said premises which shall include the conducting/making of surveys, including, but not limited to: the placement of stakes, line of sight clearing, civil, geotech, environmental/archaeological, valuation studies, and all other surveys necessary or desirable for purposes for purposes of routing of a proposed pipeline.

**Sabine Crossing, LLC,**

**Landowner/Tenant(s):**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name 

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date: 4-29-21

**SURVEY ACCESS FORM**

State of Texas

Tract No.: CSC-TX-JEF-0132.000

County of JEFFERSON

Date: \_\_\_\_\_

Property Owner: JEFFERSON COUNTY

Address: 1149 PEARL ST BEAUMONT, TX 77701-3638

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Tenant / Other: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**NOTES AND SPECIAL INSTRUCTIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPERTY DESCRIPTION:**

PT TR 9 12 N COLEMAN 89.838 TRACT 9 89.838 ACRES

Access and license is hereby granted to Sabine Crossing, LLC, its agents and employees to enter upon the above described premises to perform work on said premises which shall include the conducting/making of surveys, including, but not limited to: the placement of stakes, line of sight clearing, civil, geotech, environmental/archaeological, valuation studies, and all other surveys necessary or desirable for purposes for purposes of routing of a proposed pipeline.

**Sabine Crossing, LLC,**

**Landowner/Tenant(s)**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date: 4-29-24

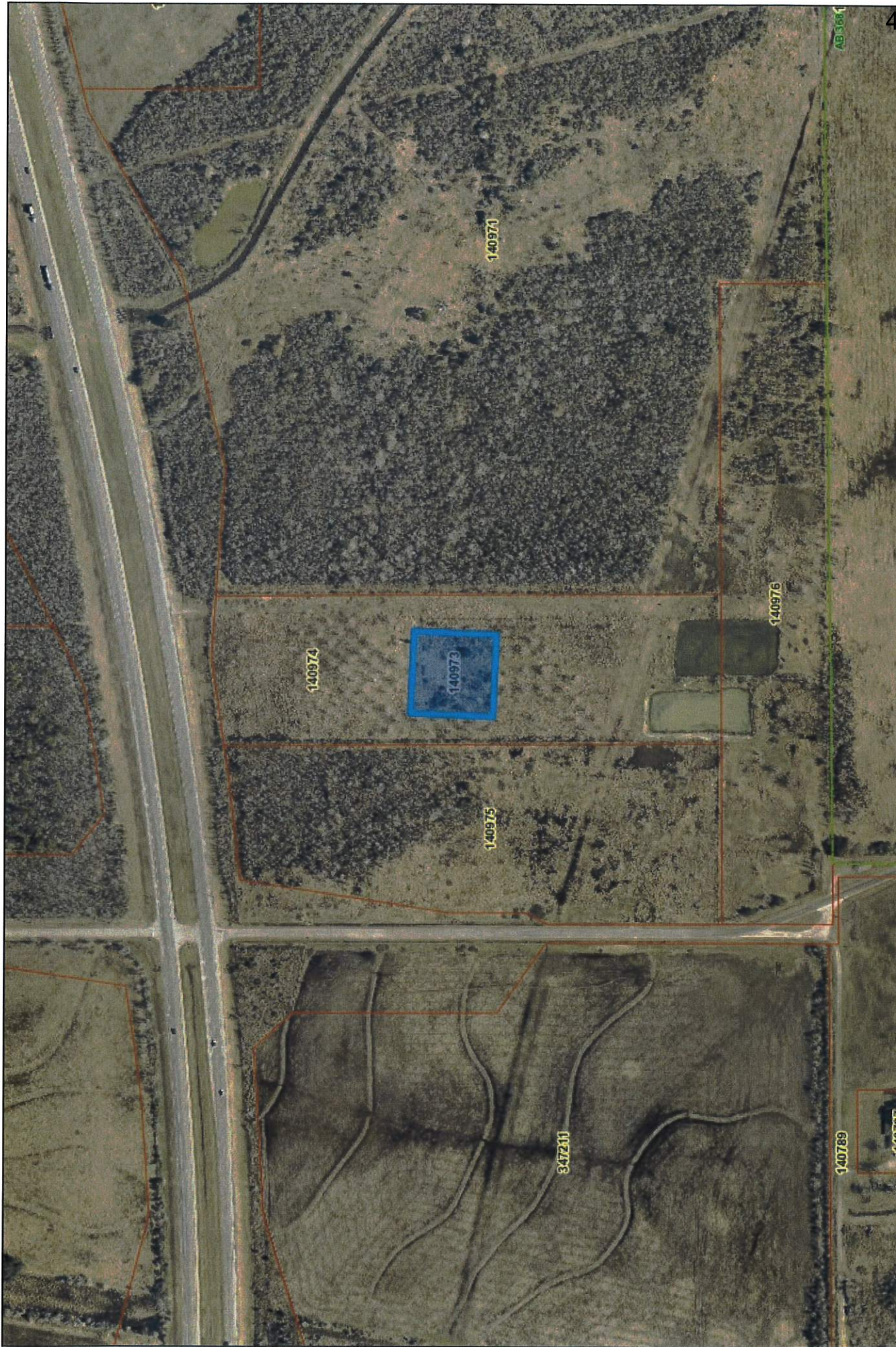
## Property Details

<b>Account</b>		
<b>Property ID:</b>	140973	<b>Geographic ID:</b> 300509-000-023000-00000
<b>Type:</b>	Real	<b>Zoning:</b>
<b>Property Use:</b>	CJ REAL VACANT JEFFERSON COUNTY	<b>Condo:</b>
<b>Location</b>		
<b>Situs Address:</b>	18235 HWY 73 BEAUMONT, TX 77705	
<b>Map ID:</b>	0	<b>Mapsco:</b> 103-04
<b>Legal Description:</b>	PT TR 24 509 L HAMSHIRE 1.000 SEC 198-B	
<b>Abstract/Subdivision:</b>	300509-000 - 509 L. HAMSHIRE	
<b>Neighborhood:</b>		
<b>Owner</b>		
<b>Owner ID:</b>	456568	
<b>Name:</b>	JEFFERSON COUNTY	
<b>Agent:</b>		
<b>Mailing Address:</b>	1149 PEARL ST BEAUMONT, TX 77701-3638	
<b>% Ownership:</b>	100.0%	
<b>Exemptions:</b>	EX-XV - Other Exemptions (including public property, religious organizations, charitable organizations, and other property not reported elsewhere) For privacy reasons not all exemptions are shown online.	

## Property Values

<b>Improvement Homesite Value:</b>	N/A (+)
<b>Improvement Non-Homesite Value:</b>	N/A (+)
<b>Land Homesite Value:</b>	N/A (+)
<b>Land Non-Homesite Value:</b>	N/A (+)



