

Special, 5/7/2024 10:30:00 AM

BE IT REMEMBERED that on May 07, 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 (ABSENT)

Honorable Roxanne Acosta-Hellberg, County Clerk

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

Notice of Meeting and Agenda
May 07, 2024

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
May 07, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **07th** day of **May 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:

8:00am – Workshop to receive information regarding work to be done in furtherance of the courthouse restoration.

8:30am – Workshop to discuss ARPA update and matters relating to the Diversion Center

10:00am – 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

Notice of Meeting and Agenda
May 07, 2024

implementing the following steps to allow the public to view the Commissioner's Court meeting.

The following options are available:

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

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

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

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

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

- (a). Consider and approve specifications for Invitation for Bid (IFB 24-022/MR) Lease of Properties Acquired as a Result of Buy-Out.

SEE ATTACHMENTS ON PAGES 10 - 45

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

- (b). Consider and approve, execute, receive and file renewal for (RFP 23-006/MR) Inmate Food Service for Jefferson County Correctional Facility for a first one (1) year renewal with Trinity Services, Inc. from June 5, 2024 to June 4, 2025 with a 4.5 % CPI increase pursuant to the Bureau of Labor Statistics as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 46 - 49

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

- (c). Consider and approve, execute, receive and file Professional Agreement (PROF 24-028/MR) with Honesty Environmental Services, Inc. for Mold Protocol & Mold Clearance at the Jefferson County Diversion Center in the amount of \$2,990.00; 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 50 - 51

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

- (d). Consider and approve award, execute, receive and file contract for Request for Proposal (RFP 24-007/DC) Professional Attorney Services for Jefferson County with Provost ó Umphrey Law Firm LLC and Baron & Budd, PC.

SEE ATTACHMENTS ON PAGES 52 - 58

Notice of Meeting and Agenda
May 07, 2024

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

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

SEE ATTACHMENTS ON PAGES 59 - 64

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

COUNTY AUDITOR:

- (a). Consider and approve budget transfer – Elections Dept. - for purchase of a new computer.

SEE ATTACHMENTS ON PAGES 65 - 71

120-1034-414-6002	COMPUTER EQUIPMENT	\$1,692.00	
120-1034-414-3084	MINOR EQUIPMENT		\$1,692.00

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

- (b). Consider and approve budget transfer – Parks – for repair of lights at park.

SEE ATTACHMENTS ON PAGES 72 - 80

116-0606-452-4009	BUILDINGS AND GROUNDS	\$4,225.00	
116-0606-452-5077	CONTRACTUAL SERVICE		\$4,000.00
116-0606-452-4057	WATER AND SEWER		\$225.00

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

Notice of Meeting and Agenda
May 07, 2024

- (c). Consider and approve advance funding request for American Rescue Plan Act approved project with Land Manor in the amount of \$171,400.

SEE ATTACHMENTS ON PAGES 81 - 88

Motion by: Arnold

Second by: Erickson

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

Action: APPROVED

- (d). Consider and approve accepting grant award from High Intensity Drug Trafficking Area (HIDTA) program for \$24,552.00, award number G24HN0029A, no match required. Grant will aid in the investigation and prosecution of drug offenses in our region.

SEE ATTACHMENTS ON PAGES 89 - 101

Motion by: Arnold

Second by: Erickson

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

Action: APPROVED

- (e). Regular County Bills – check #517050 through check #517235.

SEE ATTACHMENTS ON PAGES 102 - 110

Motion by: Arnold

Second by: Erickson

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

Action: APPROVED

COUNTY COMMISSIONERS:

- (a). Consider and possibly approve a proclamation for Mental Health Awareness Month.

SEE ATTACHMENTS ON PAGES 111 - 111

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (b). Consider and possibly approve a proclamation for Motorcycle Awareness Month.

SEE ATTACHMENTS ON PAGES 112 - 112

Notice of Meeting and Agenda
May 07, 2024

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

- (c). Consider, possibly approve, receive and file a resolution for the Texas Historical Commission Courthouse Grant Program.

SEE ATTACHMENTS ON PAGES 113 - 124

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

- (d). Consider, possibly approve, authorize the County Judge to execute, receive and file Loaned Artifact Reports to the Naval History and Heritage Command for the 40mm mounted gun and the landing craft hull.

SEE ATTACHMENTS ON PAGES 125 - 134

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

COUNTY TREASURER:

- (a). Receive and File Investment Schedule for March, 2024, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 135 - 137

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

ENGINEERING DEPARTMENT:

- (a). Execute, receive and file Utility Permit 06-U-24 to AT&T for the purpose of constructing, maintaining or repairing a utility or common carrier for distribution of new fiber optic cable to Industrial Parkway. This project is located in Jefferson County in Precinct #2.

Need to change Parkway to Park Road

SEE ATTACHMENTS ON PAGES 138 - 151

Notice of Meeting and Agenda
May 07, 2024

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

HISTORICAL COMMISSION:

ADDENDUMS:

- (a). Consider, possibly approve and authorize the County Judge to execute a Texas Historical Commission Antiquities Permit Application for Historic Buildings and Structures for installation of two televisions in the Emergency Management Department.

SEE ATTACHMENTS ON PAGES 152 - 155

Motion by: Erickson
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.**

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
May 07, 2024

Special, May 07, 2024

There being no further business to come before the Court at this time, same is now here adjourned on this date, May 07, 2024.

LEGAL NOTICE
Advertisement for Request for Proposal

May 7, 2024

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 24-022/MR), Lease of Properties Acquired as a result of Buy Out. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and two (2) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

PROPOSAL NAME: Lease of Properties Acquired as a Result of Buy Out

PROPOSAL NUMBER: (RFP 24-022/MR)

DUE DATE/TIME: 11:00 AM CT, Wednesday, June 12, 2024

**MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or 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 proposal in accordance with the terms and conditions stated in this bid.

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



Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:

The Examiner:

May 9, 2024 and May 16, 2024

TABLE OF CONTENTS

TABLE OF CONTENTS	1
PROPOSAL SUBMITTAL CHECKLIST.....	2
SECTION 1. INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS.....	3
1.1 Vendor Instructions	3
1.2 Governing Law	3
1.3 Ambiguity, Conflict, or Other Errors in RFP.....	3
1.4 Notification of Most Current Address	3
1.5 Proposal Preparation Cost	3
1.6 Signature of Proposal.....	3
1.7 Economy of Presentation.....	4
1.8 Proposal Obligation	4
1.9 Incorporation by Reference and Precedence.....	4
1.10 Governing Forms	4
1.11 Implied Requirements	4
1.12 Compliance with RFP Specifications	4
1.13 Evaluation.....	4
1.14 Withdrawal of Proposal.....	4
1.15 Award	5
1.16 Ownership of Proposal	5
1.17 Disqualification of Proposal.....	5
1.18 Contractual Development	5
1.19 Assignment	5
1.20 Contract Obligation.....	5
1.21 Termination	5
1.22 Inspections.....	5
1.23 Loss, Damage, or Claim	6
1.24 Taxes	6
1.25 Conflict of Interest	6
1.26 Confidentiality/Proprietary Information	6
1.27 Waiver of Subrogation.....	7
SECTION 2. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS.....	8
2.1 Submission of Proposal	8
2.2 Pre-Proposal Conference	9
2.3 Questions and Deadline for Question(s) Submission	9
SECTION 3. PROJECT OBJECTIVE AND SCOPE OF SERVICES	10
BIDDER INFORMATION FORM.....	11
PROPOSAL PRICE SCHEDULE	12
SECTION 4. PROPOSAL EVALUATION AND SELECTION PROCESS.....	15
4.1 Introduction.....	15
4.2 Proposal Price Schedule.....	15
4.3 Evaluation Committee	15
4.4 Evaluation Process	15
4.5 Proposal Evaluation Criteria	16
4.6 RFP Estimated Schedule	16
AFFIDAVIT.....	17
LEASE AGREEMENT (SAMPLE)	18
RELEASE OF LIABILITY	21
MAP OF PROPERTIES.....	22

PROPOSAL SUBMITTAL CHECKLIST

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

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

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

Proposer shall check each box indicating compliance.

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

- Bidder Information Form identifying the contract/project being proposed; the name and address of the Offeror; the date of the proposal; telephone number; cell phone number (if applicable), email address (if applicable); facsimile number (if applicable) of Offeror; intended use of the property; proximity to property (page 11)
- Copy of “Proposed Price Schedule Form”, with Proposed Lease Amount(s) clearly indicated in printed handwriting (blue or black ink) or typed font. (pages 12-14)
- Completed & Signed “Affidavit” Form (page 17)
- Completed & Signed “Release of Liability” Form (page 21)
- One (1) original and two (2) copies of the proposal should be mailed or delivered no later than 11:00 am, June 12, 2024 to the Jefferson County Purchasing Department, 1149 Pearl Street, First Floor, Beaumont, TX 77701

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

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

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

Name/Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

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

1.1 VENDOR INSTRUCTIONS

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

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

1.2 GOVERNING LAW

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

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

1.5 PROPOSAL PREPARATION COST

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

1.6 SIGNATURE OF PROPOSAL

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

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

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

1.7 ECONOMY OF PRESENTATION

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

1.8 PROPOSAL OBLIGATION

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

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 EVALUATION

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

1.14 WITHDRAWAL OF PROPOSAL

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline.

The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.15 AWARD

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

1.16 OWNERSHIP OF PROPOSAL

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

1.17 DISQUALIFICATION OF PROPOSAL

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

1.18 CONTRACTUAL DEVELOPMENT

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

1.19 ASSIGNMENT

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

1.20 CONTRACT OBLIGATION

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Proposer. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.21 TERMINATION

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

1.22 INSPECTIONS

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

1.23 LOSS, DAMAGE, OR CLAIM

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

1.24 TAXES

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

1.25 CONFLICT OF INTEREST

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

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

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

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

1.26 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.27 WAIVER OF SUBROGATION

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

SECTION 2. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

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

2.1. SUBMISSION OF PROPOSAL

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

Respondent is responsible for submitting: One (1) original and two (2) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, June 12, 2024.

- Late responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for responses being delivered by third party carriers.
- RFP responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or e-mail at:

mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffcotx.us.

Courthouse Security:

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

In response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

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

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

2.2 PRE-PROPOSAL CONFERENCE

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

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

2.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

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

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **May 31, 2024**.

SECTION 3. PROJECT OBJECTIVE AND SCOPE OF SERVICES

Scope

The Jefferson County Commissioners Court has approved a plan to now lease the remaining previously not leased properties that were acquired as a result of the “buy-out” of properties which qualified under the FEMA Mitigation Plan. The county will offer the properties to individuals or organizations who are interested in submitting a proposal for lease on a particular lot or lots and the proposals will be submitted to the Jefferson County Purchasing Department.

There is no minimum amount or reserve set, and the lease will be for a period of 5 years. **Payment for all 5 years will be due at Lease Signing.** Anyone who does lease a property will be required to mow it, maintain it and use it in a safe and lawful manner. The majority of the properties are in residential areas that have deed restrictions and the county does require that any lessee abide by any such deed restrictions.

There are several restrictions on use which are listed in the sample lease (Pages 18-20), and which are required by FEMA. **We strongly encourage each proposer to read these specifications in their entirety prior to submitting a proposal.** It should be understood that the property may not be leased to live on and no permanent structures may be constructed. We are hopeful that the persons who are interested will be using the properties as additional space for their adjacent homes, or recreational and civic activities of a peaceful manner that do not interfere with the existing neighbors and neighborhood. The leased properties are not to be harvested for timber or dirt and are not to be altered so as to interfere with drainage.

Each individual property will be listed on the attached Proposal Price Schedule with an ID#, the property address, a legal description, and coordinates for latitude and longitude. A map of the properties is shown in Attachment A beginning on page 22.

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and “AS IS.” THE COUNTY WILL NOT MAINTAIN OR PROVIDE ANY REPAIRS FOR PRIVATE ROADS UPON WHICH ANY OF THE LEASED PROPERTIES ARE SITUATED.

Bidder Information Form

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

Bid Name & Number: (RFP 24-022/MR), Lease of Properties Acquired as a Result of Buy-Out

Bidder's Name: _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

Mailing Address:

Address

City, State, Zip Code

Intended Use of Property: _____

Proximity to Personal Property: _____

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.

PROPOSAL PRICE SCHEDULE

Item	Address	Legal Description	Lat.	Long.	Lease Amt. (\$)
1	11471 Country Lane Rd Beaumont, TX 77705	1 4 Country Road Est Sect 1 Abstract 014852	29.91512	-94.0958	
2	11090 Country Lane Rd Beaumont, TX 77705	14 3 Country Road Est Sect 3 Abstract 014861	29.91994	-94.09397	
3	11091 Country Lane Rd.	21 4 Country Road Est Sect 3 Abstract 014861	29.91977	-94.09359	
4	11025 Oak Lane Beaumont, TX 77705	Und 1/2 Int 9 3 Country Road Est Sect 3 Abstract 014861 Und Int In .500000	29.92057	-94.09485	
5	11087 Hickory lane Beaumont, TX 77705	6& 2 7 2 All & Tr 1 S1/2 Of 8 2 Country Road Est Sec 2* Abstract 014853	29.91987	-94.09611	
6	11037 Hickory lane Beaumont, TX 77705	9 2 Country Road Est Sect 2 Abstract 014853	29.92063	-94.0961	
7	11394 Country Lane Road Beaumont, TX 77705	Lts 5 1 Tr 2 Lts 6 1 & S 1/2 Lt 7 1 Tr1 Country Road Est Sect 1 Abstract 014852	29.91628	-94.0961	
8	469 Bass Road Beaumont, TX 77705	Hillebrandt 26 Heights Unrec .68 Abstract 029300	29.92058	-94.09444	
9	11030 Country Lane Road Beaumont, TX 77705	Lots 10, 11, 12 & 13, Block 3, Country Road Estates Section 3	29.92057	-94.094	
10	445 Bass Road Beaumont, TX 77705	Lot 27 Hillebrandt Heights Unrec .68 Abst 029300	29.92107	-94.09465	
11	11501 Sweetgum Lane Beaumont, TX 77705	13 4 Country Road Est Sect 1 Abstract 014852	29.91716	-94.09481	
12	11300 Sweetgum Lane Beaumont, TX 77705	10 & 11 1 Country Road Est Sect 1 12 1 Country Road Est Sect 2 Abstract 014852	29.91734	-94.09434	
13	11224 Oak Lane Beaumont, TX 77705	20 2 Country Road Est Sect 2 Abstract 014853	29.91789	-94.09526	
14	11276 Sweetgum Lane Beaumont, TX 77705	13 1 Country Road Est Sect 2 Abstract 014853	29.91741	-94.09556	
15	11258 Sweetgum Lane Beaumont, TX 77705	14 1 Country Road Est Sect 2 Abstract 014853	29.91743	-94.09586	
16	11242 Hickory Lane Beaumont, TX 77705	15 16 17 1 Country Road Est Sect 2 Abstract 014853	29.91735	-94.09621	
17	11174 Hickory Lane Beaumont, TX 77705	19 1 Country Road Est Sect 2	29.91852	-94.09634	
18	11158 Hickory Lane Beaumont, TX 77705	Lt 20 Blk 1 Country Road Est Sec2 Abstract 014853	29.91888	-94.09638	
19	11200 Oak Lane Beaumont, TX 77705	2 2 All 18 2 Tr 2 & All Of 19 2 Country Road Est Sect 2 Abstract 014853	29.91824	-94.09513	

Item	Address	Legal Description	Lat.	Long.	Lease Amt. (\$)
20	11124 Oak Lane Beaumont, TX 77705	16 2 Country Road Est Sect 2 Abstract 014853	29.91927	-94.09518	
21	11189 Oak Lane Beaumont, TX 77705	3 3 Country Road Est Sect 3 Abstract 014861	29.91853	-94.09476	
22	11180 Country Lane Rd Beaumont, TX 77705	18 3 Country Road Est Sect 3 * Abstract 014861	29.91845	-94.09405	
23	11346 Country Lane Rd Beaumont, TX 77705	8 1 Country Road Est Sect 1 Abstract 014852	29.91651	-94.09444	
24	11465 Sweetgum Lane Beaumont, TX 77705	14 4 Country Road Est Sect 1 Abstract 014852	29.91719	-94.09341	
25	11223 Oak Lane Beaumont, TX 77705	1 3 Country Road Est Sect 1 Abstract 014852	29.91788	-94.09476	
26	11265 Sweetgum Lane Beaumont, TX 77705	1 2 Country Road Est Sect 2 Abstract 014853	29.91804	-94.09477	
27	11189 Country Lane Rd Beaumont, TX 77705	17 4 Country Road Est Sect 3 Abstract 014861	29.9184	-94.09353	
28	11111 Oak Lane Beaumont, TX 77705	6 7 3 Country Road Est Sect 3 Abstract 014861	29.91962	-94.0948	
29	11232 Country Lane Rd Beaumont, TX 77705	20 3 Country Road Est Sect 1 Abstract 014852	29.91761	-94.09409	
30	11210 Country Lane Road Beaumont, TX 77705	Lot 19, Block 3, Country Road Est Sect 3 Abstract 014861	29.91829	-94.09393	
31	11126 Hickory Lane Beaumont, TX 77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91915	-94.09638	
32	11519 Sweetgum Lane Beaumont, TX 77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91692	-94.0945	
33	1179 A Hillebrandt Acres Beaumont, TX 77705	Lot 44 Block 1 Abstract 029250 Hillebrandt Acres	29.93091	-94.1168	
34	1068 Hillebrandt Acres Beaumont, TX 77705	Hillebrandt Acres, Lot 3, Block 2, Abstract 029250	29.93232	-94.11608	
35	18084 Azalea Drive Beaumont, TX 77705	Lots 45 & 46, Block 4 Green Thumb Estates Section 1 Abstract 024900	29.82363	-94.22463	
36	492 Lene lane Beaumont, TX 77705	Lot 1 Block 2 Tract 5 and Lot 2 Block 2 Tract 8 Orange Farms 1.89 Abstract 048855	29.92142	-94.11057	
37	10140 Baltimore Beaumont, TX 77705	Hillebrandt Acres Lot 8 Block 4 Abstract 029250	29.93415	-94.11255	
38	1420 Hillebrandt Acres Beaumont, TX 77705	Hillebrandt Acres Lot 15 Block 2 Tract 20, .2661 Ac, Abstract 029250	29.93029	-94.118	

Item	Address	Legal Description	Lat.	Long.	Lease Amt. (\$)
39	18233 Big Hill Road Winnie, TX 77665	Pt Tract 26509 L Hamshire .48 Acres Abstract 300509, Pt Tract 26509 L Hamshire 10.00 Acres Abstract 300509	29.82147	-94.23495	
40	18235 Highway 73 Beaumont, TX 77705	Part Tract 24509 L Hamshire 1.000 Section 198-B Abstract 300509 & Part Tract 24 509 L Hamshire 10.110Sec 198- Babstract 300509 (Restricted to Recreational Use Only)	29.82414	-94.2336	
41	611 Hillebrandt Acres Beaumont, TX 77705	Hillebrandt Acres Lot 11 Block 6 Abst 26 M Grange Tract 74 .649, Abstract 029250	29.93409	-94.11089	
42	1513 Hillebrant Acres Beaumont, TX 77705	Lot 26 B1, Hillebrant Acres	29.55	-94.07	
43	7806 Highway 365 Beaumont, TX 77705	Tract 4 Block 15 Orange Farms Abstract 048855	29.54785	-94.02711	
44	20615 Highway 73 Hamshire, TX 77622	Tract 49 53 B A Vacocu 2.000 Abstract 300053 Lot 49	29.82511	-94.23454	
45	17363 Boondocks Beaumont, TX 77705	Tract 34 4.808 Acres 747 J W Denny (Out To Boondocks Rd)	29.86798	-94.22271	
46	11524 Davidson Road Beaumont, TX 77705	Lot 3, Block 14, Tract 10 0.666 Acres Orange Farms Abst 048855	29.91606	-94.08812	
47	3590 Doucet Beaumont, TX 77705	Tract 6449 Wm Smith .25 Abstract 300049 Lot 64	29.93611	-94.0919	
48	17886 Azalea Drive Beaumont, TX 77705	Lot 59, Block 8 Green Thumb Estates 1 Abstract 024900	29.8263	-94.22453	
49	3534 Ballard Road Beaumont, TX 77705	Tr 42 49 Wm Smith .22 Abstract 300049 Lot 42	29.87948	-94.16147	
50	12125 Burr Lane Beaumont, TX 77705	44 Tr 3 (Part) And (Part) Of 45 C O Ellstrom 1.000 Abstract 019250	29.9333	-94.1132	
51	17859 Azalea Drive Beaumont, TX 77705	Lots 27 and 28, Block 6, Green Thumb Estates Section 1	29.82694	-94.22387	

SECTION 4. PROPOSAL EVALUATION AND SELECTION PROCESS

4.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

4.2 PROPOSAL PRICE SCHEDULE

The Proposer must utilize the form provided on **PAGE 12 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 12 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

4.3 EVALUATION COMMITTEE

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

4.4. EVALUATION PROCESS

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

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

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

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

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

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

4.5 PROPOSAL EVALUATION CRITERIA:

a. Intended use of the Property – 25%

The proposal shall describe intended use.

b. Proximity to Property – 35%

The proposal shall indicate the proximity of Lessee's home to the leased property

c. Lease Amount – 40%

The proposal shall state the amount of proposed lease payment.