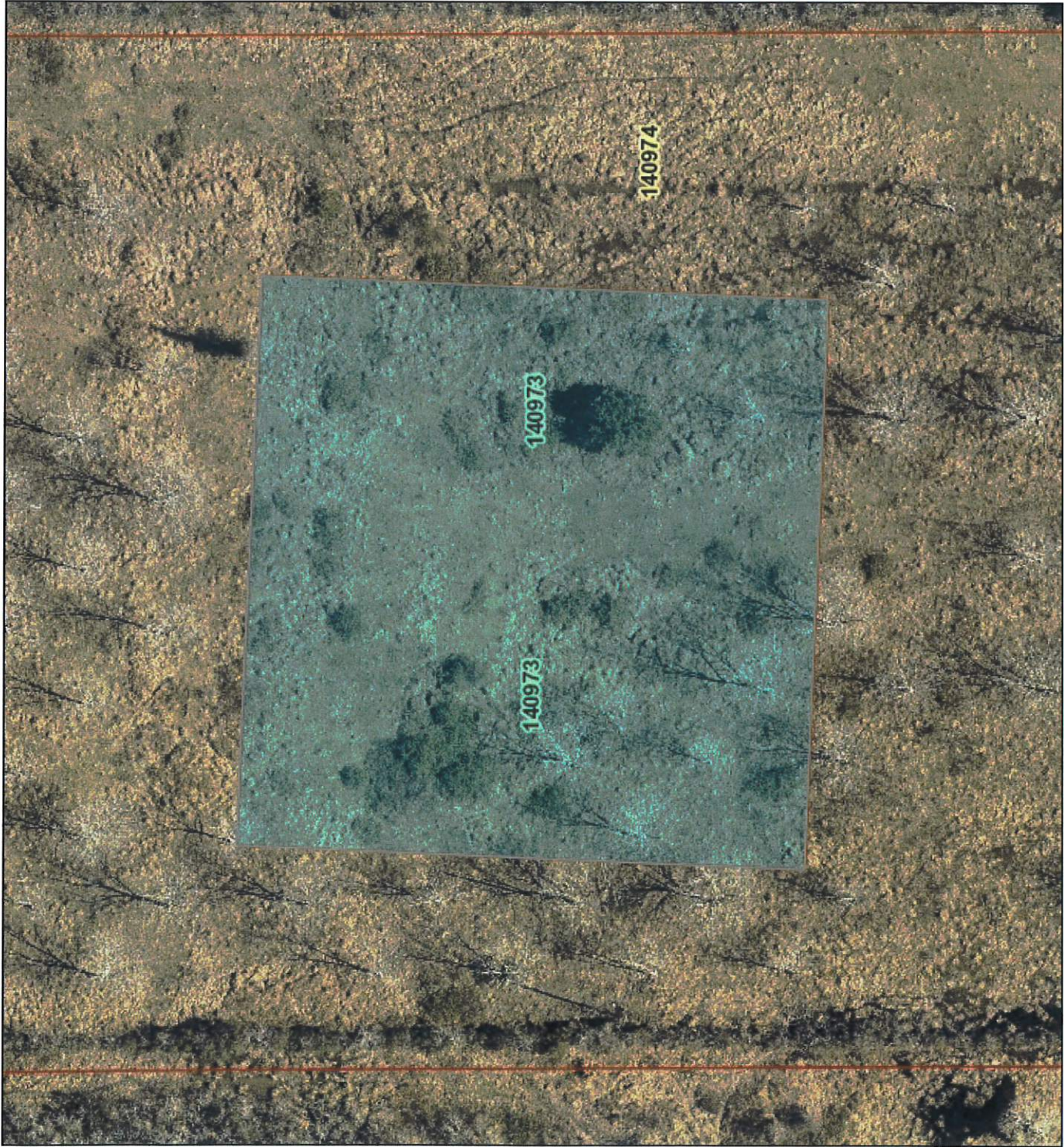


This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Enter Map Title...  
Web Print: 04/22/2024







PropID: 140973  
PropIDPadded: 000140973  
GeographicID: 300509-000-023000-00000  
PropertyTypeCode: R  
PropertyType: Real  
PropertyUseCode: CJ  
PropertyUse: REAL VACANT JEFFERSON COUNTY  
LegalDescription: PT TR 24 509 L HAMSHIRE 1.000 SEC 198-B  
SiteAddress: 18235 HIGHWAY 73 BEAUMONT, TX 77705  
Mapsc0: 103-04  
MapID: 0  
Owner1: JEFFERSON COUNTY  
Owner1Address: 1149 PEARL ST BEAUMONT TX 77701-3638  
OwnerID: 456568  
PercentOwnership: 100  
Exemptions: EX-XV





#106/10687-TW  
GENERAL WARRANTY DEED

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

Date: August 4, 2009

Grantor(s): Donald D. Opie and Agnes Opie

Grantors' mailing address: 18235 HWY 73  
Beaumont, Texas 77705

Grantee: Jefferson County, Texas

Grantee's mailing address: 1149 Pearl St.  
Beaumont, TX 77701

Consideration: \$10.00 and other good and valuable consideration

Property: Legal Description: A 11.11 acres of land out of and a part of the Lovan Hamshire Survey, 189-B, Abstract 509, Jefferson County, Texas and being part of the same land conveyed to C. H. Grove by Nathen Blevins and Anthony Oswald by deed executed September 29, 1900 and recorded in Volume 35, Page 6 of the Deed Records of Jefferson County. Said 11.11 acres being the same property described in Warranty Deed to the Veterans Land Board of the State of Texas filed under Clerk's File No. 8603815 being Film Code No. 101-31-1733 of the Official Records of Jefferson County, Texas.

Physical Address: 18235 HWY 73, Beaumont, Texas 77705

**Grantee's Restrictive Covenants:** Grantee covenants and agrees to hold the Property subject to the terms of the Stafford Act, regulations promulgated thereunder (44 C.F.R. 206.434), and the grant award letter dated April 14, 2009 by and between Jefferson County and State of Texas, Governor's Division of Emergency Management. Grantee further covenants and agrees (i) to maintain in perpetuity the property for uses compatible with open space, recreational, or wetlands management practices, (ii) after completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal entity or source, and no Federal entity or source will provide such assistance, and (iii) no new structure(s) will be built on the property except as indicated below:

- (a) a public facility that is open on all sides and functionally related to a designated open space or recreational use;
- (b) a rest room,
- (c) a structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Director of the Federal Emergency Management Agency (FEMA) or an official to whom the Director of FEMA has expressly delegated authority to issue rules, before the construction of the structure begins.

Grantor(s), for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's successors, and assigns forever. Grantor(s) bind Grantor(s) and Grantors' heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any party thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

**GRANTORS:**

 [signature]  
Donald D. Opie

 [signature]  
Agnes Opie



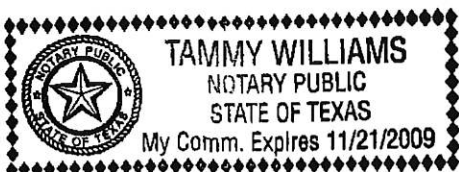
State of Texas:

County of Jefferson:

This instrument was acknowledged before me on the 4 day of ~~July~~, 2009 by Donald D. Opie.

*August*

*[Signature]*  
Notary Public, State of Texas



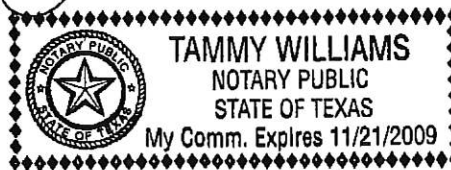
State of Texas:

County of Jefferson:

This instrument was acknowledged before me on the 4 day of ~~July~~, 2009 by Agnes Opie.

*August*

*[Signature]*  
Notary Public, State of Texas



ACCEPTED BY:

Jefferson County, Texas

By: *[Signature]*  
Patrick Swain, County Auditor

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Carolyn L. Guidry*

2009 Aug 05, 01:51 PM

2009030160

JAMES: \$20.00

CAROLYN L. GUIDRY, COUNTY CLERK

JEFFERSON COUNTY, TEXAS

AFTER RECORDING, RETURN TO:

Texas Regional Title  
3195 Dowlen Road, Ste 108  
Beaumont, Texas 77706  
Attn.: Tammy Williams

**PART OF FOREGOING  
INSTRUMENT ILLEGIBLE  
AT TIME OF FILING**



CSC-TX-JEF-0132.000  
JEFFERSON COUNTY

87

Port Arthur Canal

S Gulfway Dr

Port Arthur



Legend  
Tract Boundaries

Centerline Length (ft): 1,642.95

CSC-TX-JEF-0132.000

JEFFERSON COUNTY

JEFFERSON COUNTY

ALL ROUTES ARE PRELIMINARY  
AND COULD CHANGE.

481

Date: 4/17/2024

Revision: 00





# 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 30 day of April, 2024, 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:

**WHEREAS**, Barbara Bryant has devoted 11 years and 3 months of her life serving the citizens of Jefferson County with pride and professionalism; and

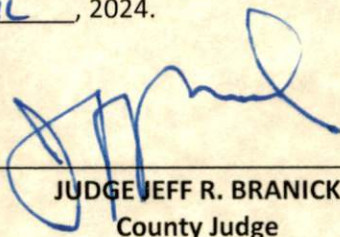
**WHEREAS**, Barbara Bryant has made an outstanding contribution to the Jefferson County Juvenile Probation Department and the quality of Juvenile Justice in Jefferson County. During her career with Jefferson County, She served admirably in the capacity of a Lead Juvenile Supervision Officer and Juvenile Supervision Officer.

**WHEREAS**, through hard work and commitment to excellence, Barbara Bryant has earned the respect of her colleagues and the citizens of Jefferson County; and

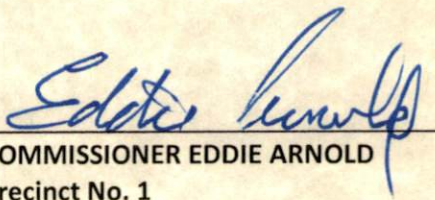
**WHEREAS**, having made a significant contribution to the Juvenile Probation Department, Barbara Bryant is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by her friends and co-workers.

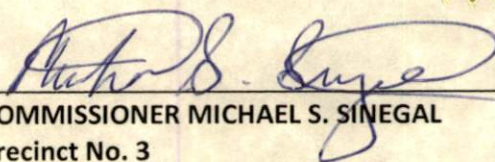
**NOW, THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend Barbara Bryant for her dedicated service as a valuable employee of Jefferson County Juvenile Probation Department and wishes her well in her retirement.