4.6 RFP Estimated Schedule

Request for proposal issued	May 7, 2024
Proposal due date	June 12, 2024
Evaluation of proposals	June 13-18, 2024
Award Leases	July 9, 2024
Lease Signing and Payment, Execution of Lease	July 16, 2024

Affidavit

State of: TEXAS

County of: JEFFERSON

Contingent Fees Statement: In accordance with Jefferson County’s policy, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Jefferson County contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Proposer) and that the Proposer has not retained anyone in violation of the foregoing.

Non-Discrimination Affidavit: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Proposer) and that by its employment policy, standards, and practices the Proposer does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Proposer is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of Jefferson County not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

And Further Affiant sayeth not:

By: _____

Title: _____

Address: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 2024.

Notary Public

My commission expires:

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.

LEASE AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE JEFFERSON COUNTY, A BODY CORPORATE AND POLITIC UNDER THE LAWS OF THE STATE OF TEXAS, HEREINAFTER REFERRED TO AS THE "COUNTY," AND _____, HEREINAFTER REFERRED TO AS "LESSEE."

RIGHTS GRANTED

SUBJECT TO THE TERMS AND PROVISIONS SET FORTH HEREIN, THE COUNTY AUTHORIZES LESSEE, AT LESSEE'S SOLE EXPENSE, TO OCCUPY AND UTILIZE THE PROPERTY AT _____, TEXAS, BEING DESCRIBED AS LOT ____, BLOCK ____, _____ SECTION ____, A SUBDIVISION IN THE _____ SURVEY, ABSTRACT NO. ____, JEFFERSON COUNTY, TEXAS, HEREINAFTER CALLED THE "PROPERTY." LESSEE SHALL HAVE THE RIGHT TO USE THE PROPERTY SHALL NOT:

1. PERMANENTLY ALTER THE PROPERTY WITHOUT SECURING THE PRIOR WRITTEN APPROVAL OF THE COUNTY;
2. CONDUCT, PARTICIPATE IN OR ALLOW ACTIVITIES UPON THE PROPERTY WHICH ARE IN VIOLATION OF ANY FEDERAL OR STATE LAWS, RULES, REGULATIONS, DEED RESTRICTIONS OR COUNTY ORDERS;
3. PERFORM ANY LANDSCAPING OR IN ANYWAY ALTER THE PROPERTY IN ANY WAY THAT WOULD INTERFERE WITH THE USE OF THE PROPERTY FOR FLOOD CONTROL OR DRAINAGE PURPOSES. THE COUNTY MAY REFUSE TO PERMIT THE PLANTING OR USE OF THE PROPERTY WHICH THE COUNTY CONSIDERS DETRIMENTAL TO THE PUBLIC WELFARE AND THE BEST INTERESTS OF THE COUNTY.
4. CONSTRUCT, STORE OR PLACE PERMANENT STRUCTURES, FENCES, SIGNS, FIXTURES, IMPROVEMENTS, OR OTHER TANGIBLE ITEMS ON THE PROPERTY;
5. ALLOW OR CAUSE ANY AUTOMOBILE, TRUCK, MOTORCYCLE, MOTORIZED VEHICLE, ALL TERRAIN VEHICLE, BICYCLE, MOBILE HOME, CAMPER, TRAILER, RECREATIONAL VEHICLE, TEMPORARY HOUSING OR ANY FORM OF MANUFACTURED HOUSING OR ANY OTHER TYPE OF VEHICLE TO BE PARKED, PLACED OR AFFIXED TO THE PROPERTY;
6. PERMIT ANY CAMPING OR COMMERCIAL USE OF THE PROPERTY WITHOUT FIRST OBTAINING WRITTEN CONSENT FROM THE COUNTY;
7. PLACE, STORE OR ALLOW TO BE PLACED OR STORED ANY TYPE OF BUILDING MATERIALS, TOXIC OR POISONOUS MATERIALS, SUPPLIES OR HAZARDOUS SUBSTANCES ON THE PROPERTY WHICH MAY PRESENT ANY RISK OF HEALTH;
8. CUT TIMBER; CONDUCT MINING, EXCAVATION OR DRILLING OPERATIONS, REMOVE SAND, GRAVEL, OR SIMILAR SUBSTANCES FROM THE GROUND; COMMIT WASTE OF ANY KIND; OR IN ANY MANNER CHANGE THE CONTOUR OR CONDITION OF THE PROPERTY, EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE COUNTY;

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

LESSEE'S USE OF THE PROPERTY FOR THE PURPOSES HEREIN STATED IS NON-EXCLUSIVE.

CONSIDERATION FOR USE

IN CONSIDERATION FOR SUCH PERMISSION AND AUTHORIZATION, LESSEE WILL EXERCISE DUE DILIGENCE IN PROTECTING THE PROPERTY AGAINST DAMAGE OR DESTRUCTION BY FIRE OR CAUSES OTHER THAN FLOODING, AND WILL PROPERLY MAINTAIN THE PROPERTY AND MOW THE GRASS ON THE WITH SUFFICIENT FREQUENCY TO PREVENT SAID GRASS FROM ATTAINING A HEIGHT IN EXCESS OF SIX (6) INCHES.

COUNTY'S RIGHTS PARAMOUNT

NOTWITHSTANDING ANY STATEMENT HEREIN WHICH MIGHT BE INTERPRETED OTHERWISE, THE COUNTY'S RIGHTS IN THE PROPERTY REMAIN PARAMOUNT TO THOSE OF LESSEE, AND THE COUNTY MAY AT ANY TIME ENTER UPON THE PROPERTY, FLOOD OR ALTER THE PROPERTY TO THE EXTENT THE COUNTY DEEMS NECESSARY FOR EXECUTING POWERS OR DUTIES OF THE COUNTY. THE COUNTY MAY REFUSE TO PERMIT PLANTING OR USE OF THE PROPERTY WHICH THE COUNTY CONSIDERS DETRIMENTAL TO PUBLIC WELFARE AND THE BEST INTERESTS OF THE COUNTY.

COMPLIANCE AND STANDARDS

LESSEE SHALL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL RULES, REGULATIONS, ORDINANCES, AND STATUTES APPLICABLE TO LESSEE'S USE OF THE PROPERTY. LESSEE WILL FURTHER COMPLY WITH ANY EXISTING DEED RESTRICTIONS AND/OR SUBDIVISION COVENANTS.

TERM

THE TERM OF THIS AGREEMENT IS FIVE (5) YEARS, COMMENCING ON THE DATE EXECUTED BY THE LAST PARTY EXECUTING THIS AGREEMENT. EITHER THE COUNTY (THROUGH ITS GOVERNING BODY) OR LESSEE MAY TERMINATE THIS AGREEMENT AT ANY TIME, WITH OR WITHOUT CAUSE, UPON GIVING TEN (10) DAYS PRIOR WRITTEN NOTICE TO THE OTHER PARTY.

RESPONSIBILITY FOR EXPENSES AND PROPERTY TAXES

LESSEE SHALL, AT LESSEE'S SOLE COST AND EXPENSE, PAY ALL NECESSARY EXPENSES INCIDENT TO LESSEE'S USE OF THE PROPERTY. LESSEE SHALL BE RESPONSIBLE FOR PAYING ANY PROPERTY TAXES LEVIED UPON THE PREMISES AND FAILURE TO PAY SAME WILL BE CONSIDERED A BREACH OF THIS AGREEMENT.

DISCLAIMER OF WARRANTY

THE COUNTY MAKES NO WARRANTIES TO LESSEE REGARDING THE QUALITY OF THE PROPERTY. LESSEE HAS INSPECTED AND KNOWS THE CONDITION AND AGREES TO ACCEPT THE PROPERTY IN ITS CURRENT CONDITION AND "AS IS." THE COUNTY WILL NOT MAINTAIN OR PROVIDE ANY REPAIRS FOR PRIVATE ROADS UPON WHICH ANY OF THE LEASED PROPERTIES ARE SITUATED.

NOTHING HEREIN SHALL BE CONSTRUED AS CREATING ANY LIABILITY ON THE PARTY OF THE COUNTY, ITS OFFICIALS, DIRECTOR, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES, OR OTHER CONTRACTORS.

NOTICES

ANY NOTICE REQUIRED OR PERMITTED TO BE GIVEN BY THE COUNTY TO LESSEE HEREUNDER SHALL BE GIVEN BY CERTIFIED OR REGISTERED UNITED STATES MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, ADDRESSED TO MAINTAINER AS FOLLOWS:

 ANY NOTICE REQUIRED OR PERMITTED TO BE GIVEN BY LESSEE TO COUNTY HEREUNDER SHALL BE GIVEN BY CERTIFIED OR REGISTERED UNITED STATES MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID, ADDRESSED AS FOLLOWS: COUNTY JUDGE, 4TH FLOOR, JEFFERSON COUNTY COURTHOUSE, 1149 PEARL ST., BEAUMONT, TX 77701

SUCCESSORS AND ASSIGNS

LESSEE SHALL NOT SUB-LEASE OR ASSIGN THIS AGREEMENT OR ANY OF LESSEE'S RIGHTS OR OBLIGATIONS HEREUNDER WITHOUT THE PRIOR EXPRESS WRITTEN PERMISSION OF THE COUNTY. ANY ATTEMPTED ASSIGNMENT IN VIOLATION OF THIS PROVISION WILL BE VOID AND OF NO FORCE OR EFFECT.

MODIFICATIONS AND INTERPRETATION

THIS INSTRUMENT CONTAINS THE ENTIRE AGREEMENT BY AND BETWEEN THE PARTIES RELATED TO THE RIGHTS HEREIN GRANTED AND OBLIGATIONS HEREIN ASSUMED. ANY ORAL OR WRITTEN REPRESENTATIONS OR MODIFICATIONS CONCERNING THIS INSTRUMENT ARE OF NO FORCE OR EFFECT, EXCEPTING A SUBSEQUENT MODIFICATION IN WRITING SIGNED BY BOTH PARTIES HERETO.

EXECUTED IN TRIPPLICATE ORIGINALS ON _____.

JEFF R. BRANICK, COUNTY JUDGE

LESSEE

ATTEST:

ROXANNE ACOSTA HELLBERG, COUNTY CLERK

EXHIBIT "A"

RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT _____ . I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT _____ , UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND _____ .

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

SIGNATURE

DATE

PRINTED NAME

ADDRESS

TELEPHONE NUMBER

PROPOSER MUST COMPLETE & RETURN THIS FORM WITH OFFER.



7046 BAYOU
TRCE



17363
BOONDOCKS RD

Boondocks Rd

White Perch Ln

Bayou Trce

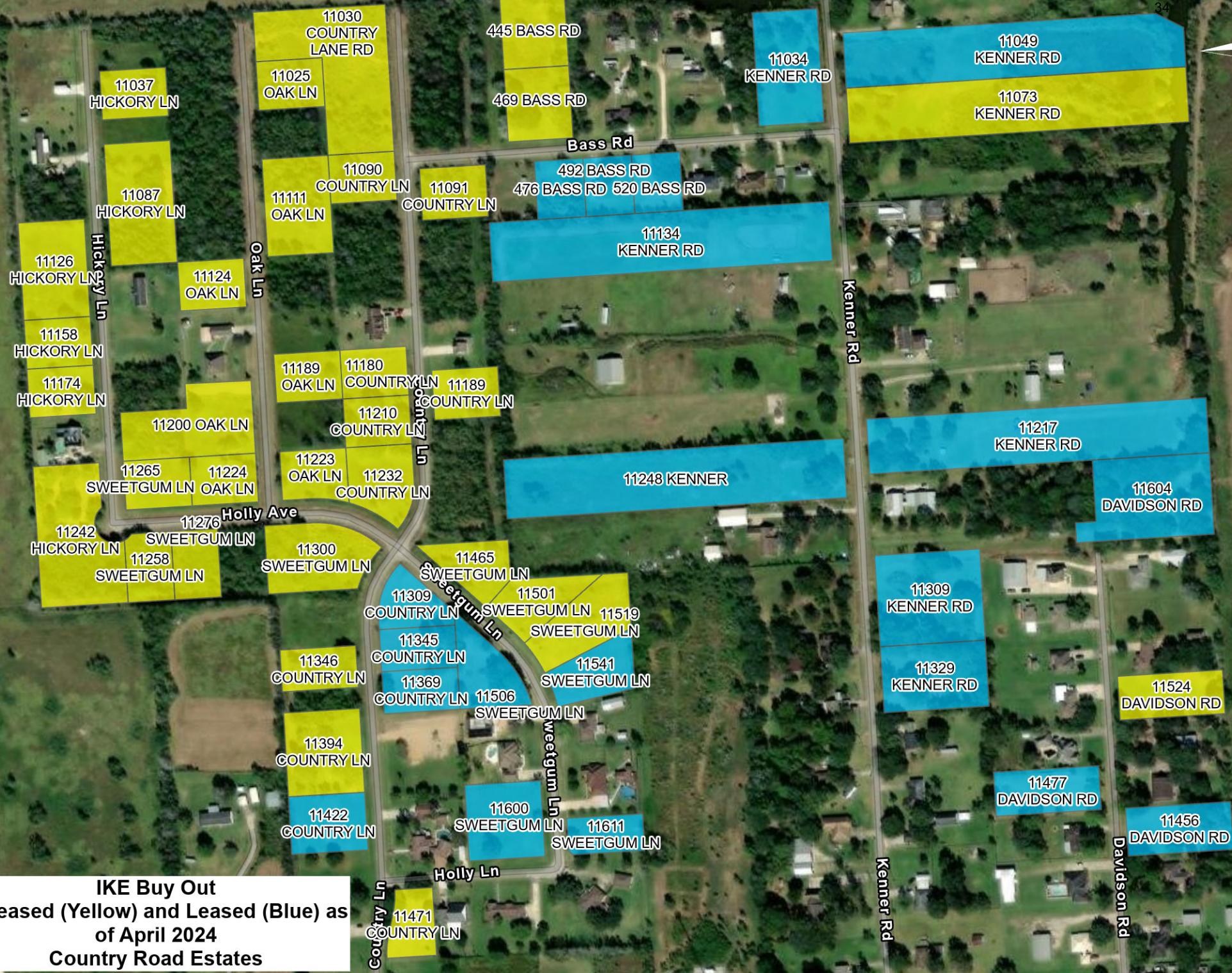
IKE Buy Out
Unleased (Yellow) and Leased (Blue) as
of April 2024
Boondocks / Bayou Trace



**IKE Buy Out
Unleased (Yellow) and Leased (Blue) as
of April 2024
Burr Lane**



**IKE Buy Out
Unleased (Yellow) and Leased (Blue) as
of April 2024
Country Road Estates**





**IKE Buy Out
Unleased (Yellow) and Leased (Blue) as
of April 2024
Big Hill / Green Acres**

18235
HIGHWAY 73

18233 BIG
HILL RD

17859
AZALEA DR

17886
AZALEA DR

18084
AZALEA DR

Highway 73
Highway 73

Highway 73
Highway 73

Big Hill Rd

73

73

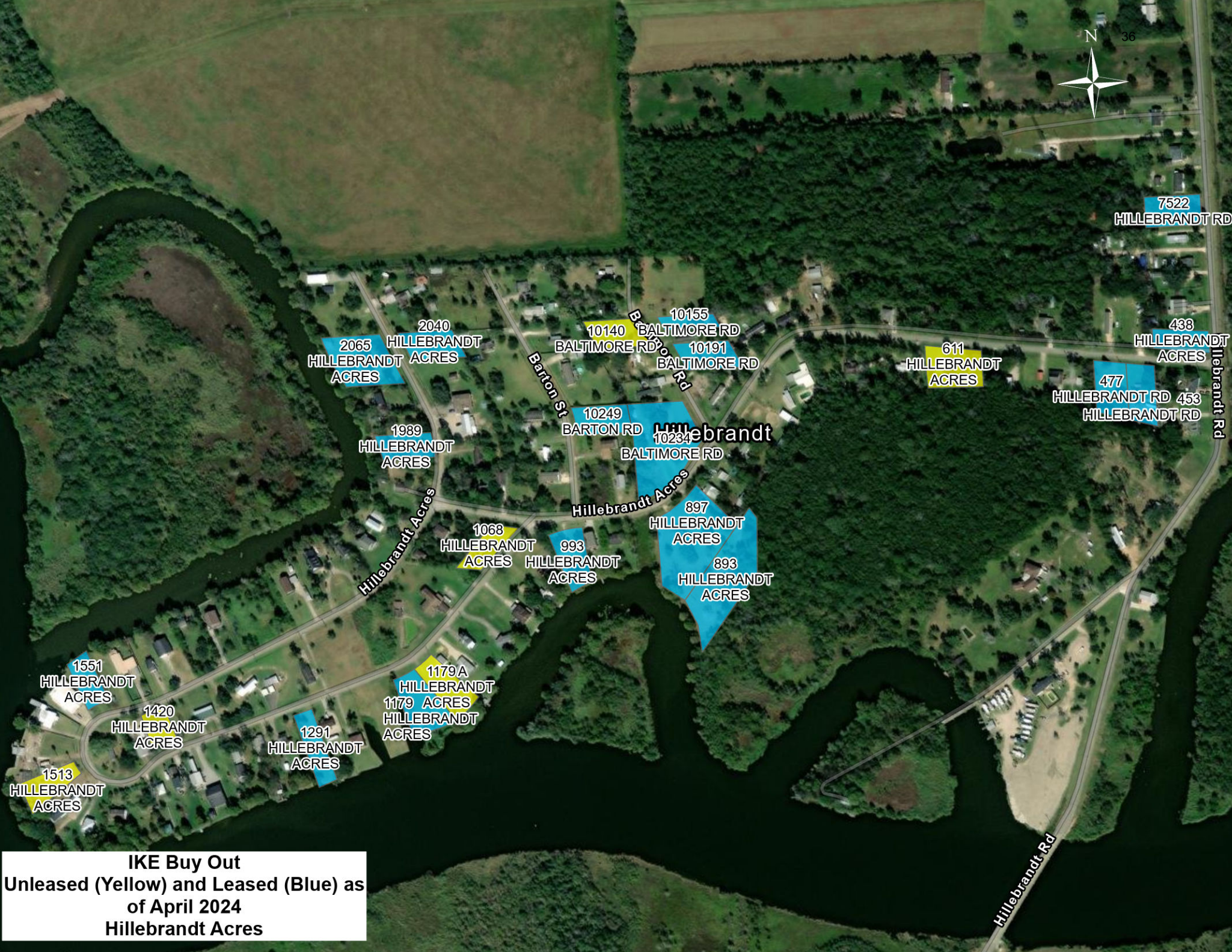
Holly Ave

Azalea Dr

Camellia Dr

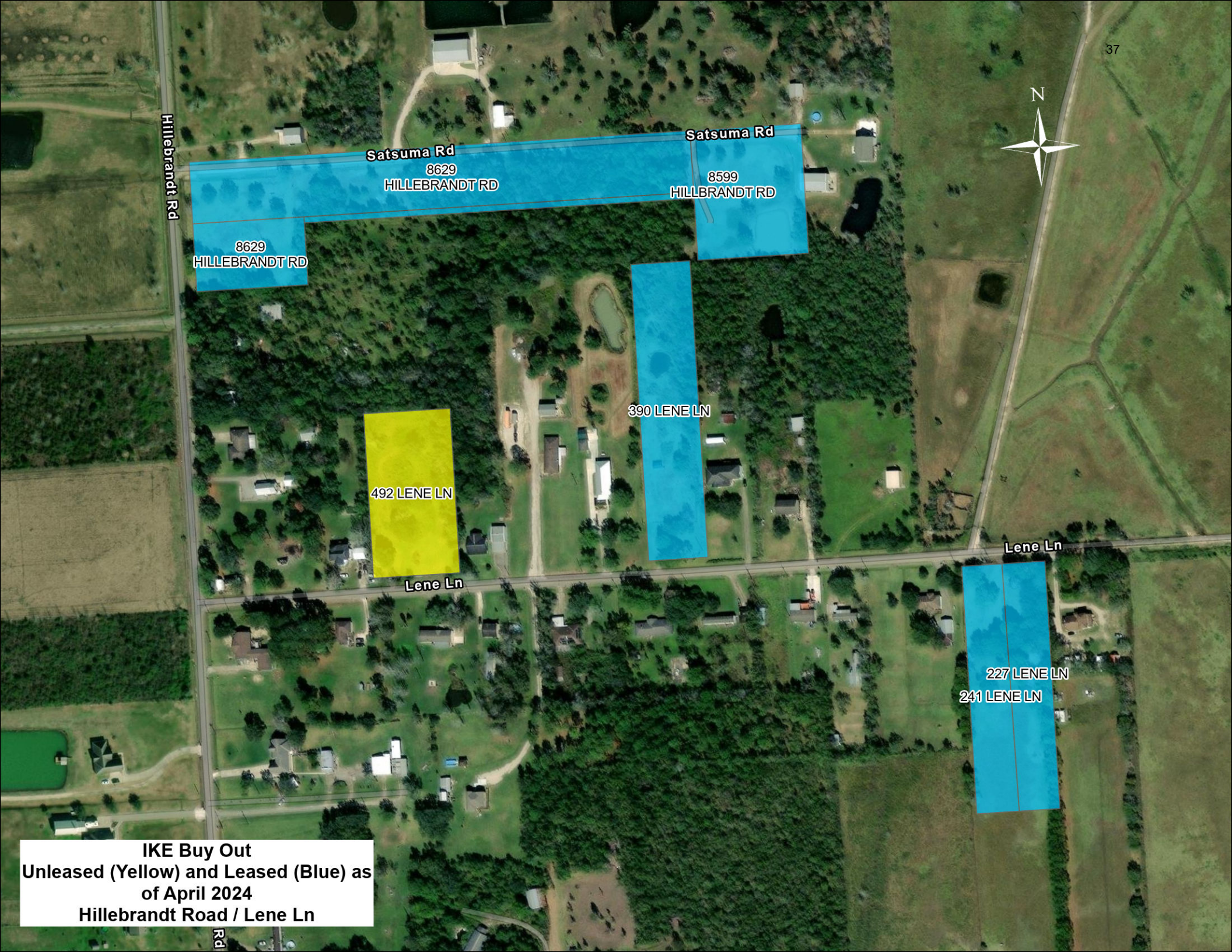
Orchid Ave





**IKE Buy Out
Unleased (Yellow) and Leased (Blue) as
of April 2024
Hillebrandt Acres**

- 7522 HILLEBRANDT RD
- 438 HILLEBRANDT ACRES
- 477 HILLEBRANDT RD
- 453 HILLEBRANDT RD
- 611 HILLEBRANDT ACRES
- 10155 BALTIMORE RD
- 10191 BALTIMORE RD
- 10140 BALTIMORE RD
- 10249 BARTON RD
- 10234 BALTIMORE RD
- 897 HILLEBRANDT ACRES
- 893 HILLEBRANDT ACRES
- 993 HILLEBRANDT ACRES
- 1068 HILLEBRANDT ACRES
- 1989 HILLEBRANDT ACRES
- 2065 HILLEBRANDT ACRES
- 2040 HILLEBRANDT ACRES
- 1551 HILLEBRANDT ACRES
- 1420 HILLEBRANDT ACRES
- 1291 HILLEBRANDT ACRES
- 1179A HILLEBRANDT ACRES
- 1179 HILLEBRANDT ACRES
- 1513 HILLEBRANDT ACRES



37



Hillebrandt Rd

Satsuma Rd
8629
HILLEBRANDT RD

Satsuma Rd
8599
HILLBRANDT RD

8629
HILLEBRANDT RD

390 LENE LN

492 LENE LN

Lene Ln

Lene Ln

227 LENE LN
241 LENE LN

IKE Buy Out
Unleased (Yellow) and Leased (Blue) as
of April 2024
Hillebrandt Road / Lene Ln

Rd



38

Highway 73

Highway 73

73

73

73

20615
HIGHWAY 73

IKE Buy Out
Unleased (Yellow) and Leased (Blue) as
of April 2024
Highway 73



39



3534
BALLARD RD

3452
BALLARD RD

3481
BALLARD RD

La Belle

Ballard Rd

Labelle Rd

Labelle Rd

Pinetree Rd

3590
DOUCET

3577
DOUCET

Glen Dr

15106
LABELLE RD

Glen Dr

Peyton Pl

Burrell Ln

Labelle Rd

IKE Buy Out
Unleased (Yellow) and Leased (Blue) as
of April 2024
La Belle Rd / Ballard Rd

11524
DAVIDSON RD

11456
DAVIDSON RD



Canal

Canal

7818 FM
365

7806 FM
365

FM 365 Rd

FM 365 Rd

FM 365

Canal St

IKE Buy Out
Unleased (Yellow) and Leased (Blue) as
of April 2024
FM 365



769 LITTLE ACRES RD

2180 HUMBLE CAMP RD

Humble Camp Rd

Little Acres Rd

Latta Rd

Latta Rd

Latta Rd

Humble Camp Rd

Lovell Lake

IKE Buy Out
Unleased (Yellow) and Leased (Blue) as
of April 2024
Humble Camp/Little Acres

Foard Rd

Boondocks Rd

15091
BOONDOCKS RD

Boon

**IKE Buy Out
Unleased (Yellow) and Leased (Blue) as
of April 2024
15091 Boondocks**





I Rd

19268 BIG
HILL RD

Big Hill Rd

**IKE Buy Out
Unleased (Yellow) and Leased (Blue) as
of April 2024
BigHill**





Englin Rd

Englin Rd



21443
ENGLIN RD

**IKE Buy Out
Unleased (Yellow) and Leased (Blue) as
of April 2024
Englin Road**



45

N

Backridge Rd

Backridge Rd

7303
BACKRIDGE RD

Backridge Rd

Backridge Rd

**IKE Buy Out
Unleased (Yellow) and Leased (Blue) as
of April 2024
Backridge Road**

CONTRACT RENEWAL FOR (RFP 23-006/MR) INMATE FOOD SERVICE FOR JEFFERSON COUNTY CORRECTIONAL FACILITY

The County entered into a contract with Trinity Services, Inc. for one (1) year, from June 6, 2023 to June 5, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from June 5, 2024 to June 4, 2025.

ATTEST:

JEFFERSON COUNTY, TEXAS


Roxanne Acosta Hellberg, County Clerk


Jeff Branick, County Judge



CONTRACTOR:
Trinity Services, Inc.


(Name) James M. Perry
Sr. Vice President



TRINITY SERVICES
GROUP, INC.

**SCHEDULE 1
SCALE**

**Jefferson County TX Detention Center
MEAL PRICE SCALE
June 5, 2024 - June 4, 2025
Inmate Population Sliding Scale**

FROM		TO	PRICE
150	-	199	\$7.271
200	-	249	\$5.676
250	-	299	\$4.719
300	-	349	\$4.081
350	-	399	\$3.625
400	-	449	\$3.283
450	-	499	\$3.017
500	-	549	\$2.805
550	-	599	\$2.630
600	-	649	\$2.485
650	-	699	\$2.363
700	-	749	\$2.257
750	-	799	\$2.166
800	-	849	\$2.087
850	-	899	\$2.016
900	-	949	\$1.953
950	-	999	\$1.898
1000	-	1,049	\$1.848
1050	-	1,099	\$1.802
1100	-	1,149	\$1.760
1150	-	1,199	\$1.722
1,200	-	1249	\$1.688

TRINITY SERVICES
GROUP, INC.



April 24, 2024

Jefferson County Sheriff's Office
Attn: Sheriff Zena Stephens
1001 Pearl Street, #103
Beaumont, TX 77701

Re: Price Adjustment Notice

Dear Sheriff Stephens:

It has been an honor and a privilege to provide food services at the Jefferson County Correctional Facility. Pursuant to our Agreement, the parties may, by mutual agreement, extend the Agreement for another year, effective June 5, 2024. Trinity respectfully requests that we exercise the annual renewal option and effective on the renewal date, per the Agreement, adjust meal prices equal to the change in the Consumer Price Index, Food Away From Home, sixty days prior to the anniversary date. I am enclosing a copy of the relevant CPI table from the Bureau of Labor Statistics and as you will see, the index increased by 4.5%.

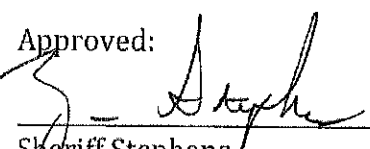
Please acknowledge receipt of this notice of extending the term and adjusting the meal prices as stated herein, by countersigning the enclosed confirmation copy of this letter and returning it to our office.

Trinity sincerely appreciates the opportunity to serve you and your team at the Jefferson County Correctional Facility. Thank you for your business. We always strive to exceed our client's expectations and I urge you to call me if you ever have any questions or concerns regarding the food services we provide.

Very truly yours,

Steve Weirich
District Manager - Trinity West
Steve.weirich@trinityservicesgroup.com
(336) 383-2901

Approved:



Sheriff Stephens




Date



U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

Change Output Options:

From: To: 

include graphs include annual averages

[More Formatting Options](#) 

Data extracted on: March 12, 2024 (9:14:03 AM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUUR0000SEFV
 Not Seasonally Adjusted
Series Title: Food away from home in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: Food away from home
Base Period: 1982-84=100

Download:  [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	Hi
2014	245.481	246.187	246.878	247.534	247.952	248.445	249.210	249.801	250.570	251.100	251.987	252.628	247.080	25
2015	253.037	253.719	254.108	254.727	255.322	255.846	255.905	256.449	257.830	258.363	258.805	259.097	254.460	25
2016	259.958	260.319	260.883	261.517	262.074	262.529	263.051	263.649	264.102	264.459	264.699	265.104	261.213	26
2017	266.079	266.626	267.055	267.652	268.128	268.225	268.649	269.522	270.353	270.658	271.152	271.811	267.294	27
2018	272.772	273.435	273.733	274.393	275.307	275.808	276.125	276.648	277.258	277.513	278.306	279.419	274.241	27
2019	280.380	281.373	281.887	282.798	283.394	284.316	284.891	285.507	286.246	286.791	287.255	288.078	282.358	28
2020	289.137	289.781	290.216	290.639	291.709	293.219	294.599	295.437	297.080	297.893	298.253	299.369	290.784	29
2021	300.382	300.540	300.897	301.819	303.481	305.634	308.023	309.336	310.996	313.592	315.481	317.372	302.126	31
2022	319.471	320.880	321.689	323.559	325.952	329.033	331.342	334.212	337.369	340.532	342.266	343.559	323.431	33
2023	345.677	347.869	349.944	351.237	352.892	354.245	354.862	356.083	357.488	358.824	360.383	361.564	350.311	35
2024	363.249	363.596												

12-Month Percent Change

Series Id: CUUR0000SEFV
 Not Seasonally Adjusted
Series Title: Food away from home in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: Food away from home
Base Period: 1982-84=100

Download:  [.xlsx](#)



April 24, 2024

Jefferson County
1149 Pearl Street
Beaumont, Texas 77701
Email: mistey.reeves@jeffcotx.us
Tel: 409-835-8693
Attn: Ms. Mistey Reeves

RE: Mold Protocol & Mold Clearance Proposal
Diversion Center
3890 FM 3514
Beaumont, Texas 77705
HES Proposal No. 24-349-650

Introduction

Based on your request for a proposal for a mold protocol and mold clearance sampling at the above referenced site in Beaumont, Texas, Honesty Environmental Services, Inc., (Honesty), would be pleased to perform the following Scope of Services.

Mold Consulting Services

- HES will provide a written mold protocol outlining the scope of mold remediation work
- HES will collect mold tape samples for clearance purposes
- HES will deliver samples to a Texas Department of Licensing and Regulations (TDLR) licensed laboratory for light microscopy analysis
- HES will provide rush laboratory analysis sample turnaround service
- HES is currently licensed by the TDLR to perform Mold Consulting
- HES will prepare a written report describing the sampling and results
- HES will generate a letter report describing our findings and a table listing the results of the analysis for the site

Cost

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 \$2,990.00.**



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. 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

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 7th DAY OF MAY, 2024 by:

Name: Jeff Branick

Signature: 

Title: County Judge

Company: Jefferson County

ATTEST 
DATE 5/8/2024



AUTHORITY TO REPRESENT

RE: JEFFERSON COUNTY, TEXAS civil suit against manufacturers and pharmacy benefit managers concerning the cost of insulin and other diabetes medications.

JEFFERSON COUNTY, TEXAS, a political subdivision of Texas, by and through its authorized representative, Jeff Branick, (hereinafter "CLIENT") hereby retains the law firm PROVOST ★ UMPHREY LAW FIRM LLC AND BARON & BUDD, PC as Primary Contact Firms, pursuant to the Texas Rules of Professional Responsibility, on a contingent fee basis, to pursue all civil remedies against the manufacturers of insulin and other diabetes medications along with CVS Caremark, OptumRx, and Express Scripts in their roles as pharmacy benefit managers for their role in the intentional and deliberate overpricing of insulin and other diabetes medications which has caused significant financial harm to Client related to the payment of claims for these medications on behalf of its employees and others. DARREN BROWN of the law firm of PROVOST ★ UMPHREY and Russell Budd of the law firm of BARON & BUDD, shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms:

MACK LAW FIRM
8023 Vantage Drive, Suite 690
San Antonio, Texas

LEVIN, PAPANTONIO, RAFFERTY, PROCTOR, BUCHANAN,
O'BRIEN, BARR, MOUGEY P.A.
316 South Baylen Street
Pensacola, Florida

KOZYAK TROPIN & THROCKMORTON
2525 Ponce de Leon Blvd.
9th Floor
Coral Gables, Florida

SEEGER WEISS, LLP
55 Challenger Rd.
Ridgefield Park, New Jersey

BARON & BUDD, PC
3102 Oak Lawn Avenue #1100
Dallas, Texas

In consideration, CLIENT agrees to pay twenty five percent (25%) of the total

monetary recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. Total fees and expenses shall not exceed forty percent (40%) of the gross monetary recovery. CLIENT grants Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys' fees, Attorneys shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. CLIENT is not entering into litigation for the purpose of seeking non-monetary equitable resolution and does not place sufficient value on non-monetary equitable relief to warrant the expenditure of public funds to incur attorneys' fees and litigation expenses in the pursuit thereof. Attorneys agree to pursue all remedies, including non-monetary equitable resolution, at trial. **There is no fee if there is no monetary recovery.**

BARON & BUDD and the other law firms, hereinafter referred to as the "Attorneys," agree to advance all litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. All litigation expenses shall be subject to the following limitations: (a) expenses for which reimbursement is sought must be verified by attached receipts; (b) claims for mileage and meals cannot exceed the statutory allowance as provided for under Texas law, as amended; (c) any required lodging shall be reimbursed at the single-person rate; (d) any required car rentals shall be reimbursed at the standard-size vehicle rate; (e) common carrier travel shall be reimbursed at the coach class rate; (f) faxes shall not be reimbursed; (g) legal research costs (Lexis, Westlaw, etc.) shall be reimbursed at actual cost. **There is no reimbursement of litigation expenses if there is no monetary recovery.**

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal services properly, the likelihood this employment will preclude other employment by the Attorneys, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by Texas Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and

that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the Texas Rules of Professional Conduct; and (4) the total fee is *reasonable*.

LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation.

Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the CLIENT and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the Attorney's from the judgment or settlement involved, and, if applicable, the actual division of the attorneys' fees with a lawyer not in the same firm, as required in the Texas Rules of Professional Conduct. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

For purposes of litigation, notifications required between the CLIENT and the Attorney shall be to the following:

For the CLIENT: JEFF BRANICK, COUNTY JUDGE, JEFFERSON COUNTY, TEXAS

For the Attorneys: DARREN BROWN, PROVOST ★ UMPHREY LAW FIRM

RUSSELL BUDD, BARON & BUDD LAW FIRM

If cause arises either party may terminate this Agreement prior to settlement or trial. If CLIENT terminates for Cause, CLIENT shall not be liable for the reimbursement of any costs or expenses. If Attorneys terminate for Cause, or CLIENT terminates without Cause, CLIENT shall be obligated to pay Attorneys all costs advanced prior to the notification of cancellation and any fee Attorneys may be entitled to in accordance with this Agreement upon resolution of the litigation. Cause shall include a material

breach of this Agreement, action or conduct of Attorneys resulting in a finding of malpractice, bad faith, or the advancement of frivolous claims or defenses in connection with this engagement, or the failure or refusal of CLIENT to cooperate with Attorneys in the preparation and litigation of this engagement.

The Parties recognize that the CLIENT was solicited by the Attorneys seeking to represent CLIENT in litigation relating to insulin pricing. CLIENT selected Attorneys due to their expertise in the area and is relying upon the Attorneys to only advance claims and defenses that are made in good faith and are not spurious or frivolous. The Parties stipulate that the advancement of claims or defenses in bad faith, or that are spurious or frivolous constitutes a material breach of this Agreement for which the Attorneys agree to be liable to the CLIENT for such damages. To the extent CLIENT is ordered to pay any amounts to third parties, including party defendants, as a result of the advancement of claims or defenses in bad faith, or that are spurious or frivolous, the parties accept any such judicially determined amount to be the amount of damages due and owing to CLIENT. To the extent that CLIENT's claims for monetary damages are reduced or nullified by the Attorneys' advancement of claims or defenses in bad faith or the advancement of spurious or frivolous claims or defenses, nothing in this paragraph should be interpreted to preclude the CLIENT from seeking to recover for such losses through a claim for malpractice.

During the term of this Agreement, Attorneys shall not maintain employment with another client if, in Attorneys' judgment or in the judgment of the CLIENT, the exercise of the Attorney's independent judgment on behalf of the CLIENT on any matter directly related to the services contemplated herein will or is likely to be adversely affected or create a conflict of interest as described in the Rules Regulating the Texas Bar.

The Attorneys shall promptly notify the CLIENT in writing of all potential conflicts of interest for any prospective business association, interest, or other circumstances which may influence or appear to influence the Attorneys' judgment or quality of the legal services. The notice shall identify the prospective business association, interest, or circumstance and the nature of work that the Attorneys want to undertake and request the CLIENT's opinion as to whether the association, interest, or circumstance would, in the opinion of the CLIENT, constitute a conflict of interest if entered into by the Attorneys. The CLIENT agrees to notify Attorneys of its opinion within sixty (60) calendar days of receipt of notification by Attorneys. If, in the opinion of the CLIENT, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Attorneys, the CLIENT shall so state in its opinion, and the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the legal services.

The Attorneys understand that applicable Texas State Law may apply to the provisions of legal services pursuant to this Agreement, and the Attorneys agree to

abide therewith at no additional cost to the CLIENT.

The Attorneys and all their employees, agents, and servants are, and will be, in the performance of the legal services under this Agreement, independent contractors and not an employee of the CLIENT. All persons engaged in the Legal Services performed by the Attorneys pursuant to this Agreement will always, and in all places, be subject to the Attorney's supervision and control. The Attorneys must exercise direct control over the means and manner in which they and their employees, agents, and servants perform the Legal Services. The Attorneys do not have the power or authority to, and agrees that they will not attempt to, bind the CLIENT in any promise, agreement, or representation other than as specifically provided for in this Agreement. The Attorneys must at all times maintain insurance satisfying the requirements, attached hereto as Exhibit "A" to this document.

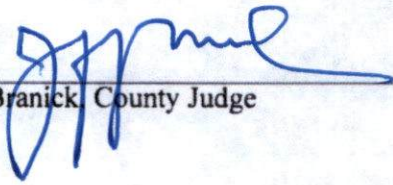
The Attorneys warrant and represent that all of their employees are treated equally during employment without regard to race color, religion, sex, age, national origin, ancestry, marital status, sexual orientation, or disability.

The Attorneys warrant and represent that they have and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a professional manner and that all services will be performed by skilled and competent personnel to the highest professional standards and qualified to perform the specialized Legal Services required under this Agreement.

All written and oral information not in the public domain and not previously known, and all information and data obtained, developed, or supplied by the CLIENT or at its expense shall be kept confidential by the Attorneys and shall not be disclosed to any other party not subject to any confidentiality order in place in this litigation and/or the any consolidated Multidistrict Litigation (MDL), directly or indirectly, without the CLIENT'S prior written consent unless required by an order issued by a court or like authority of lawful jurisdictions.


The terms and conditions of the Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

The laws of the State of Texas shall govern this Agreement and the parties stipulate that venue shall be in Jefferson County, Texas.


Jeff Branick, County Judge

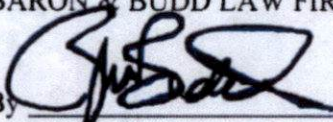
The employment is hereby accepted upon the terms stated herein:

PROVOST * UMPHREY LAW FIRM

By 
Darren Brown
Lead Counsel

5/2/2024
Date

BARON & BUDD LAW FIRM

By 
Russell Budd
Lead Counsel

5/2/2024
Date

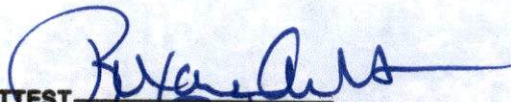

ATTEST
DATE 5/8/2024



EXHIBIT A
INSURANCE REQUIREMENTS

- A. Workers' Compensation – The contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 for Employers' Liability.
- B. Commercial General Liability – The contractor shall provide coverage for all operations, including, but not limited to, contractual, products and completed operations and personal injury. The limits shall not be less than \$1,000,000 per occurrence, combined single limits (CSL), or its equivalent. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
- C. Business Automobile Liability – The contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent. In the event that the contractor does not own automobiles the proposer shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- D. Professional Liability (Errors & Omissions) – The contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$2,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in cursive script, appearing to be "DC", is written over the name "Deborah Clark".