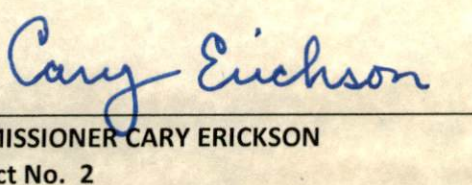
SIGNED this 29<sup>th</sup> day of April, 2024.

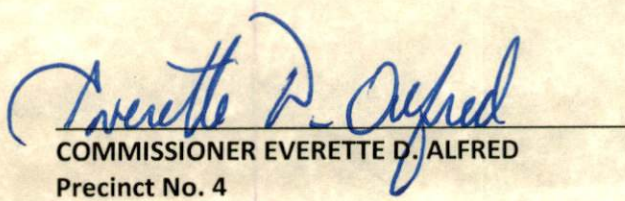
  
 \_\_\_\_\_  
 JUDGE JEFF R. BRANICK  
 County Judge



  
 \_\_\_\_\_  
 COMMISSIONER EDDIE ARNOLD  
 Precinct No. 1

  
 \_\_\_\_\_  
 COMMISSIONER MICHAEL S. SINEGAL  
 Precinct No. 3

  
 \_\_\_\_\_  
 COMMISSIONER CARY ERICKSON  
 Precinct No. 2

  
 \_\_\_\_\_  
 COMMISSIONER EVERETTE D. ALFRED  
 Precinct No. 4





Remit to:  
P.O. Box 890635  
Charlotte, NC 28289-0635

00000524723400-707JEFFEC0U1&707000007165343000007427645

----- INVOICE -----

Jefferson County  
215 Franklin St, Suite 202  
Beaumont, TX 77701-0000

Invoice Date 04/09/24  
Invoice No. 5247234  
Bill-To Code 707JEFFECOU1  
Client Code 707JEFFECOU1  
Inv Order No. 707\*7165343

Named Insured: Jefferson County

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: McGriff Insurance Services LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
04/06/24	04/06/24 to 04/06/25	Liberty Surplus Insurance Corp Policy No. IRONTX12376602 Renewal - General Liability CL	7,079.00
		Surplus Lines Tax - General Liability	343.33
		SL Stamping Fee - General Liability CL	5.31
		Invoice Number: 5247234      Amount Due:	7,427.64

Due upon Receipt or Effective Date, whichever is later | \*NEW\* Pay with Credit Card/ACH: <https://mcgriff.epaypolicy.com>





## LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")  
 175 Berkeley Street, Boston, MA 02116  
 Toll-free number: 1-800-677-9163

Loc. #	Location Name	Street Address	City	State	Postal Code
4	Prescint 2	7759 Viterbo Road	Beaumont	TX	77705
5	Prescint 3	5700 Jade Avenue	Port Arthur	TX	77640
6	Prescint 4	7780 Boyt Road	Beaumont	TX	77713
7	Service Center	Jerry Ware Drive	Beaumont	TX	77701
8	Sabine Pass Port Authority	5960 South 1st Avenue	Port Arthur	TX	77640
9	Sabine Courthouse	525 Lakeshore Drive	Port Arthur	TX	77640

b. Covered Storage Tank(s):

Loc. #	Tank #	Tank ID	UST/AST	Year Installed	Capacity Gallons	Construction	SW/DW	Contents	Tank Effective Date	Retro. Date	Deductible
1	1	1	UST	1991	6,000	Fiberglass Reinforced Plastic	Double Wall	Gasoline	October 30, 2023	April 06, 2009	\$50,000
1	2	2	UST	1991	2,500	Fiberglass Reinforced Plastic	Double Wall	Diesel	October 30, 2023	April 06, 2009	\$50,000
2	1	1	AST	2006	20,000	Coated or Bare Steel	Double Wall	Gasoline	October 30, 2023	April 06, 2006	\$10,000
2	2	2	AST	1999	20,000	Coated or Bare Steel	Double Wall	Jet Fuel	October 30, 2023	September 01, 1999	\$25,000
2	3	3	AST	1999	15,000	Coated or Bare Steel	Double Wall	Jet Fuel	October 30, 2023	September 01, 1999	\$25,000
2	4	4	AST	1999	15,000	Coated or Bare Steel	Double Wall	Other	October 30, 2023	September 01, 1999	\$25,000
3	1	1	AST	1991	4,000	Coated or Bare Steel	Double Wall	Diesel	October 30, 2023	January 01, 1991	\$25,000
4	1	1	AST	1999	2,000	Coated or Bare Steel	Single Wall	Gasoline	October 30, 2023	July 01, 1999	\$10,000
4	2	2	AST	1999	2,000	Coated or Bare Steel	Single Wall	Diesel	October 30, 2023	July 01, 1999	\$10,000
5	1	1	AST	1992	3,000	Cathodically Protected Steel	Double Wall	Gasoline	October 30, 2023	August 21, 1992	\$25,000
5	2	2	AST	1992	5,000	Cathodically Protected Steel	Double Wall	Gasoline	October 30, 2023	August 21, 1992	\$25,000
6	1	1	AST	1994	2,000	Cathodically Protected Steel	Double Wall	Gasoline	October 30, 2023	January 01, 1994	\$25,000