Date: May 7, 2024

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

May 7, 2024

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
	MAINTENANCE - CAFE	(2) TRASH BINS	
<i>contact person: Greg Keller</i>			
	SHERIFF	FAX MACHINE	
<i>contact person: Jamie Miller</i>			
	SHERIFF - NARCOTICS	FELLOWES SHREDDER	091119/0001521
	SHERIFF - NARCOTICS	IBM TYPEWRITER	11V8521
<i>contact person: Captain Andrew Jones</i>			

ATTEST
DATE 5/8/2024



Approved by Commissioners' Court:

[Handwritten signature]



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

RECEIVED APR 15 2024

Date: 4/8/20224

Department: Sheriff's Office

Contact Person: Sue Kelly

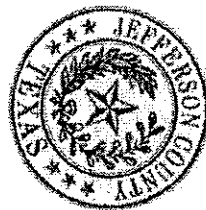
Phone: 409-726-2532

Fax: 409-726-2583

Department Head Approval: [Signature]

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
Ballistic vest	170000213495	none	expired
Ballistic vest	170000437351	none	expired
Ballistic vest	170000437386	none	expired
Ballistic vest	170000437398	none	expired
Ballistic vest	170000437363	none	expired
Ballistic vest	170000437403	none	expired
Ballistic vest	170000437368	none	expired
Ballistic vest	170000437404	none	expired



JEFFERSON COUNTY PURCHASING DEPARTMENT
DISPOSAL OF SALVAGE PROPERTY

Date: 4/8/20224

Department: Sheriff's Office

Contact Person: Sue Kelly

Phone: 409-726-2532

Fax: 409-726-2583

Department Head Approval: *[Signature]*

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
Ballistic vest	210000004214	none	expired
Ballistic vest	210000004203	none	expired
Ballistic vest	180000280899	none	expired
Ballistic vest	130000188771	none	expired
Ballistic vest	130000188755	none	expired
Ballistic vest	180000280910	none	expired
Ballistic vest	170000437350	none	expired
Ballistic vest	170000437384	none	expired



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 4/8/20224

Department: Sheriff's Office

Contact Person: Sue Kelly

Phone: 409-726-2532

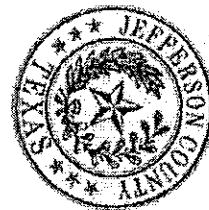
Fax: 409-726-2583

Department Head Approval:

[Signature]

Approved in Com. Court:

Description of Property	Serial No.	Asset No.	Condition of Property
Ballistic vest	170000437367	none	expired
Ballistic vest	170000437374	none	expired
Ballistic vest	170000437409	none	expired



**JEFFERSON COUNTY PURCHASING DEPARTMENT
DISPOSAL OF SALVAGE PROPERTY**

Date: 4/8/2024

Department: Sheriff's Office

Contact Person: Sue Kelly

Phone: 409-726-2532

Fax: 409-726-2583

Department Head Approval: [Signature]

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
Streamlight Stinger Flashlight	C4-264216A0711	none	broken
Streamlight Stinger Flashlight	C4-3080100412	none	broken
Axon Taser X26	X00-223863	none	broken
Axon Taser X26	X00-251432	none	broken
Axon Taser X26	X00-599477	none	broken
Axon Taser X26	X00-639095	none	broken

Transfer

Laurie Leister <Laurie.Leister@jeffcotx.us>

Tue 4/30/2024 12:05 PM

To: Fran Lee <Fran.Lee@jeffcotx.us>; Rebekah Patin <Rebekah.Patin@jeffcotx.us>

📎 1 attachments (896 KB)

Laptop For Elections 1.pdf;

Good morning,

1692.-

We are requesting a transfer of \$~~1,691.48~~ from 120-1034-414-30.84 to 120-1034-414.60-02 for the purchase of a laptop computer for the Elections Department.

The requisition was prepared by MIS.

Please let me know if I need to do anything else.

Thank you,

Laurie Leister
Chief Deputy County Clerk
Jefferson County, Texas
1085 Pearl Street
P. O. Box 1151
Beaumont, Texas 77704-1151
409-835-8787 Please note the new phone number
laurie.leister@jeffcotx.us



Dell Computer - Saved Quote Information -3000175032483

Dell (please do not reply) <automated_email@dell.com>

on behalf of

Dell Inc. <dell_automated_email@dell.com>

Wed 4/24/2024 9:53 AM

To: Amy Serrant <Amy.Serrant@jeffcotx.us>

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

You have saved an eQuote 3000175032483

An eQuote is now saved in your Dell Online Store.

This will be held for 30 days and will expire on 05/24/2024

Your eQuote has been sent to:

Emailed to: amy.serrant@jeffcotx.us

amy.serrant@jeffcotx.us

To retrieve this eQuoteLogin to [Premier](#)

Sign in to Jefferson County

Click on "Quotes" in the top menu bar and search for eQuote number 3000175032483

eQuote Name	Ticket 17338 Laurie Leister
Saved By	amy.serrant@jeffcotx.us
eQuote Description	
Authorized Buyer	
Notes/Comments	
Account Name	Jefferson County
Contract Code	C000000006841
Contract Name	Texas Department of Information Resources (TX DIR)
Customer Agreement #	TX DIR-TSO-3763

Shipping Info

Amy Serrant
1149 Pearl St. 6th Floor
Beaumont, TX 77701
(409) 835-8447

Billing Info

ACCOUNTS PAYABLE
1149 PEARL ST
STE 6TH
BEAUMONT, TX 77701-3634

eQuote Summary

Description	Quantity	Unit Price	Subtotal
-------------	----------	------------	----------

WD22TB4	1	\$327.59	\$327.59
Latitude 5440	1	\$1,363.89	\$1,363.89

Non Taxable Amount	\$1,691.48
eQuote Subtotal	\$1,691.48
Shipping*	\$0.00
Shipping Discount*	\$0.00
Tax*	\$0.00
Environmental Disposal Fee*	\$0.00

eQuote Total* \$1,691.48

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Note: Your order may contain one or more items which are billed on a recurring basis. See Important Notes for details on your specific offering and, for customers with auto-renewing subscriptions, how to turn off automatic renewal.

eQuote Details

Description	Quantity	Price
rcrc1288351-6670338 WD22TB4	1	\$374.99
Premier Discount		\$47.40
		<hr/>
		\$327.59

Module	Description	Product Code	SKU	ID
BASE,DS,WD22TB4 US 180W	Dell Thunderbolt 4 Dock - WD22TB4	GBNM2HY	[210-BDQH]	1
Services:Hardware Support	3Y Basic Hardware Service with Advanced Exchange after Remote Diagnosis	G90GYFH	[872-8557] [872-8550]	29

rcrc1288351-7464557 Latitude 5440	1	\$3,202.71
Premier Discount		\$1,838.82
		\$1,363.89

Module	Description	Product Code	SKU	ID
Base	Dell Latitude 5440 XCTO Base	GY5GDZL	[210-BFZY]	1
Processor	13th Gen Intel® Core™ i5-1345U vPro® (12 MB cache, 10 cores, 12 threads, up to 4.7 GHz Turbo)	GWV7K40	[379-BFBR]	146
Operating System	Windows 11 Pro, English, Brazilian Portuguese, French, Spanish	G01OVWE	[619-ARSB]	11
Office Productivity Software	No Microsoft Office License Included - 30 day Trial Offer Only	GC7OFJV	[658-BCSB]	1002
Dell Endpoint Security	CrowdStrike Endpoint Protection Enterprise w Essential Support 1yr	GECBXJ0	[634-CCLH]	200465
Base Options	Intel 13th Generation Core i5-1345U vPro, Intel Integrated Graphics, TBT4	G365WNX	[338-CHFP]	149
Intel Responsiveness Technologies	Intel® Rapid Storage Technology Driver	GYMIZO6	[409-BCWR]	707
PalmRest	Single Pointing, No Palmrest Security Options	GH1IQAG	[346-BINY]	55
Systems Management	Intel vPro Enterprise Technology Enabled	GK8015M	[631-ADPZ]	49
Memory	16 GB, 1 x 16 GB, DDR4, 3200 MT/s, Non-ECC, single-channel	GUW12AB	[370-AFVP]	3
Hard Drive	256 GB, M.2 2230, PCIe NVMe, SSD, Class 35	G9A56UB	[400-BOLL]	8
LCD	14.0" FHD (1920x1080) Non-Touch, AG, IPS, 250 nits, FHD Cam, WLAN	G6KY18G	[391-BHDU]	760
Keyboard	English US backlit keyboard, 79-key	GNJ8GDK	[583-BHCH]	4
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Wireless Driver	Intel® AX211, 2x2, 802.11ax, MU-MIMO Driver, Bluetooth	G2EYP67	[555-BJFN]	7
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card	GL03PXW	[555-BHHU]	19
Mobile	No Mobile Broadband Card	GR957IY	[556-BBCD]	114

Broadband				
Primary Battery	3 Cell, 54 Wh, ExpressCharge™, ExpressCharge™ Boost capable	GFB63PN	[451-BDBL]	112
AC Adapter	65W AC adapter, USB Type-C, TCO Gen9 compliant	GI417VR	[492-BDHS]	1015
Security Software	No anti-virus software	GD4K19S	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA90Q1	[620-AALW]	200013
Power Cord	E4 Power Cord 1M for US	GC90V4B	[537-BBDO]	20
Setup and Features Guides	Latitude 5440 Quick Start Guide	GJHB05N	[340-DDHM]	60
Resource Media	No Resource USB Media	G5KFAU6	[430-XXYG]	50
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
ENERGY STAR	ENERGY STAR Qualified	GFSJ2Q8	[387-BBPC]	122
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Non-Microsoft Application Software	Dell Additional Software	GX3QS7G	[658-BFQB]	1003
Packaging	Mix Model 15W CPU + UMA + 65W ADPT	G204BVG	[340-DKTG]	465
Processor Label	Intel® Core™ i5 vPro Enterprise Label	G4EP159	[340-CYNW]	749
Transportation from ODM to region	Standard Shipment (VS)	G11R983	[800-BBQK]	200080
EAN POD label	No UPC Label	G8WGTYN	[389-BCGW]	292
Chassis Options	Latitude 5440 Bottom Door (Big Door), Intel 13th Gen U-Series CPU	G38UZIS	[321-BJTH]	116
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	[379-BDZB]	200331
Windows AutoPilot	No AutoPilot	GYEO2AP	[340-CKSZ]	291
Camera	FHD RGB Camera w/ Mic	GZO4IC3	[319-BBJT]	379
Additional Opticals	No Removable CD/DVD Drive	GDCPVRO	[429-AATO]	105
Additional System Options	CFI Information Swizzle, No Up, Foot, Factory Install	12421084	[364-9118]	701
Additional System Options	CFI Routing SKU	12421085	[365-0257]	701
Additional System Options	Image Load - Custom Image, Factory Install	12421093	[366-0147]	701
Additional System Options	CFI, Information Client, Only	12421086	[371-0941]	701

Additional System Options	CFI,Information,CSRouting,Elig ible,Factory Install	12421087	[375-3088]	701
Additional System Options	CFI,Information,GPTBR,PART,DNR ,Factory Install	12421088	[376-6666]	701
Additional System Options	CFI,Information,DYNAMIC,IMAGEA SSIST-SI,Factory Install	12421089	[376-7610]	701
Additional System Options	CFI,SW,GPT,Image,GNRC,Domestic ,Factory Install	12421090	[377-3166]	701
Additional System Options	CFI,INFO,WIN 11 PRO,VLA,Factor y Install	12421091	[382-4439]	701
Additional System Options	CFI,INFO,WIN11,UPDT,22H2.FACT	12421092	[382-6357]	701
			[997-8317]	
			[997-8366]	
			[997-8367]	
Service	5Y ProSupport Plus with ProSupport and AD and KYHD and Service Account Mgr	PPN5	[997-8392]	29
			[997-8393]	
			[997-8394]	
			[997-8395]	
			[975-3461]	

Non Taxable Amount \$1,691.48

eQuote Subtotal \$1,691.48

Shipping* \$0.00

Shipping Discount* \$0.00

Tax* \$0.00

Environmental Disposal Fee* \$0.00

eQuote Total* \$1,691.48

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Let's connect.



Legal Disclaimer: Please note that Dell cannot be responsible for pricing or other errors and reserves the right to cancel any orders arising from such errors. The amount of tax and shipping added to your order depends on where you have asked for the

product to be shipped as well as on which products and/or services you've chosen to purchase. Your order is subject to Dell's Terms and Conditions of Sale which include a binding arbitration provision.

Subscription Customers: If your order includes a recurring billing subscription, you authorize Dell to charge your payment method on file on a recurring basis. You may opt out of automatic renewal or update payment information at any time through the web portal used to manage your subscription. Offer specific subscription terms for details ([Commercial](#); [Consumer](#)).

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**Jefferson County
Precinct #3**

Memo

To: Rebekah Patin
From: Kimberly Doyle
CC: Michael Sinegal, Jeffery Collins
Date: May 2, 2024
Re: Umphery Park Pier Lights - for Richard Savant to fix

Please move money from Acct. 116-0606-452-50-77 \$ 4000.00 & \$225.00 From Acct. 116-0606-452-4057 and move it to Acct.# 116-0606-452-4009 Buildings & Grounds.

I will call you when you get in!

If you have any questions please give me a call (409) 736-2851

Thank You


Kimberly Doyle
Precinct #3

Savant Electric Company
 17903 Hwy 124
 Beaumont, TX 77705
 (409) 790-2052
 savants18@yahoo.com

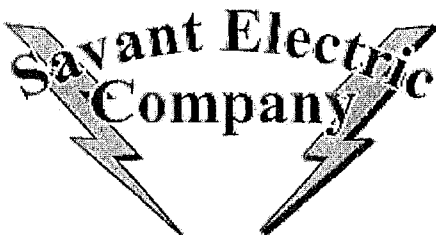
April 24, 2024

GENERAC

AUTHORIZED DEALER

SALES | SERVICE | INSTALLATION

Bill To:
 PRECINCT 3
 3964 MLK JR DR
 PORT ARTHUR, TX
 (409) 983-8300



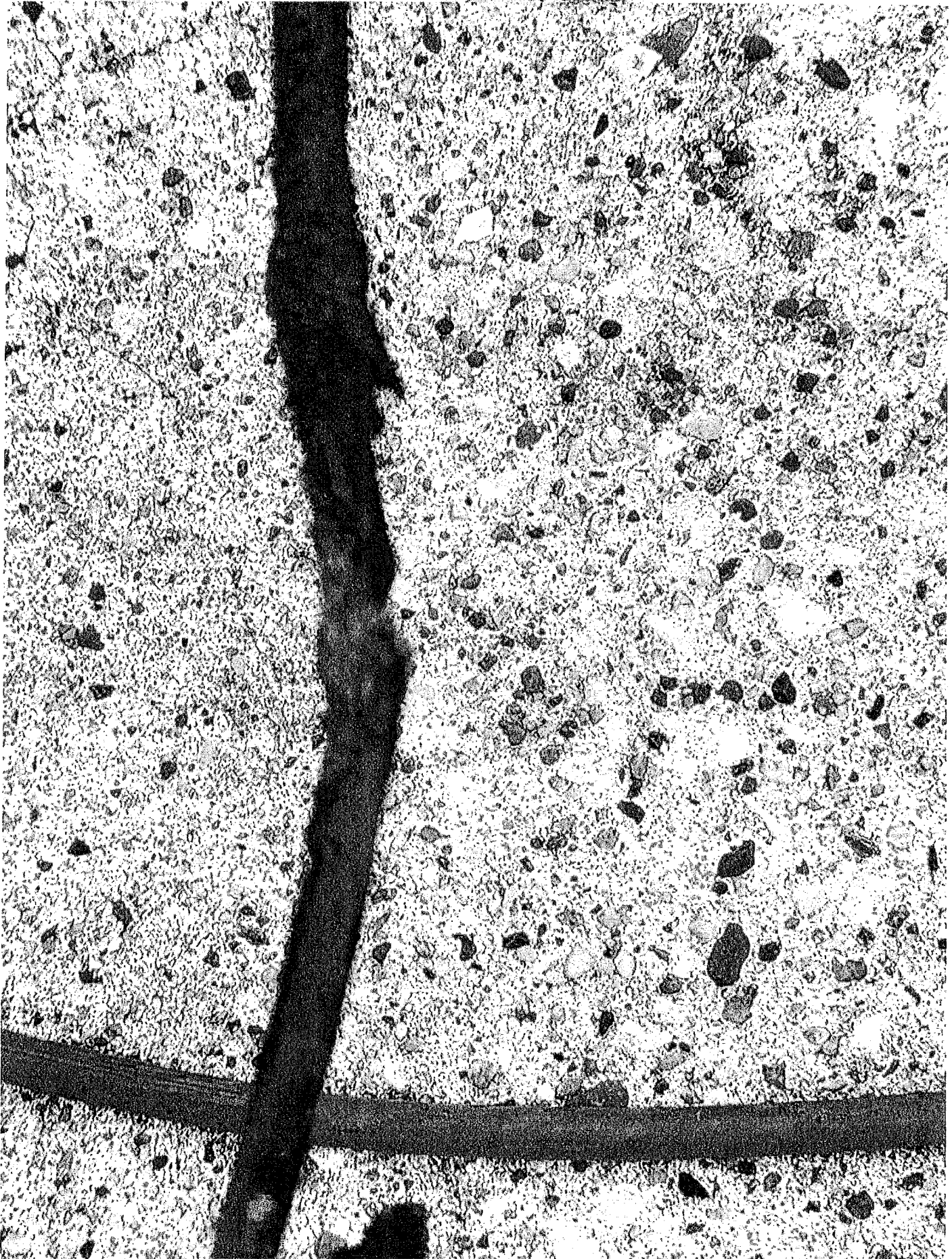
Please make all checks payable to RICHARD SAVANT, or call our office to make a credit card payment.

DESCRIPTION	AMOUNT
TRUBLE SHOOT & REPAIR LIGHTS AT PARK	
4/16/2024	
PARTS	\$ 811.49
FUEL SURCHARGE	\$ 50.40
8.5- TECH 1 AND TECH 2 HOURS	\$ 1,190.00
4/17/2024	
PARTS	\$ 463.71
FUEL SURCHARGE	\$ 50.40
9-TECH 1 HOURS	\$ 855.00
6- TECH 2 HOURS	\$ 570.00

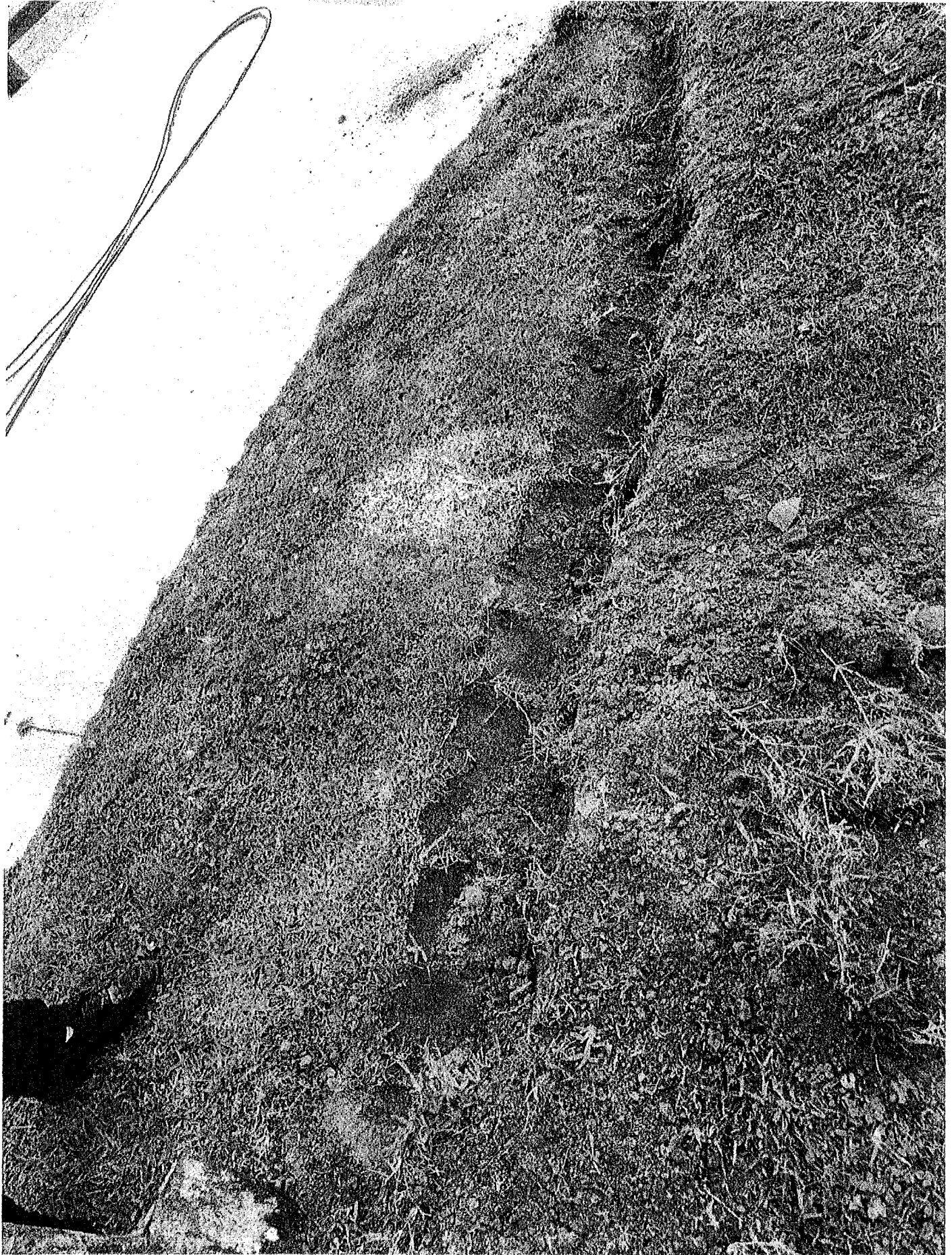
DESCRIPTION	AMOUNT
4/19/2024	
PARTS	\$ 577.75
FUEL SURCHAGE	\$ 50.40
8.5- TECH 1 HOURS	\$ 807.50
9- TECH 2 HOURS	\$ 855.00
4/24/2024	
PARTS	\$ 162.05
FUEL SURCHARGE	\$ 50.40
6.5- TECH 1 HOURS	\$ 617.50
2- TECH 2 HOURS	\$ 190.00
SAW CUT CONCRETE AND REMOVE	\$ 740.50
Total	\$8,042.10

THANK YOU FOR YOUR BUSINESS!

DESCRIPTION	AMOUNT
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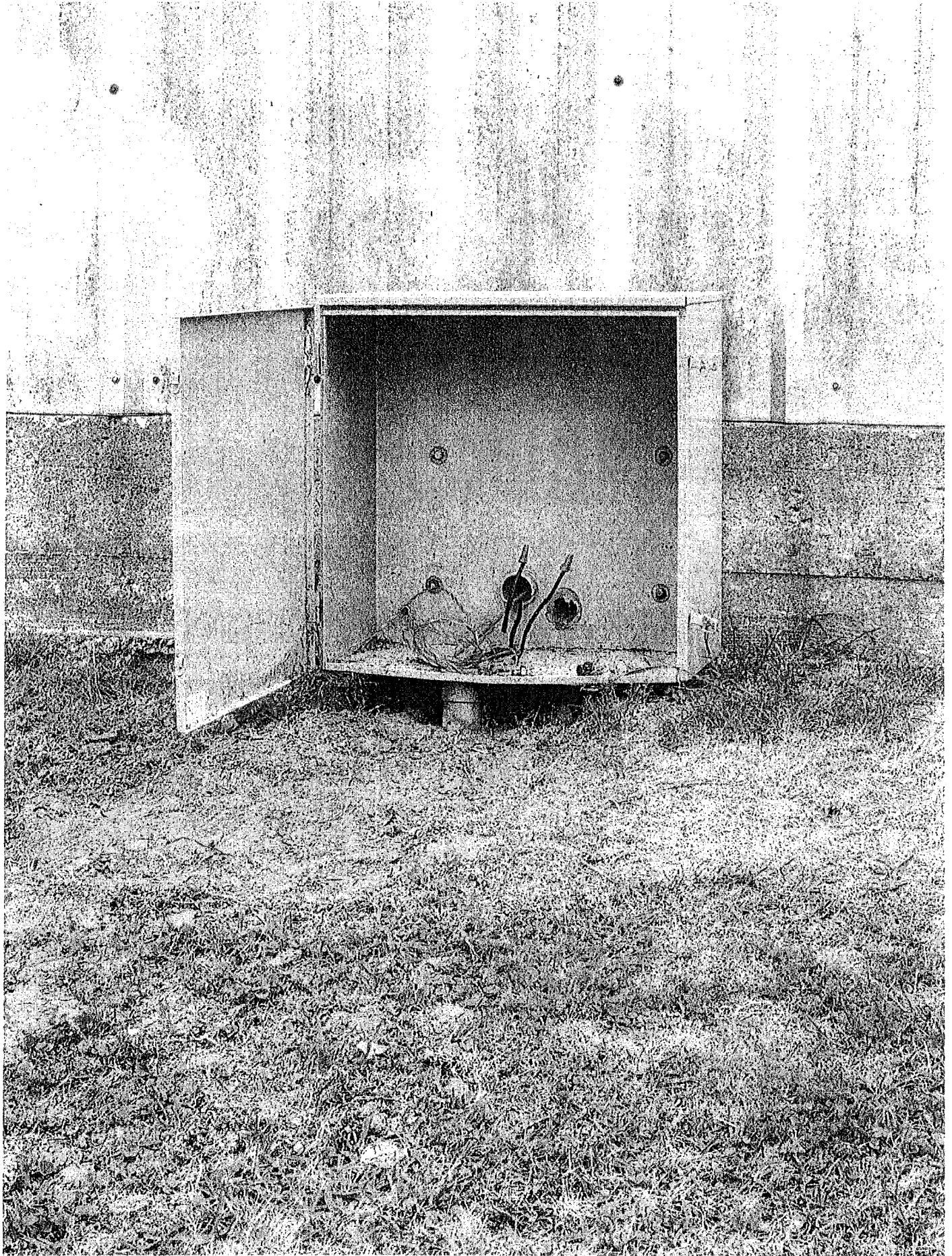
Hand dug trench



where it was broken



Box for Pier lights



Putting wires!



Jefferson County

American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner

Land Manor

Project Name / Description

Franklin House South Renovations
Franklin House North New Roof

Primary Project Contact/Requester & Title

Arlene Greene, Executive Director

Mailing Address

4655 Collier Street
Beaumont, Texas 77706

Request Breakdown

Year:	2024	Advance Drawdown Request Amount:	\$ 171,400.00
Quarter:	First	Validated Total:	\$ 0.00
Total Award:	\$ 250,000.00	Validated Balance this request:	0

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

Expense Item Description	Est Amount	Validated Actual
1 First & second phase of interior work at Franklin South	\$114,000.00	
2 Engineer work on floor plan	\$ 2,000.00	
3 Roof replacement at Franklin House North	\$ 55,400.00	
4		
5		
6		
7		
8		

Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses		Validated Total
Total Request Amount:	\$ 171,400.00	\$ 0.00

Certification

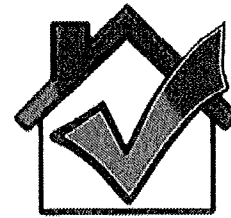
I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.

Arlene Greene
Requester Signature & Title

4/25/2024
Date

Assess Construction, LLC
 5710 Nicole Ln
 Beaumont, TX 77713

dtheeck1@icloud.com
 +1 (409) 434-4047



Land Manor

Bill to
 Land Manor
 5670 Concord Road
 Beaumont, Texas 77708

Ship to
 Land Manor
 5670 Concord Road
 Beaumont, Texas 77708

Estimate details

Estimate no.: 1515
 Estimate date: 03/22/2024
 Expiration date: 04/22/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Asphalt Roof remove and replace approx. 156 squares of arch 30 year shingles, install poly underlayment, replace all lead jacks, vents, ridge vents if applicable, and all drip edge. there is a 12' section of ridge vent blown off and a bit of water getting in when raining. it appears no severe damage has taken place however, if decking in this area needs to be replaced or rafters need to be cut and scabbed no additional charges will be billed. other than this structure is in good shape. we can start project at any time if need be however, if project has to start April 23, 2024 we can be finished by May 3rd, 2024 or sooner. allowing 3 days for rain or weather.		1	\$54,800.00	\$54,800.00
2.		Wind Storm Certification windstorm certification		1	\$600.00	\$600.00
3.		References Lisa Coon, Brentwood Country Club - 409-656-6929 Michelle Munez, MVM Salon and Barber Shop 409-504-8969 Bryant Wheeler, Residential detached garage new build 409-651-0087 Cassandra Gofney, ISTC 409-720-7290		1	\$0.00	\$0.00
4.		Personal and Company Background Derek Theeck 5710 Nicole Ln Beaumont Texas 77713 409-383-3585 cell call or text S Corpe see attachments 10-7-2021 Company Size - Multi Million Dollar Company, we do 70% Residential and 30% Commercial ranging from new home bullds, metal buildings, concrete - new, repaired, and concrete foundation leveling. metal, flat, and asphalt roofs. electrical, sheetrock new and repair, plumbing, all remodeling and includes - kitchens, flooring, painting, tile custom showers, bathrooms, trim work, cabinet reffinish and replacement, window replacement and new, insulation, landscaping, we basically do everything but install pools. We do work ranging to million dollar custom homes down to subfloor replacement and brick mailboxes. On the commercial side we down work for ISTC here in Beaumont and Baytown 37,000 sq ft facility all the way down to salon remodels.		1	\$0.00	\$0.00

Total

\$55,400.00

Note to customer

All materials are to be provided by Assess Construction. All work areas are to be cleaned daily and all trash to be removed when job is completed. For scheduling purposes, Assess Construction requires 50% of invoice up front and 50% when job is completed.

Expiry
date

04/22/2024

REDEEM CONSTRUCTION

Estimate/Contract

Avenue A Project
Land Manor
4655 Collier Street
Beaumont, TX 77706
Submitted By:

Redeem Construction

8230 Stacy
Beaumont, TX 77705
(409) 454-7296
Redeemconstruction.rc@gmail.com

REDEEM CONSTRUCTION

This is a contract entered into by **Redeem Construction** (hereinafter referred to as "the Provider") and **Land Manor** (hereinafter referred to as "the Client") on this **28th day of March 2024**.

The Provider agrees to provide services described herein under "Scope of Work and Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under "Payment for Services Rendered." The Provider agrees to furnish the material as needed, provide the labor, and the laborers to complete the project as per the following Scope of Work and Services.

Warranty:

The warranty period for all work shall be a one (1) year warranty on materials and workmanship to be free of any defects, other than normal wear and tear, from the date of completion, unless otherwise specified. Any such area determined to fall within the warranty parameters will be repaired according to industry standards.

Scope of Work and Services:

Services to Be Rendered by Provider: enumerate here each particular task to be performed and its acceptable result, as follows; As requested, Redeem Construction will be making repairs and/or renovations in the Interior of the property, located at **Avenue A**.

Interior

Six Dorm Rooms (\$78,000)

- Repair cinderblock walls (\$6000)
- Float all walls and ceilings (\$7500)
- Spray orange texture (\$7000)
- Bring all lighting, plugs, and switches up to code (\$7500)
- Install 12 recessed lights in each dorm room (\$9000)
- Refurbish all closets (\$6500)
- Install new entry doors and paint (\$9000)
- Install waterproof vinyl plank flooring (\$16000)
- Install new rubber cove base (\$9500)

Two Bathrooms With Tub & Shower And One Stand-Up Shower (\$10,500)

- Float all walls and ceilings (\$1000)
- Bring all lighting, plugs, and switches up to code (\$1200)
- Remove tub and install ADA compliant tile shower (\$1100)
- Remove old shower and install second ADA compliant tile shower (\$1100)
- Paint walls and ceilings (\$1500)
- Install new metal door and paint (\$1000)
- Install new cabinet doors and paint (\$1000)
- Install new ADA compliant sink and toilet (\$1100)
- Install new vinyl plank flooring (\$1500)

REDEEM CONSTRUCTION

- Install new ADA compliant sink and toilet (\$750)
- Install new vinyl plank flooring (\$2500)

Hallway (\$9,500)

- Repair cinderblock walls (\$1000)
- Float all walls and ceilings (\$1000)
- Spray orange texture (\$1500)
- Bring all lighting, plugs, and switches up to code (\$1000)
- Install recessed lights in each dorm room (\$2000)
- Install waterproof vinyl plank flooring (\$2000)
- Install new rubber cove base (\$1000)

Small Day Room (\$10,000)

- Repair cinderblock walls (\$1000)
- Float all walls and ceilings (\$1000)
- Spray orange texture (\$1500)
- Bring all lighting, plugs, and switches up to code (\$1000)
- Install recessed lights in each dorm room (\$2000)
- Install waterproof vinyl plank flooring (\$2000)
- Install new rubber cove base (\$1000)
- Install new entry door (\$500)

Counselor's Office (\$10,000)

- Repair cinderblock walls (\$1000)
- Float all walls and ceilings (\$1000)
- Spray orange texture (\$1500)
- Bring all lighting, plugs, and switches up to code (\$1000)
- Install recessed lights in each dorm room (\$2000)
- Install waterproof vinyl plank flooring (\$2000)
- Install new rubber cove base (\$1000)
- Install new entry door (\$500)

Phase 1 - 20 days

6 Dorm Rooms

Two Bathrooms with tub/shower and one stand up shower

Two bathrooms with one shower

Four Office rooms

Phase 2 - 20 days

Laundry Room

Kitchen

Day Room

Phase 3 - 20 days

Hallway

Small Day Room

Counselor's Office

REDEEM CONSTRUCTION

Four Office Rooms (\$22,000)

- Float walls and ceilings (\$3500)
- Bring all lighting, plugs, and switches up to code (\$3000)
- Install recessed lighting (\$3000)
- Install new entry door and paint (\$1000)
- Paint walls and ceilings (\$2500)
- Install new vinyl plank flooring (\$7500)
- Install rubber cove base (\$1500)

Laundry Room (\$8,000)

- Float walls and ceilings (\$1000)
- Bring all lighting, plugs, and switches up to code (\$1000)
- Install recessed lighting (\$1000)
- Install new entry door and paint (\$1000)
- Paint walls and ceilings (\$1500)
- Install new vinyl plank flooring (\$1500)
- Install rubber cove base (\$1000)

Kitchen (\$9,000)

- Float walls and ceilings (\$1000)
- Bring all lighting, plugs, and switches up to code (\$1000)
- Install recessed lighting (\$1000)
- Install new entry door and paint (\$1000)
- Paint walls and ceilings (\$1500)
- Install new vinyl plank flooring (\$1500)
- Install rubber cove base (\$1000)
- Install new doors and drawers on existing cabinets (\$1000)

Day Room (\$14,000)

- Float walls and ceilings (\$1500)
- Bring all lighting, plugs, and switches up to code (\$1500)
- Install recessed lighting (\$2500)
- Install new entry door and paint (\$1000)
- Paint walls and ceilings (\$1500)
- Install new vinyl plank flooring (\$3500)
- Install rubber cove base (\$1500)
- Install partition half-wall so clients can conduct meetings (\$1000)

Two Bathrooms With One Shower (\$10,000)

- Float all walls and ceilings (\$1000)
- Bring all lighting, plugs, and switches up to code (\$1000)
- Remove tub and install ADA compliant tile shower (\$1000)
- Remove old shower and install second ADA compliant tile shower (\$1000)
- Paint walls and ceilings (\$1500)
- Install new metal door and paint (\$500)
- Install new cabinet doors and paint (\$750)

REDEEM CONSTRUCTION

Miscellaneous:

- Contractor will provide all material samples that are within budget
- Client will be responsible for the difference of any materials outside Provider's allowance
- Upon completion, job site will be cleaned and move in ready
- This bid includes installation of plumbing fixtures
- Any modifications, add-ons, materials selected outside of provided samples will be at additional cost to Client

Payment for Services Rendered:

The Client shall pay the Provider for services rendered according to the payment schedule verbally agreed on for services rendered from the Provider. The Client shall pay 1st payment of (\$57,000) at the start of the services, a second payment of (\$57,000), a third payment of (\$57,000) and a final payment of (\$10,000) for a total amount of \$181,000.

Draw 1 Breakdown: Approximately \$34,200 Materials and Approximately \$22,800 Labor

Draw 2 Breakdown: Approximately \$34,200 Materials and Approximately \$22,800 Labor

Draw 3 Breakdown: Approximately \$34,200 Materials and Approximately \$22,800 Labor

Signatures:

Land Manor - Arlene Greene

(Printed Name of Client)

Arlene Greene

(Signature of Client)

4/16/24

(Date)

(Printed Name of Provider or agent)

(Signature of Provider or agent)



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY

Washington, D.C. 20503

April 29, 2024

Judge Jeff Branick
County of Jefferson
1149 Pearl Street, 7th Floor
Beaumont, TX 77701-3600

Dear Judge Branick:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G24HN0029A) has been awarded in the amount of \$24,552.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Houston HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The grant agreement and conditions are enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the grant conditions. Failure to adhere to the grant conditions may result in the termination of the grant or the initiation of administrative action. ONDCP also may terminate the award if it no longer effectuates program goals or agency priorities.

If you accept this award, please sign both the grant agreement and the conditions and return a copy via email to your respective NHAC accountant or to the following address:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600

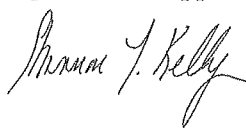
Please keep the original copy of the grant agreement and conditions for your file. If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395 - 6794.

Sincerely,

A handwritten signature in black ink that reads "Shannon J. Kelly". The signature is written in a cursive style.

Shannon Kelly

National HIDTA Director

Executive Office of the President Office of National Drug Control Policy		Grant Agreement	
1. Recipient Name and Address Jeff Branick Judge County of Jefferson 1149 Pearl Street 7th Floor Beaumont, TX 77701-3600	4. Award Number (FAIN): G24HN0029A		5. Period of Performance: From 01/01/2024 to 12/31/2025
	6. Federal Award Date: April 29, 2024		
2. Total Amount of the Federal Funds Obligated: \$24,552.00	8. Supplement Number		7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency \$24,552.00			
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount:		
3A. Project Description <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$24,552.00		
	11. Total Amount of Federal Award: \$24,552.00		
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.			
13. Statutory Authority for Grant: <i>Public Law 118-47</i>			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Official Jeff Branick Judge County of Jefferson		
16. Signature of Approving ONDCP Official 	17. Signature of Authorized Recipient/Date		
AGENCY USE ONLY			
18. Accounting Classification Code UEI: EKC1BVNLJXA8 DUNS: 010807535 EIN: 1746000291A3	19. HIDTA AWARD <i>OND1070DB2425XX 2024 OND6113</i> <i>OND2000000000 OC 410001</i>		

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the “§ 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. §3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.
2. This award is subject to the following additional regulations and requirements:
 - 28 C.F.R. § 69 – “New Restrictions on Lobbying”
 - 2 C.F.R. § 25 – “Universal Identifier and System of Award Management”
 - Conflict of Interest and Mandatory Disclosure Requirements
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the grantee’s audited fiscal year to the Federal Audit Clearinghouse (fac.gov)
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Payment Management System (HHS-PMS). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
7. These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at <https://www.whitehouse.gov/ondcp/grant-programs/>.

8. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 CFR 200.340.
9. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-federal entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Non-federal entities that have received a federal award including the terms and conditions outlined in appendix XII of this part are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. §180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

10. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
11. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.
12. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. §180, dealing with all sub-awards and contracts issued under the grant.
13. As specified in 2 CFR 200.303 Internal Controls, recipient must:

- a) Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - b) Comply with federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c) Evaluate and monitor the non-federal entity’s compliance with statute, regulations, and the terms and conditions of the federal award.
 - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
14. Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.
15. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.
16. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, shall clearly state—
- a) the percentage of the total costs of the program or project which will be financed with federal money;
 - b) the dollar amount of Federal funds for the project or program; and
 - c) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. See 2 C.F.R. Part 200, Appendix XII.

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The grant condition is as follows:

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 *et seq.* and in the ONDCP National HIDTA Program Office HIDTA *Program Policy and Budget Guidance* (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website:
[Program Policy and Budget Guidance2021.pdf \(nhac.org\)](https://www.nhac.org/Program-Policy-and-Budget-Guidance2021.pdf)
 In addition, as a condition for receiving this award, recipients must complete safe and healthy workplace trainings as outlined in the PPBG.

D. Federal Award Performance Goals

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

E. Payment Basis

1. A request for advance or reimbursement shall be made using the HHS/DPM system (<https://pms.psc.gov/>).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.
3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 *et seq.*) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

Remittance Instructions – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

- ❖ Funds, interest, principal, and excess cash returns should include the following information:
 - Payee Account Number (PAN)
 - PMS document number (grant number) and subaccount(s)
 - The reason for the return (*e.g.*, excess cash, funds not spent, interest, part interest part other, etc.)
- ❖ The following information is also required:
 - For ACH Returns:
 - Routing Number: 051036706
 - Account number: 303000
 - Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN
 - For Fedwire Returns **(1)**:
 - Routing Number: 021030004
 - Account number: 75010501
 - Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

(1) Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.

- ❖ For recipients that do not have electronic remittance capability, please make check**(2)** payable to:

“The Department of Health and Human Services.”

 - Mail Check to Treasury approved lockbox: HHS Program Support Center, P.O. Box 979132, St. Louis, MO 63197

(2) Please allow 4–6 weeks for processing of a payment by check to be applied to the appropriate PMS account.