## LIBERTY SURPLUS INSURANCE CORPORATION

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 175 Berkeley Street, Boston, MA 02116  
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Loc. #	Tank #	Tank ID	UST/AST	Year Installed	Capacity Gallons	Construction	SW/DW	Contents	Tank Effective Date	Retro. Date	Deductible
6	2	2	AST	1994	2,000	Cathodically Protected Steel	Double Wall	Diesel	October 30, 2023	January 01, 1994	\$25,000
7	1	1	AST	1990	12,000	Coated or Bare Steel	Double Wall	Gasoline	October 30, 2023	January 05, 1990	\$25,000
8	1	1	AST	2008	8,000	Coated or Bare Steel	Double Wall	Gasoline	October 30, 2023	October 14, 2008	\$10,000
9	1	1	AST	2005	2,000	Coated or Bare Steel	Double Wall	Gasoline	October 30, 2023	April 06, 2006	\$10,000

<b>Item 7.</b>	POLICY PREMIUM	\$7,079
	TRIA PREMIUM: (Certified Acts of Terrorism)	REJECTED
	TRIA PREMIUM: (Non-Certified Acts of Terrorism)	REJECTED
	<b>TOTAL PREMIUM:</b>	\$7,079

Premium Due 30 days after the effective date shown above.

This policy, including all endorsements issued herewith, is hereby countersigned by

PRESIDENT

SECRETARY

Broker: MCGRIFF INSURANCE SERVICES, INC.  
 Broker Address: 10100 Katy Freeway  
 Suite #400  
 Houston, 5NY 77043  
 sshoemake@mcgriff.com



**CLAIM NUMBER:** JCNT 24000014  
**EMPLOYEE NAME:** JOEY RODRIGUEZ  
**DATE OF INJURY:** 04/05/2024

**Please respond to all questions below and verify that all the information is correct by replying to this e-mail. Please advise the amount of lost time below immediately if there is lost time or additional lost time in the future that is related to this injury.** If any information is changed since the initial submission on the First Report of Injury, please provide us with the appropriate information. This will be a permanent record for the file.

*Injured employees may be entitled to workers' compensation benefits when they lose wages or benefits because of the compensable injury. If an employee returns to work at restricted duty but does not earn the same weekly amount with the same benefits as before the injury (Average Weekly Wage), please notify the adjuster immediately.*

**Form Instructions: For Yes/No questions please indicate your response by typing out the word.**

1. Has the employee lost time due to this injury? (If no lost time to date, skip to #3)
2. What date did lost time begin?
3. If the employee returned to work, what date did the employee return?
4. During the 13 weeks before the injury, did the employee engage in any work activities that entitled them to extra pay, benefits, or overtime?
5. Will you be able to accommodate work restrictions? (If no, skip to #7)
6. If yes and the restrictions allow, would the employee be eligible for the same extra pay, benefits, or overtime?
7. Is the employee a substitute or temporary worker?
8. Reported body parts (Specify right, left or bilateral, if necessary) : Lumbar
9. Did employee seek medical treatment? (If no treatment, skip to #11)
10. Please provide the name of the doctor and/or the medical facility and include phone number if available:
11. Reported witnesses: Colton Lowe, body cam footage
12. Are there any personnel issues with the employee?
13. Is claim questionable for any reason?
14. Are there any prior injuries, health issues, or problems that could affect this injury?
15. Was anyone else responsible for the accident?

**Please send any medical reports you have in regards to the above-mentioned injured employee.**

If for any reason **FURTHER INVESTIGATION** is required, please contact:

JCNT 24-14 JOEY RODRIG...

Fw: PLN 9 LASONYA B...