- ❖ Questions can be directed to PMS at 877–614–5533 or PMSSupport@psc.hhs.gov.
4. The grantee or subgrantee may keep interest amounts up to \$500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Jeff Branick
County of Jefferson

Date: _____

Initiative Cash by HIDTA

FY 2024

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
Houston	County of Jefferson	South East Texas Drug Enforcement Task Force	24,552.00	Investigation	G24HN0029A
Agency Total : County of Jefferson			24,552.00		

Total

24,552.00

Budget Detail

2024 - Houston

Initiative - South East Texas Drug Enforcement Task Force

Investigation

Award Recipient - County of Jefferson (G24HN0029A)

Resource Recipient - Jefferson County

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)

\$24,552.00

Services	Quantity	Amount
Vehicle allowance	3	\$24,552.00
Total Services		\$24,552.00
Total Budget		\$24,552.00

NAME	AMOUNT	CHECK NO. 102	TOTAL
JURY FUND			
DAWN DONUTS	43.50	517177	
CHAPMAN VENDING	697.05	517209	740.55**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	1,296.38	517052	
M&D SUPPLY	57.01	517082	
ACE IMAGEWEAR	78.23	517094	
SOUTHERN TIRE MART, LLC	50.00	517105	
VERIZON WIRELESS	75.98	517121	
UNITED STATES POSTAL SERVICE	7.48	517126	
WALLER COUNTY ASPHALT	3,756.19	517180	
FUNCTION 4 LLC	31.00	517186	5,352.27**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	64.33	517062	
ENTERGY	194.74	517073	
METAL-MART	228.78	517083	
BUMPER TO BUMPER	379.20	517136	
FUNCTION 4 LLC	31.00	517186	
GULF COAST	6,481.35	517203	
DYNAMIC POWER SYSTEMS	1,390.54	517232	8,769.94**
ROAD & BRIDGE PCT. # 3			
AT&T	102.57	517098	
VERIZON WIRELESS	38.01	517121	
SAM'S CLUB DIRECT	976.20	517162	
FUNCTION 4 LLC	62.00	517186	
MUNRO'S UNIFORM SERVICES, LLC	77.60	517220	1,256.38**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	6,544.76	517052	
CITY OF BEAUMONT - WATER DEPT.	24.21	517060	
ENTERGY	775.44	517073	
H.D. INDUSTRIES, INC.	142.56	517076	
CASH ADVANCE ACCOUNT	654.83	517078	
M&D SUPPLY	179.29	517082	
POSTMASTER	256.00	517085	
SANITARY SUPPLY, INC.	440.02	517092	
EVERETT D ALFRED	103.18	517133	
LIBERTY TIRE RECYCLING LLC	1,492.54	517148	
ON TIME TIRE	250.00	517159	
ASCO	5,573.78	517167	
FUNCTION 4 LLC	52.00	517186	
O'REILLY AUTO PARTS	728.18	517197	
GULF COAST	1,048.95	517203	
ODP BUSINESS SOLUTIONS, LLC	685.49	517219	
MUNRO'S UNIFORM SERVICES, LLC	185.07	517220	19,136.30**
ENGINEERING FUND			
DLT SOLUTIONS LLC	707.26	517056	
FUNCTION 4 LLC	62.00	517186	769.26**
PARKS & RECREATION			
ENTERGY	287.02	517073	
RITTER @ HOME	34.98	517090	
SANITARY SUPPLY, INC.	2,065.35	517092	
VERIZON WIRELESS	37.99	517121	
LOWE'S HOME CENTERS, INC.	38.91	517131	2,464.25**
GENERAL FUND			
JEFFERSON CTY CHILD WELFARE BOARD	398.69	517142	
TERESA MATT - ALLSTATE DOCUMENTS	126.00	517235	524.69*
TAX OFFICE			

NAME	AMOUNT	CHECK NO. ¹⁰³	TOTAL
ACE IMAGEWEAR	42.84	517094	
UNITED STATES POSTAL SERVICE	623.72	517126	
FUNCTION 4 LLC	155.00	517186	
ODP BUSINESS SOLUTIONS, LLC	32.59	517219	
AMAZON CAPITAL SERVICES	24.98	517222	
			879.13*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	11.25	517126	
FUNCTION 4 LLC	31.00	517186	
			42.25*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	3.20	517126	
FUNCTION 4 LLC	31.00	517186	
ODP BUSINESS SOLUTIONS, LLC	568.81	517219	
			603.01*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	516.70	517126	
SIERRA SPRING WATER CO. - BT	70.98	517127	
FUNCTION 4 LLC	93.00	517186	
ODP BUSINESS SOLUTIONS, LLC	445.19	517219	
AMAZON CAPITAL SERVICES	7.56	517222	
			1,133.43*
COUNTY JUDGE			
LOU ANNE GARDNER ATTORNEY AT LAW	500.00	517110	
UNITED STATES POSTAL SERVICE	16.72	517126	
FUNCTION 4 LLC	31.00	517186	
			547.72*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.64	517126	
FUNCTION 4 LLC	31.00	517186	
			31.64*
COUNTY TREASURER			
FUNCTION 4 LLC	62.00	517186	
			62.00*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	350.00	517186	
			350.00*
PURCHASING DEPARTMENT			
REGION V EDUCATION SERVICE CENTER	300.00	517088	
UNITED STATES POSTAL SERVICE	20.52	517126	
FUNCTION 4 LLC	31.00	517186	
			351.52*
GENERAL SERVICES			
INTERFACE EAP, INC	1,298.70	517104	
JUSTICE OF THE PEACE, PCT. 8	2,697.00	517109	
LJA ENGINEERING INC	637.00	517160	
CRIME STOPPERS OF SOUTHEAST TEXAS	5,298.30	517198	
			9,931.00*
DATA PROCESSING			
VERIZON WIRELESS	75.98	517121	
FUNCTION 4 LLC	31.00	517186	
ANGIE COLLIER	373.86	517229	
			480.84*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	264.94	517126	
FUNCTION 4 LLC	31.00	517186	
			295.94*
ELECTIONS DEPARTMENT			
SIERRA SPRING WATER CO. - BT	35.47	517127	
FUNCTION 4 LLC	31.00	517186	
			66.47*
DISTRICT ATTORNEY			

NAME	AMOUNT	CHECK NO. ¹⁰⁴	TOTAL
CASH ADVANCE ACCOUNT	150.00	517078	
JAMES ARCENEUX	59.96	517123	
UNITED STATES POSTAL SERVICE	176.71	517126	
SUMMER TANNER	51.00	517140	
FUNCTION 4 LLC	155.00	517186	
TOMMY COLEMAN	37.62	517225	
DISTRICT CLERK			630.29*
UNITED STATES POSTAL SERVICE	344.79	517126	
FUNCTION 4 LLC	31.00	517186	
AERIALINK, LLC	179.70	517207	
CRIMINAL DISTRICT COURT			555.49*
EDWARD B. GRIPON, M.D., P.A.	3,180.00	517072	
KEVIN PAULA SEKALY PC	2,550.00	517093	
TEXAS CORRECTIONAL INDUSTRIES	1,154.00	517100	
TAMARA DEROUEN	1,842.50	517103	
LANGSTON ADAMS	8,750.00	517132	
MATUSKA LAW FIRM	600.00	517170	
FUNCTION 4 LLC	62.00	517186	
58TH DISTRICT COURT			18,138.50*
FUNCTION 4 LLC	31.00	517186	
60TH DISTRICT COURT			31.00*
FUNCTION 4 LLC	31.00	517186	
136TH DISTRICT COURT			31.00*
FUNCTION 4 LLC	31.00	517186	
172ND DISTRICT COURT			31.00*
FUNCTION 4 LLC	31.00	517186	
252ND DISTRICT COURT			31.00*
JIFFY TROPHIES	204.00	517079	
TAMARA DEROUEN	808.50	517103	
UNITED STATES POSTAL SERVICE	.64	517126	
SUMMER TANNER	587.25	517140	
WILLIAM MARCUS WILKERSON	6,360.00	517164	
FUNCTION 4 LLC	62.00	517186	
279TH DISTRICT COURT			8,022.39*
GERMER PLLC	1,474.00	517111	
CHARLES ROJAS	110.00	517113	
UNITED STATES POSTAL SERVICE	2.11	517126	
KIMBERLY PHELAN, P.C.	550.00	517138	
REAUD MORGAN & QUINN LLP	165.00	517144	
BRITTANIE HOLMES	220.00	517163	
LINDSEY SCOTT	550.00	517176	
JENNIFER DELAGE	770.00	517181	
FUNCTION 4 LLC	31.00	517186	
SHELANDER LAW OFFICE	550.00	517210	
317TH DISTRICT COURT			4,422.11*
ANITA F. PROVO	325.00	517087	
KEVIN S. LAINE	325.00	517106	
KIMBERLY PHELAN, P.C.	700.00	517138	
ALLEN PARKER	220.00	517151	
WILLIAM FORD DISHMAN	220.00	517169	
JENNIFER DELAGE	165.00	517181	
FUNCTION 4 LLC	31.00	517186	
JUSTICE COURT-PCT 1 PL 1			1,986.00*

NAME	AMOUNT	CHECK NO. ¹⁰⁵	TOTAL
SOUTHEAST TEXAS WATER	82.17	517096	
UNITED STATES POSTAL SERVICE	52.14	517126	
FUNCTION 4 LLC	31.00	517186	165.31*
JUSTICE COURT-PCT 1 PL 2			
KIRKSEY'S SPRINT PRINTING	24.95	517081	
UNITED STATES POSTAL SERVICE	32.91	517126	
FUNCTION 4 LLC	31.00	517186	88.86*
JUSTICE COURT-PCT 4			
KIRKSEY'S SPRINT PRINTING	16.00	517081	
FUNCTION 4 LLC	31.00	517186	47.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	85.44	517126	
FUNCTION 4 LLC	31.00	517186	116.44*
JUSTICE COURT-PCT 7			
J.S. EDWARDS & SHERLOCK INS. AGENCY	71.00	517067	
CASH ADVANCE ACCOUNT	475.78	517078	546.78*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC	31.00	517186	31.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	11.31	517126	
FUNCTION 4 LLC	31.00	517186	42.31*
COUNTY COURT AT LAW NO. 2			
JACK LAWRENCE	300.00	517053	
THOMAS J. BURBANK PC	250.00	517059	
MARVA PROVO	250.00	517086	
UNITED STATES POSTAL SERVICE	13.68	517126	
SIERRA SPRING WATER CO. - BT	37.48	517128	
LAURIE PEROZZO	250.00	517150	
JENNIFER DELAGE	250.00	517181	
FUNCTION 4 LLC	31.00	517186	1,382.16*
COUNTY COURT AT LAW NO. 3			
EDWARD B. GRIPON, M.D., P.A.	795.00	517072	
NATHAN REYNOLDS, JR.	400.00	517089	
CHARLES ROJAS	300.00	517113	
UNITED STATES POSTAL SERVICE	1.92	517126	
JOEL WEBB VAZQUEZ	400.00	517135	
KIMBERLY PHELAN, P.C.	300.00	517138	
MATUSKA LAW FIRM	400.00	517170	
JARED GILTHORPE	400.00	517172	
FUNCTION 4 LLC	31.00	517186	3,027.92*
COURT MASTER			
FUNCTION 4 LLC	31.00	517186	31.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	2.56	517126	
FUNCTION 4 LLC	31.00	517186	33.56*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	517186	
L&W SUPPLY CORPORATION	287.88	517194	411.88*
SHERIFF'S DEPARTMENT			

NAME	AMOUNT	CHECK NO. ¹⁰⁶	TOTAL
AT&T	368.57	517099	
AUTO TRIM EXPRESS	100.00	517114	
UNITED STATES POSTAL SERVICE	1,864.50	517126	
FUNCTION 4 LLC	310.00	517186	
ODP BUSINESS SOLUTIONS, LLC	82.23	517219	2,725.30*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	500.77	517055	
FISHER SCIENTIFIC	660.62	517069	
ULINE SHIPPING SUPPLY SPECIALI	263.65	517101	
VERIZON WIRELESS	37.99	517122	
GLOCK PROFESSIONAL, INC	500.00	517153	
FUNCTION 4 LLC	31.00	517186	1,994.03*
JAIL - NO. 2			
JOHNSTONE SUPPLY	100.20	517054	
BEAUMONT FRAME & FRONT END	290.00	517058	
J.S. EDWARDS & SHERLOCK INS. AGENCY	142.00	517067	
M&D SUPPLY	186.06	517082	
SHERWIN-WILLIAMS	321.60	517095	
AT&T	2,731.70	517099	
WHOLESALE ELECTRIC SUPPLY CO.	657.93	517102	
COOK'S CORRECTIONAL	42.83	517130	
LOWE'S HOME CENTERS, INC.	454.47	517131	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	900.00	517145	
24 HR SAFETY LLC	105.00	517171	
3L PRINTING COMPANY	135.00	517178	
FUNCTION 4 LLC	217.00	517186	
DIAGNOSTIC SOLUTIONS INTERNATIONAL	3,363.50	517191	
MOORE-ALL TEX SUPPLY	43.77	517192	
ACME SUPPLY CO LTD	7,000.00	517193	
CY-FAIR TIRE	170.00	517200	
TRINITY SERVICES GROUP INC	92,725.99	517202	
WORKQUEST	771.30	517211	
SPINDLETOP PLUMBING	232.50	517215	
AMAZON CAPITAL SERVICES	940.22	517222	
GUARDIAN RFID	45,995.00	517228	157,526.07*
JUVENILE PROBATION DEPT.			
FED EX	136.65	517068	
SAM HOUSTON STATE UNIVERSITY	265.00	517091	
VERIZON WIRELESS	53.85	517121	
UNITED STATES POSTAL SERVICE	8.78	517126	
FUNCTION 4 LLC	93.00	517186	557.28*
JUVENILE DETENTION HOME			
CASH ADVANCE ACCOUNT	245.03	517078	
SOUTHWEST BUILDING SYSTEMS	633.40	517097	
FUNCTION 4 LLC	31.00	517186	909.43*
CONSTABLE PCT 1			
VERIZON WIRELESS	227.94	517121	
UNITED STATES POSTAL SERVICE	28.99	517126	
FUNCTION 4 LLC	31.00	517186	287.93*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	517121	113.97*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	517121	
FUNCTION 4 LLC	31.00	517186	144.97*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	517121	
UNITED STATES POSTAL SERVICE	12.19	517126	

NAME	AMOUNT	CHECK NO. ¹⁰⁷	TOTAL
RITA HURT	300.00	517158	
FUNCTION 4 LLC	31.00	517186	
CONSTABLE PCT. 7			457.16*
VERIZON WIRELESS	113.97	517121	
CONSTABLE PCT. 8			113.97*
VERIZON WIRELESS	113.97	517121	
THOMSON REUTERS-WEST	926.00	517168	
GALLS LLC	210.25	517175	
FUNCTION 4 LLC	31.00	517186	
AGRICULTURE EXTENSION SVC			1,281.22*
CASH ADVANCE ACCOUNT	400.72	517078	
FUNCTION 4 LLC	31.00	517186	
SE DIST 9 EXT ASSOC OF FAMILY &	30.00	517216	
HEALTH AND WELFARE NO. 1			461.72*
CLAYBAR FUNERAL HOME, INC.	1,800.00	517063	
ENTERGY	140.00	517074	
CLAYBAR HAVEN OF REST	2,576.00	517124	
UNITED STATES POSTAL SERVICE	42.16	517126	
PROCTOR'S MORTUARY INC	900.00	517152	
FUNCTION 4 LLC	62.00	517186	
VECTOR SECURITY	360.00	517188	
NUANCE COMMUNICATIONS, INC	118.50	517199	
AMERICAN COLLEGE OF PHYSICIANS INC	330.00	517208	
HEALTH AND WELFARE NO. 2			6,328.66*
ENTERGY	70.00	517075	
FUNCTION 4 LLC	62.00	517186	
NUANCE COMMUNICATIONS, INC	118.50	517199	
EZEA D EDE MD	1,775.97	517205	
AMERICAN COLLEGE OF PHYSICIANS INC	330.00	517208	
NURSE PRACTITIONER			2,356.47*
FUNCTION 4 LLC	31.00	517186	
BAK GLOBAL LLC	100.00	517223	
ENVIRONMENTAL CONTROL			131.00*
AT&T	48.05	517099	
FUNCTION 4 LLC	31.00	517186	
INDIGENT MEDICAL SERVICES			79.05*
VERIZON WIRELESS	40.21	517121	
ODP BUSINESS SOLUTIONS, LLC	801.26	517219	
EMERGENCY MANAGEMENT			841.47*
AMAZON CAPITAL SERVICES	40.89	517222	
MAINTENANCE-BEAUMONT			40.89*
CITY OF BEAUMONT - WATER DEPT.	121.96	517060	
ECOLAB	242.59	517065	
ENTERGY	1,065.81	517073	
JOHNSON SUPPLY	229.97	517080	
SANITARY SUPPLY, INC.	1,458.72	517092	
ACE IMAGEWEAR	228.41	517094	
ATTABOY TERMITE & PEST CONTROL	184.40	517149	
LANDSCAPER'S WHOLESALE MARKET	100.47	517156	
FUNCTION 4 LLC	31.00	517186	
ODP BUSINESS SOLUTIONS, LLC	49.38	517219	
AMAZON CAPITAL SERVICES	149.95	517222	
MAINTENANCE-PORT ARTHUR			3,562.76*

NAME	AMOUNT	CHECK NO. 108	TOTAL
CITY OF PORT ARTHUR - WATER DEPT.	645.73	517061	
DRAGO HARDWARE CO.	64.42	517064	
SHERWIN-WILLIAMS	339.90	517095	
AT&T	616.19	517098	
AT&T	955.69	517099	
LOWE'S HOME CENTERS, INC.	463.38	517131	
SUNBELT RENTALS	191.01	517134	
AMERICAN TIRE DISTRIBUTORS	280.76	517143	
FUNCTION 4 LLC	93.00	517186	
SUMMIT FIRE & SECURITY	500.20	517212	
PARKER'S BUILDING SUPPLY	641.77	517221	
			4,792.05*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	109.44	517062	
ACE IMAGEWEAR	40.37	517094	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	237.87	517174	
FUNCTION 4 LLC	31.00	517186	
			418.68*
SERVICE CENTER			
ACTION AUTO GLASS	401.51	517051	
SPIDLE & SPIDLE	21,698.41	517052	
J.K. CHEVROLET CO.	6,088.25	517077	
PHILPOTT MOTORS, INC.	1,272.65	517084	
FASTENAL	362.88	517108	
AUTO TRIM EXPRESS	60.00	517114	
JEFFERSON CTY. TAX OFFICE	7.50	517115	
JEFFERSON CTY. TAX OFFICE	7.50	517116	
JEFFERSON CTY. TAX OFFICE	7.50	517117	
JEFFERSON CTY. TAX OFFICE	7.50	517118	
JEFFERSON CTY. TAX OFFICE	7.50	517119	
JEFFERSON CTY. TAX OFFICE	7.50	517120	
BUMPER TO BUMPER	773.30	517136	
AIRPORT GULF TOWING LLC	225.00	517139	
LIBERTY TIRE RECYCLING LLC	396.88	517148	
MIGHTY OF SOUTHEAST TEXAS	513.18	517157	
ADVANCE AUTO PARTS	353.28	517166	
CAT5 RESOURCES LLC	702.52	517173	
CINTAS CORPORATION	119.99	517179	
MIDNIGHT AUTO	119.95	517182	
FUNCTION 4 LLC	31.00	517186	
ODP BUSINESS SOLUTIONS, LLC	65.16	517219	
TOWN AND COUNTRY FORD	2,651.00	517231	
			35,879.96*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	4.38	517126	
FUNCTION 4 LLC	62.00	517186	
			66.38*
			276,173.06**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	44.71	517062	
EASTEX RUBBER & GASKET	58.57	517066	
M&D SUPPLY	83.14	517082	
ACE IMAGEWEAR	74.42	517094	
AMERICAN TIRE DISTRIBUTORS	1,156.90	517143	
TEXAS DEPT OF AGRICULTURE	75.00	517147	
FUNCTION 4 LLC	31.00	517186	
TARGET SPECIALTY PRODUCTS	22,438.80	517187	
SALADIN PUMP & EQUIPMENT	1,465.71	517196	
O'REILLY AUTO PARTS	198.00	517197	
CY-FAIR TIRE	105.95	517200	
AMAZON CAPITAL SERVICES	109.99	517222	
			25,622.21**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	517186	
			31.00**
LAW LIBRARY FUND			
FUNCTION 4 LLC	31.00	517186	
			31.00**
EMPG GRANT			

NAME	AMOUNT	CHECK NO. 109	TOTAL
FUNCTION 4 LLC	31.00	517186	
COTTON CARGO	253.75	517201	
JUVENILE PROB & DET. FUND			284.75**
VERIZON WIRELESS	71.11	517121	
GRANT A STATE AID			71.11**
SAM HOUSTON STATE UNIVERSITY	265.00	517091	
AMAZON CAPITAL SERVICES	807.75	517222	
COMMUNITY SUPERVISION FND			1,072.75**
VERIZON WIRELESS	32.91	517121	
UNITED STATES POSTAL SERVICE	41.32	517126	
JCCSC	381.00	517155	
FUNCTION 4 LLC	62.00	517186	
COMMUNITY CORRECTIONS PRG			517.23**
M&D SUPPLY	94.17	517082	
FUNCTION 4 LLC	31.00	517186	
DRUG DIVERSION PROGRAM			125.17**
FUNCTION 4 LLC	31.00	517186	
COUNTY RECORDS MANAGEMENT			31.00**
JENNIFER TRENBEATH	379.60	517189	
CJD SHERIFF GRANTS			379.60**
GT DISTRIBUTORS, INC.	9,628.70	517071	
SMITHS DETECTION, INC	37,741.91	517165	
HURRICANE LEPC GRANTS			47,370.61**
LAMAR ADVERTISING	2,000.00	517146	
J.P. COURTROOM TECH. FUND			2,000.00**
VERIZON WIRELESS	227.94	517121	
HOTEL OCCUPANCY TAX FUND			227.94**
D&S SIGN & SUPPLY, INC.	125.00	517057	
CASH ADVANCE ACCOUNT	1,472.50	517078	
M&D SUPPLY	41.03	517082	
ATTABOY TERMITE & PEST CONTROL	65.00	517149	
FUNCTION 4 LLC	31.00	517186	
PLUMBING SOLUTIONS	373.55	517213	
ODP BUSINESS SOLUTIONS, LLC	232.48	517219	
MUNRO'S UNIFORM SERVICES, LLC	136.86	517220	
CRIME LAB FUNDING CJD			2,477.42**
CASH ADVANCE ACCOUNT	1,305.45	517078	
DISTRICT CLK RECORDS MGMT			1,305.45**
FUNCTION 4 LLC	62.00	517186	
AIRPORT FUND			62.00**
CITY OF NEDERLAND	324.54	517062	
VERIZON WIRELESS	37.99	517121	
FUNCTION 4 LLC	62.00	517186	
BELFOR PROPERTY RESTORATION	11,116.63	517234	
AIRPORT IMPROVE. GRANTS			11,541.16**

NAME	AMOUNT	CHECK NO. 110	TOTAL
N&T CONSTRUCTION COMPANY, INC.	115,578.85	517050	
FITZ & SHIPMAN, INC.	3,275.00	517070	
GARVER LLC	34,447.00	517154	
BRIZO CONSTRUCTION LLC	891,120.92	517224	
ELITE CONTRACTORS AND EQUIPMENT LTD	76,511.70	517230	
SE TX EMP. BENEFIT POOL			1,120,933.47**
EXPRESS SCRIPTS INC	105,783.82	517190	
UNITED HEALTHCARE SERVICES INC	450,672.87	517204	
SETEC FUND			556,456.69**
INDUSTRIAL & COMMERCIAL MECHANICAL	9,007.73	517161	
SHERIFF'S FORFEITURE FUND			9,007.73**
MISSION AIR SERVICES	5,000.00	517233	
LATCF FEDERAL GRANT			5,000.00**
SMITHS DETECTION, INC	47,941.81	517165	
JUSTICE COURT SUPPORT FND			47,941.81**
VERIZON WIRELESS	37.99	517121	
LANGUAGE ACCESS FUND			37.99**
MASTERWORD SERVICES, INC	3,166.55	517217	
RUBEN ZAPATA	300.00	517226	
ARPA CORONAVIRUS RECOVERY			3,466.55**
HOLLIER CONSTRUCTION CO LLC	4,130.00	517195	
BURNS ARCHITECTURE LLC	66,852.50	517227	
J C ASSISTANCE DISTRICT 4			70,982.50**
ENTERGY	10.73	517073	
GLO DISASTER RECOVERY			10.73**
FREESE AND NICHOLS, INC	5,498.94	517214	
CNTY & DIST COURT TECH FD			5,498.94**
VERIZON WIRELESS	227.94	517121	
MARINE DIVISION			227.94**
CITY OF NEDERLAND	23.40	517062	
RITTER @ HOME	5.49	517090	
COASTAL SPRINKLER COMPANY	575.00	517107	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	517112	
SIERRA SPRING WATER CO. - BT	223.35	517129	
BUMPER TO BUMPER	16.96	517136	
THE DINGO GROUP-PETE JORGENSEN MARI	678.96	517141	
INDUSTRIAL & COMMERCIAL MECHANICAL	2,449.07	517161	
DIAGNOSTIC SOLUTIONS INTERNATIONAL	3,363.50	517191	
SHERIFF - COMMISSARY			7,395.73**
ALPHA CARD SYSTEMS	2,735.08	517137	
2023 PORT SECURITY GRANT			2,735.08**
NATIONAL ASSOC OF STATE BOATING LAW	23,500.00	517206	
			23,500.00**
			2,261,007.57***



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 7 day of May, 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:

MENTAL HEALTH AWARENESS MONTH

- WHEREAS**, mental health is essential to everyone's overall health and well-being; and
- WHEREAS**, all Americans experience times of difficulty and stress in their lives; and
- WHEREAS**, prevention is an effective way to reduce the burden of mental health conditions; and
- WHEREAS**, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and
- WHEREAS**, mental health conditions are real and prevalent in our nation; and
- WHEREAS**, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and
- WHEREAS**, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts; and

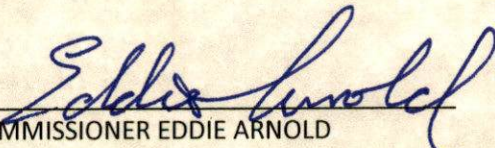
NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas recognizes May, 2024 as **National Mental Health Awareness Month** and we urge all citizens of Jefferson County to observe this month with appropriate programs and activities to support mental health recovery.

Signed this 7th day of MAY, 2024

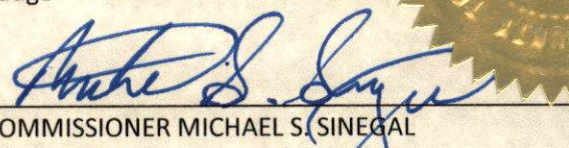


 JUDGE JEFF R. BRANICK
 County Judge

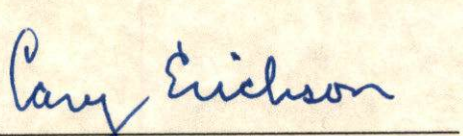




 COMMISSIONER EDDIE ARNOLD
 Precinct No. 1



 COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3



 COMMISSIONER CARY ERICKSON
 Precinct No. 2



 COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4



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 7 day of May, 2024, on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Everette Bo Alfred, Commissioner of Precinct No. 4, the following Proclamation was adopted:

MOTORCYCLE SAFETY AND AWARENESS MONTH

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and much more likely to be injured or killed in a crash than other vehicle drivers; and

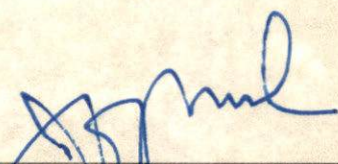
WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and

WHEREAS, urging all of our community to become aware of the inherent danger involved in operating a motorcycle and give the operator the respect on the road they deserve.

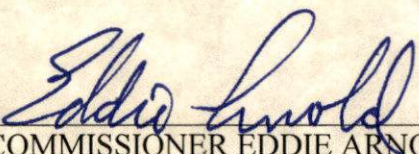
NOW, THEREFORE, the Commissioners' Court of Jefferson County, Texas, does hereby proclaim the month of May, 2024 as MOTORCYCLE SAFETY AND AWARENESS MONTH in Jefferson County Texas and we urge all citizens to remain aware of motorcyclists and afford them the courtesies they deserve while utilizing our highways.

Signed this 7th day of May, 2024.

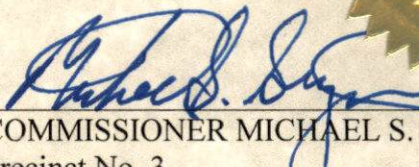


 JUDGE JEFF R. BRANICK
 County Judge

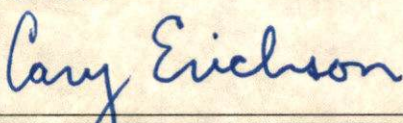




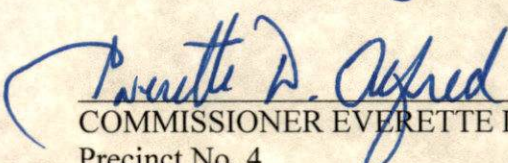
 COMMISSIONER EDDIE ARNOLD
 Precinct No. 1



 COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3



 COMMISSIONER CARY ERICKSON
 Precinct No. 2



 COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4



TEXAS HISTORICAL COMMISSION
real places telling real stories

2024

COURTHOUSE
GRANT
APPLICATION
FORM

2025

TEXAS HISTORIC COURTHOUSE
PRESERVATION PROGRAM

Clockwise from top left: Falls, Marion, Lipscomb, and San Saba County Courthouses

TEXAS HISTORIC COURTHOUSE PRESERVATION PROGRAM ROUND XIII GRANT APPLICATION

FISCAL YEAR 2024-25

This application must be completed using the Texas Historic Courthouse Preservation Program Round XIII Grant Application Instructions.

I. General Information		
Property Name		
Applicant Name		
Address		
City	Zip Code	County
Telephone Number	Email	
When was the structure completed?		
Dates of any major modifications		
Does the county or municipality currently own the building?		
Is it still functioning as the county's official courthouse? Explain.		
II. Contact Information		
Name		
Title		
Address		
City	Zip Code	
Telephone Number	Email	
County Facility Manager		
Email	Phone Number	
Name of Architect or Other Professional Consultant		
Telephone Number	Email	
III. Historical Designation (check all that apply)		
<input type="checkbox"/> National Register of Historic Places, individually listed or a contributing resource in a historic district <input type="checkbox"/> Name of district: _____ <input type="checkbox"/> Recorded Texas Historic Landmark <input type="checkbox"/> State Antiquities Landmark (formerly State Archeological Landmark) <input type="checkbox"/> Local Designations If the property does not hold any of the above designations, then: <input type="checkbox"/> Eligible for historic designation as determined by the THC and/or certified as a historic courthouse by the THC		

IV. Architectural Significance. ● ● ▶ Describe the importance of the courthouse within the context of its architectural type, style, period and original architect.

V. Historical Significance. ● ● ▶ Describe the historical significance of the events and individuals associated with the courthouse.

VI. Original Integrity. ● ● ▶ Describe the degree of surviving integrity of original design and materials. If the courthouse has undergone major modifications, give dates and describe the features that were changed.

VII. Endangerment. ● ● ▶ Describe why the courthouse might be considered endangered.

VIII. Summary of Project.

Describe the intent of the applicant in undertaking the proposed project.

A. Project Description: Describe the full scope of work. Explain which functions will be housed in the courthouse upon completion.

[Large shaded area for project description]

B. Treatment Approach: Identify the primary philosophy or treatment approach represented by this proposal by checking one box.

- Preservation
- Rehabilitation
- Restoration (restoration date: _____)
- Reconstruction

Describe aspects of project that fall under each treatment category.

Preservation

[Shaded area for description of preservation aspects]

Rehabilitation

[Shaded area for description of rehabilitation aspects]

Restoration (restoration date: _____)

[Shaded area for description of restoration aspects]

Reconstruction

[Shaded area for description of reconstruction aspects]

VIII. Summary of Project, continued.

Describe the intent of the applicant in undertaking the proposed project.

C. Project Scope: Does this proposal address and remedy some, or all, former inappropriate changes?

Some All Explain.

[Redacted area for Project Scope explanation]

What aspects of a complete restoration will not be undertaken? Explain.

[Redacted area for restoration aspects explanation]

D. Records Plan: Does a plan exist for protecting records before, during and after the construction activity?

Yes No Explain and attach copy of the plan as an appendix to the application.

[Redacted area for Records Plan explanation]

Attach copy of current plan

E. Conformance with Preservation Master Plan: Is the proposed work in conformance with the full scope of work as described in the approved master plan? Yes No Explain.

[Redacted area for Conformance with Preservation Master Plan explanation]

Does the work address the building's physical problems in proper sequence?

Yes No Explain.

[Redacted area for physical problems explanation]

F. Project Results: Will the proposed project result in a fully restored county courthouse? Yes No

Will additional phases be required to complete the project? Yes No

Explain fully in Section XVI. Anticipated Additional Work.

[Redacted area for Project Results explanation]

G. Shovel Readiness: Does the applicant have completed plans and specifications that have been approved by the THC? Yes No

Have the plans been updated to reflect changes in proposed scope? Yes No

IX. Photographic Documentation. At least 10 high quality color digital images showing all four current facades, significant interior spaces and details of the building.

X. Estimated Project Budget. Please provide a project budget that anticipates project construction costs using the [Estimated Project Budget Worksheet](#). The budget should identify the cost of eligible construction activities, project contingencies and professional fees. Attach any available cost estimates prepared for this project.

XI. Project Funding Request.

Please complete the [Construction Grant Request Worksheet](#) and enter the required information below.

Total Allowable Project Cost (Line #2 of Worksheet)	= \$	<input type="text"/>
Available THCPP Grant Funds (Line #4 of Worksheet)	= \$	<input type="text"/>
Round XIII Grant Request (Line #6 of Worksheet) (Cannot exceed the Available THCPP Grant Funds above)	= \$	<input type="text"/>
Local Required Cash Match (Line #7 of Worksheet)	= \$	<input type="text"/>

XII. Architectural Plans and Specifications

To receive a Round XIII Planning Grant solely for the development of a full set of architectural plans and specifications at a minimum 30 percent local match, please complete the [Planning Grant Request Worksheet](#) and enter the requested information below.

Total (Allowable) Construction Cost (Line #1 of Worksheet)	=	<input type="text"/>
Total Professional Design & Planning Services (Line #5 of Worksheet)	=	<input type="text"/>
Round XIII Planning Grant Funds Requested (Line #8 of Worksheet)	=	<input type="text"/>
Required Local Planning Cash Match (Line #9 of Worksheet)	=	<input type="text"/>

XIII. Preservation Easements and/or Deed Restrictions

Does the applicant have a current non-THCPP preservation easement and/or deed restriction on the courthouse held by the THC?

Yes (please attach a copy) No

Would the applicant be willing to grant a preservation easement to the THC if awarded a grant?

Yes No

For how many years? 25 years 50 years Perpetuity

XIV. Evidence of Local Support. ● ● Points will be given to projects that have demonstrated local support. This may include letters of support from state and federal legislative delegations, local, city or county officials, civic groups and individuals.

Explain and give examples of local incentives for historic preservation, and describe how the city or county government supports the county historical commission and or local preservation efforts, including the courthouse or the courthouse grounds.

Explain and give examples of any efforts to protect and enhance surrounding historic resources. Include mention of the nearby commercial buildings, other local government structures, local preservation ordinances or Main Street initiatives.

Letters of support attached

XV. Compliance with State Courthouse Laws ● ● ● ▶

Have all courthouse construction projects other than routine maintenance been coordinated and approved in advance by the THC, as required by Texas Government Code 442.008?

Since 1980: Yes No

Since 1999: Yes No

Please list projects undertaken and describe the associated consultation with THC.

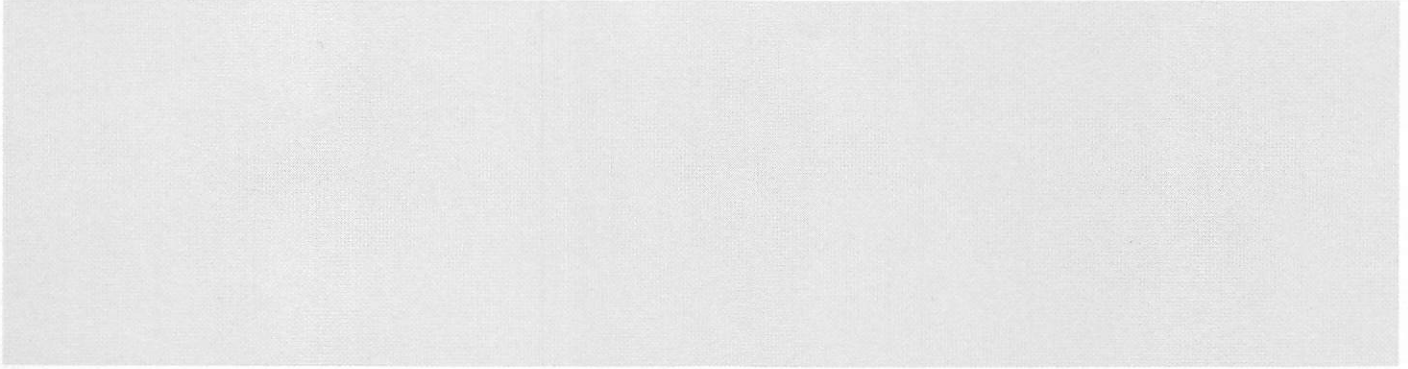
XVI. Anticipated Additional Work ● ●

Briefly describe any work needed beyond this phase.

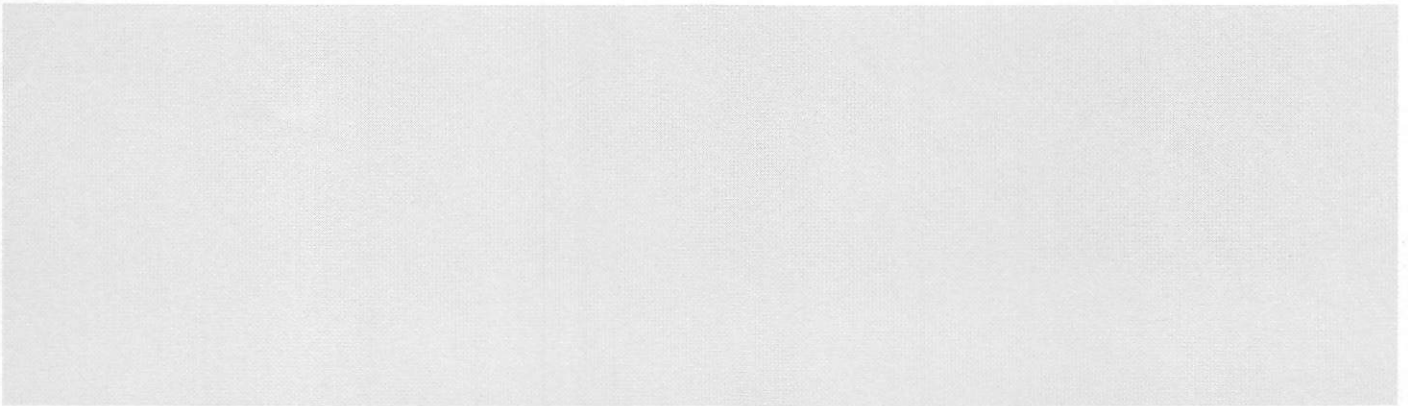
Estimated cost: \$

XVII. Summary of Emergency

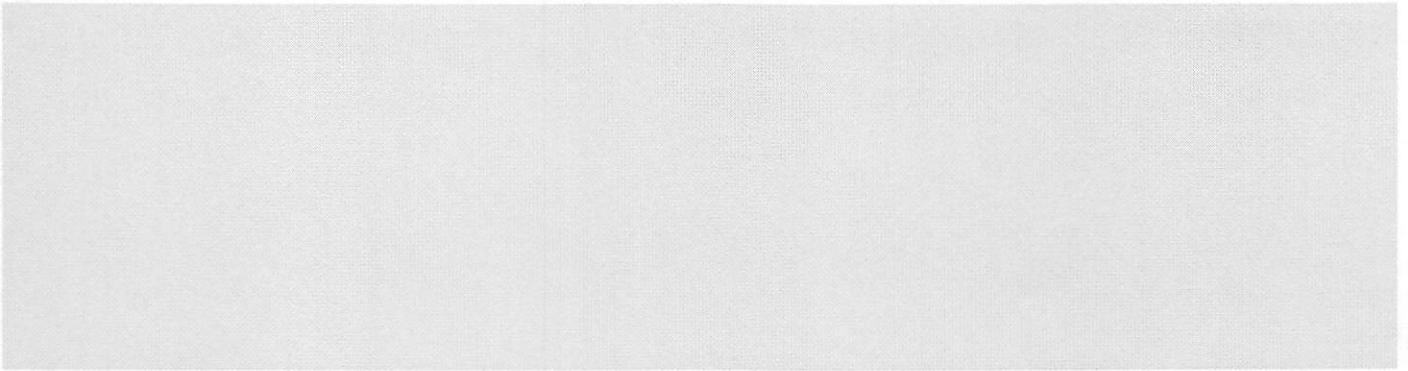
A. Description of Need: Describe the current problem(s) and the extent. Explain the critical need for the project based upon the threat it poses to the building, any danger to the life and safety of its occupants and/or any limitations on the building's essential functions imposed by the problem.



B. Emergency Project Description: Explain the full scope of work of the proposed emergency project. If architectural plans for this scope of work have been prepared, please attach or provide a reference if they have been previously submitted to the THC.



C. Project Impact: Describe how the proposed project is urgently needed to address the most important problems that are negatively impacting the building or its occupants, and note any major issues that will not be addressed.



XVII. Summary of Emergency, continued

D. Conformance with Preservation Master Plan: Describe how the proposed emergency work relates to the previously submitted courthouse preservation master plan. If this work was recommended in the master plan, please reference that part of the document. Explain how the work is consistent with the goals of the master plan.

E. Previous Restoration: Was the subject courthouse fully restored using a previous THCPP grant?

Yes No

If yes, are you seeking funding to repair or correct poor quality work that was part of the grant-funded restoration?

Yes No

If yes, please describe the applicant's efforts to pursue administrative remedies to hold the responsible party accountable for correcting work that was either poorly designed or constructed, or replacing materials that did not comply with the contract documents. Also, please note whether warranties or property insurance apply to the issue and if not, why not.

XVIII. Photographic Documentation of Endangerment

Provide current photos of the building that sufficiently establish the emergency condition(s) and urgent problem(s) affecting the building or its users.

XIX. Estimated Emergency Project Budget Worksheet.

Complete a Round XIII Estimated Project Budget Worksheet with costs associated with your emergency project.

XX. Emergency Project Funding Request

The local match requirement for emergency grant funding is 30 percent for applicants without a fully restored courthouse and 50% for returning applicants with a courthouse that was fully restored with a previous THCPP grant. The maximum grant award may be limited further to allow the program to extend financial assistance to as many applicants as possible.

A. Emergency Project Budget Summary:

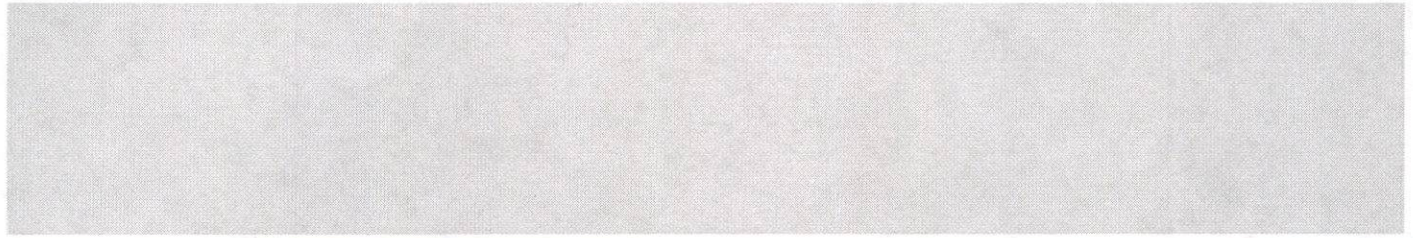
Please complete the [Emergency Grant Request Worksheet for Unrestored Courthouses](#) or [Emergency Grant Request Worksheet for Restored Courthouses](#) and enter the information requested below.

Total Allowable Project Cost (Line #2 of Worksheet)	=	\$	<input type="text"/>
Available THCPP Grant Funds (Line #4 of Worksheet)	=	\$	<input type="text"/>
Round XIII Grant Request (Line #6 of Worksheet) (Cannot exceed the Available THCPP Grant Funds above)	=	\$	<input type="text"/>
Local Required Cash Match (Line #7 of Worksheet)	=	\$	<input type="text"/>

XXI. Resolution of Support

Please attach a copy of a resolution from the applicable governing body in support of this application for Round XIII grant funding.

Resolution attached



XXII. Taxable Values

Provide the figure given in the Comptroller's Property Tax Assistance Division's 2023 County Rates and Levies for the county in which the project is located.

\$ _____

XIII. Pre-Application Training

Please view the Pre-Application Training Webinar available at thc.texas.gov/thcpp and answer the questions to earn your certificate of completion, and provide a copy of your certificate with your Round XIII Grant Application Form.

XXIV. Signature of Legal Representative

As owner or legal representative of the owner, I certify the validity of the above statements and agree to follow all rules and requirements of the Texas Historical Commission relating to the Texas Historic Courthouse Preservation Program if awarded a grant.

Signature [Handwritten Signature]

Date May 7, 2024



ATTEST [Handwritten Signature]
DATE 5/8/2024



thc.texas.gov



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 7 day of December, 2024, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Cary Erickson, Commissioner of Precinct No. 2, the following RESOLUTION was adopted:

TEXAS HISTORICAL COMMISSION COURTHOUSE PRESERVATION PROGRAM GRANT

Whereas, the Commissioners Court of Jefferson County recognizes the value of our historic courthouse as a point of community and civic pride and has submitted an approved Master Plan for restoration of the Jefferson County Courthouse, and;

Whereas, the Commissioners Court of Jefferson County understands the significant role of Jefferson County in the history of the State of Texas, and;

Whereas, the Commissioners Court of Jefferson County recognizes the positive economic impact that will result for this effort, and;

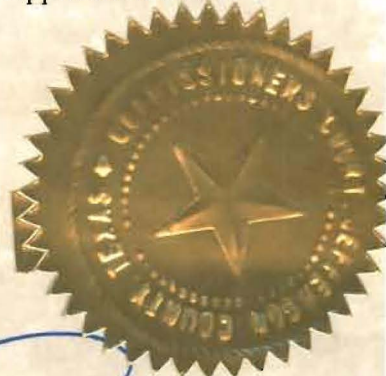
Whereas, the Commissioners Court of Jefferson County wishes to see this historic structure continue to effectively serve the citizens of Jefferson County for generations to come, and;

Whereas, the Commissioners Court of Jefferson County will offer a preservation easement to the Texas Historical Commission that will require the County to maintain the courthouse in a good state of repair in perpetuity in exchange for a funding grant award;

NOW, THEREFORE BE IT RESOLVED, the Commissioners Court of Jefferson County resolves to support fully the restoration of the Jefferson County Courthouse under the Texas Historical Commission's Courthouse Preservation Program Round XIII Grant Application and to support the submission of a grant request for available funding for 2024-2025.

Signed this 7th day of MAY, 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



NAVAL HISTORY AND HERITAGE COMMAND
 CURATOR BRANCH
 805 KIDDER BREESE STREET SE
 WASHINGTON NAVY YARD, DC 20374-5060
 (202) 433-7886 | (202) 433-2220 | curegistrar@navy.mil

OUTGOING LOAN AGREEMENT

Borrower: Jefferson County, Golden Triangle Veterans Memorial Park **Loan Number:** L2017.160
Address: PO Box 4025
 Beaumont, TX 77704
Contact/Title: Fred L. Jackson, Attorney to County Judge, Associate Judge for Mental Hearings
Phone: 409-835-8466
Email: fjackson@co.jefferson.tx.us

Period of the Loan: 22 December 2017 to 22 December 2020

By this agreement, made on 19 December 2017 between the Naval History and Heritage Command, Curator Branch, hereinafter called "the Lender," and Jefferson County, Texas, hereinafter called "the Borrower," located at 1149 Pearl Street, Beaumont, TX, and, Pursuant to Public law 10 USC 2572, the Lender hereby loans two (2) artifacts. See Attachment 1 for detailed artifact information.

The failure of the Borrower to observe any of the conditions set forth in this Loan Agreement and Attachments shall be sufficient cause for the Lender to repossess the loaned artifact(s). Repossession of any or all artifact(s) by the Lender shall be made at no cost or expense to the Government. Any costs for repossession will be the responsibility of the Borrower.

Executed on behalf of the Lender this 22nd day of December, 2017.

Museum Specialist

Printed Title of NHHC Representative

Stephanie Leders

Signature of NHHC Representative

22 Dec 2017

Signature Date

The Borrower, through its authorized representative, hereby agrees to accept delivery of the artifact(s) subject to the terms and conditions in the Loan Agreement and all attachments.

Executed on behalf of the Borrower this 22nd day of December, 2017.

JEFFERSON COUNTY, TEXAS

Printed Name of Borrower

[Signature]

Signature Borrower

12/22/17

Signature Date

[Signature]
 Borrower Initials



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OUTGOING LOAN AGREEMENT

Borrower: Jefferson County, Golden Triangle Veterans Memorial Park

Loan Number: L2017.160

NAVAL HISTORY AND HERITAGE COMMAND TERMS AND CONDITIONS FOR OUTGOING LOANS

I. Initial, Annual, and Final Condition Reports


- a) Upon initiation of this agreement—and prior to shipment—Lender will provide Borrower with a written initial condition report for the loaned artifact(s) including a color photograph. After receipt of the artifact(s), Borrower will review and sign the initial condition report and notify Lender in writing of any discrepancies within seven days.
- b) Each year in the month of **DECEMBER**, during the course of the loan, Borrower will provide Lender with a written annual condition report describing the condition and location of the loaned artifact(s) including a current color photograph (preferably in digital format), and an updated point of contact (POC).
- c) Upon completion of this agreement—and prior to shipment—Borrower will provide Lender with a written final condition report for the loaned artifact(s) including a color photograph. After receipt of the artifact(s), Lender will review and sign the final condition report and notify Borrower in writing of any discrepancies within seven days.

II. Extension, Cancellation, and Termination

- a) Any extension of the loan period must be approved by Lender in writing in advance of the loan expiration date. The request must be submitted 90 days prior to loan expiration.
- b) Lender may cancel this agreement at any time by providing 90 days' notice to the Borrower.
- c) Lender may immediately terminate this loan agreement if the loaned artifact(s) are placed in the Borrower's collection storage without prior written consent of Lender.
- d) Third-party loans are not permitted. Lender may immediately terminate this loan agreement if the loaned artifact(s) are found in the custody of another party without prior written consent of Lender.

III. Shipping, Packing, and Transportation

- a) Borrower is responsible for all packing, shipping, transportation, and storage expenses. All shipping, packing, and transportation arranged by Borrower, including movements of loaned artifact(s) between venues, must be approved by Lender at least four weeks in advance of shipping.
- b) Lender retains the right to require that loaned artifact(s) be accompanied by a courier designated by Lender during transport. The requirement of a courier will be established and all conditions agreed upon by Lender and Borrower in writing to be signed by both parties. The Borrower will discuss any unpacking, mounting, dismantling, and repacking of the loaned artifact(s) with the Lender prior to taking action.
- c) Borrower must return the artifact(s) in the same containers and materials as received unless otherwise arranged with Lender. Instructions provided by Lender for unpacking and repacking must be followed.
- d) Any temporary storage between venues is not permitted without specific advance consent by Lender.
- e) Government regulations will be adhered to in international shipments. Unless otherwise agreed to by both parties, the Lender is responsible for adhering to its country's import/export requirements and the Borrower is responsible for adhering to its country's import/export requirements.


 Borrower Initials



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OUTGOING LOAN AGREEMENT

Borrower: Jefferson County, Golden Triangle Veterans Memorial Park

Loan Number: L2017.160

IV. Care and Preservation

- a) Loaned Artifact(s) must be treated in accordance with Attachments 2 and 3 at all times to ensure against loss, damage, or deterioration. Borrower also agrees to meet any special requirements for installation noted in Attachment 4.
- b) Loaned Artifact(s) may not undergo technical examination, physical modification, or conservation treatment of any type without written permission from Lender.
- c) No glue, pins, screws, nails, brackets, adhesive tape, wax, paint, or other mounting materials may be used that might leave any marks or evidence on the artifact(s).
- d) Only professional personnel under the supervision of Borrower's organization will be permitted to handle, move, pack, or unpack the loaned artifact(s). During the installation and de-installation, security personnel or other security precautions must be in place in the exhibit area. At no time during installation and de-installation may any loaned artifacts be left overnight unsecured or unattended.
- e) Unless otherwise specified in the attachment, Borrower will maintain constant and adequate protection of loaned artifact(s) from the hazards of fire, theft, exposure to extreme or deteriorating light, extremes of temperature and relative humidity, insects, dirt, handling by unauthorized or inexperienced persons, or touching by the public. Loaned artifact(s) will only be unpacked and/or repacked, temporarily stored, and installed in areas where the temperature/humidity control, and security systems operate on a 24-hour-per-day, seven-days-per-week basis.
- f) Lender will provide handling and installation guidelines as appropriate.

V. Costs and Fees

- a) Borrower is responsible for courier, transportation, customs, freight forwarding, insurance, crating, packing, storage, framing, conservation, and all other loan-related costs including those associated with loan cancellation or termination.
- b) Borrower is responsible for any and all costs associated with repairs made to any loaned artifact if the artifact was damaged or suffered deterioration while on display or otherwise in their care.

VI. Damage, Loss, and Theft

In the event a loaned artifact is damaged, lost, stolen, or changed in condition in any way, whether in transit or while on exhibition, Borrower must immediately notify Lender phone (202) 433-7886, or (202) 433-2220 or email (curegistrar@navy.mil), followed by a written report of circumstances, including photographs. All packing and other materials must be saved for Lender review. In the event of emergency, Borrower must take all steps necessary to prevent any additional damage to loaned artifact(s). No repairs or conservation work shall be performed on loaned artifact(s) without Lender's prior written consent.

VII. Insurance

- a) Non-Government entities must insure loaned artifact(s) during the period of this loan for the value stated on the face of this agreement. Loaned artifact(s) must be insured under an all-risk, wall-to-wall policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin, or inherent vice; repairing, restoration, or retouching process; hostile or warlike action, insurrection, rebellion; nuclear reaction, nuclear radiation, or radioactive contamination.


 Borrower Initials



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OUTGOING LOAN AGREEMENT

Borrower: Jefferson County, Golden Triangle Veterans Memorial Park

Loan Number: L2017.160

- b) The Borrower agrees to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees arising out of claims on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loaned artifact(s).
- c) Borrower represents that the required coverage as described above will be secured and maintained and that the Lender will be named as additional insured. Documented evidence of Borrower's insurance (such as a copy of the policy and/or certificate of insurance) must be provided to and approved by Lender before loaned artifact(s) will be released.
- d) The Borrower shall obtain no property interest in the loaned artifact(s) by reason of this agreement and title shall remain with the Lender at all times.
- e) Either the Registrar or the Associate Registrar for Loans must be notified in writing at the above address by Borrower and their insurer at least 20 days prior to any cancellation or limitation in Borrower's policy.
- f) The Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Loan Agreement.

VIII. Credit and Reproduction

- a) Each artifact shall be labeled and credited in any publication as "provided courtesy of Naval History and Heritage Command."
- b) Photography is allowed for condition reporting and internal record keeping. Permission to publish or otherwise reproduce photographs of loaned artifact(s), including in exhibition catalogs, must be obtained directly from the Lender and the copyright holder when applicable.
- c) Exhibition label credit line must read: "Courtesy of Naval History and Heritage Command, Catalog No."


IX. Conflicts

In the event of any conflict between this agreement and any borrower agreement, the terms of this agreement shall be controlling. The agreement will be construed in accordance with Federal law.

X. Attachments

The following attachments apply to this loan agreement:

- Attachment 1: Detailed Artifact List
- Attachment 2: Display & Environmental Criteria
- Attachment 3: Artifact Care and Handling
- Attachment 4: Special Requirements for Installation


 Borrower Initials

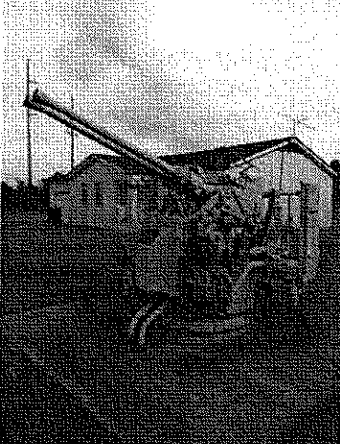
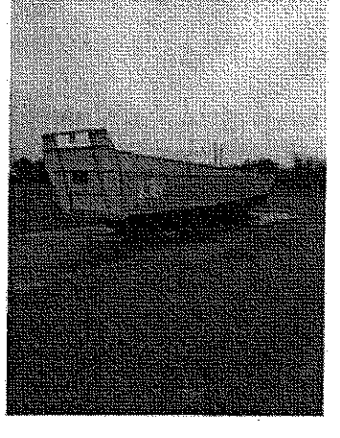



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OUTGOING LOAN AGREEMENT: Attachment 1: DETAILED ARTIFACT LIST

Borrower: Jefferson County, Golden Triangle Veterans Memorial Park

Loan Number: L2017.160

Catalog No.	Artifact Description & Condition	Photo
NHHC 1974-555-A	Mount, Gun, 40mm, MK 1, USS Sumner County (LST 1148), Navy, US	
NHHC 1998-80-A	Landing Craft, Assault, Hull No. 138, Navy, US	


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OUTGOING LOAN AGREEMENT: Attachment 2: DISPLAY & ENVIRONMENTAL CRITERIA

Borrower: Jefferson County, Golden Triangle Veterans Memorial Park

Loan Number: L2017.160

The borrower will adhere to the following criteria:

Artifact Display

- Exhibit cases and mountings should be made of inert materials, especially those in direct contact with the artifact.
- Avoid displays near windows and doors, air conditioning and heating vents, and placement under water pipes.
- Small artifacts must be displayed in locked cases.
- **DO NOT** mount an artifact onto any other material without first obtaining consent from NHHC staff. Glue guns, tape, staples, etc. are not allowed.

Environmental Controls

Light

- Exposure to any light causes damage to artifacts. All light damage is cumulative and irreversible.
- Borrowers can reduce the harmful effects of light by turning off lights as much as possible. Lights should only be on when there are visitors in the exhibit area.

Temperature and Humidity

- The ideal temperature range of artifact exhibit and storage areas is 68-72°.
- The ideal humidity level of artifact exhibit and storage areas is between 45-55%.
- Fluctuations in temperature and humidity cause damage to artifacts. Every effort should be made to avoid temperature and humidity fluctuations.

Borrower Initials



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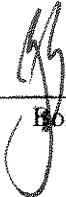
OUTGOING LOAN AGREEMENT: Attachment 3: ARTIFACT CARE AND HANDLING

Borrower: Jefferson County, Golden Triangle Veterans Memorial Park

Loan Number: L2017.160

Basic Artifact Handling

- Artifacts should be treated as if they are extremely fragile, even if they do not appear so.
- Handle artifacts only when necessary.
- Move artifacts with care.
- Wear gloves appropriate for the material when handling artifacts; for example use nitrile glove when handling textiles, not cotton. If you have questions in this regard please contact the Lender.
- **DO NOT** eat, drink, or smoke while handling artifacts.
- **DO NOT** clean, polish, paint, or perform any other alteration to the artifact.
- **DO NOT** mount an artifact onto any other material without first obtaining consent from Lender.
- **DO NOT** glue, tape, staple, tack, etc., loaned artifacts onto any other material.


 Borrower Initials



Loaned Artifact Condition Report

Catalog Number: _____

Artifact Name _____

Present Status (Check One):

Display

Restoration

Storage

Condition of Artifact (Note all points of concern or deterioration including rusting, fading, scratches, chips, etc.):

Location (include address, and exhibition/room location if necessary:



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805 KIDDER BREESE STREET SE
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Requests (Note any planned restoration, conservation, or exhibit changes must be approved in writing by the NHHC Registrar or Associate Registrar for Loans):

A large rectangular box containing the handwritten text "N/A" in blue ink, indicating no requests are present.

Name: JEFF R. BRANICK Title: COUNTY JUDGE

Signature: [Handwritten Signature] Date: 4/14/24



ATTEST [Handwritten Signature]
DATE 5/8/2024



Directions

This report must be completed and returned to the Naval History and Heritage Command (NHHC) annually for all artifacts currently on loan to your organization. Please complete one condition report for each object on loan to your organization.

Retain a copy of this document for your records.

Digital images must be submitted with this report. The images must show the artifact as it is normally displayed or exhibited. They shall be of sufficient detail (minimum of 300 dpi and be at least 4288 pixels x 2848 pixels) to ensure positive identification of each object and allow for an assessment of the overall condition of the artifact. The file name must be the accession number of the artifact.

For large artifacts, submitted images shall show all four quadrants of the object (i.e. right front three-quarter, right rear three-quarter, etc.) and all external surfaces, including markings. Loaned Water craft must have all accessible interior areas including instrument panels, equipment, and compartments photographed.

For all other artifacts, submitted images shall show all viewable external surfaces, as well as an overall shot of the artifact as it is displayed. Any serialized artifact, to include small arms, requires a close up of the serial number.

Condition of Artifact (Note all points of concern or deterioration including rusting, fading, scratches, chips, etc.):



Clint Turner
Chief Deputy
E-Mail
Clint.Turner@jeffcotx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tim.funchess@jeffcotx.us

May 1, 2024

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of March 31, 2024, including interest earnings.

The weighted average yield to maturity on the County's investments is 4.928%. The 90 day Treasury discount rate on March 31, 2024 was 5.23% and the interest on your checking accounts for the month of March was 5.00%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda May 8, 2024, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:

Receive and File Investment Schedule for March, 2024,
including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END MARCH 31, 2024 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat	# Days Invested	CUSIP/C.D NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE (COUPON)	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT)
TEXAS CLASS			\$0.00	100	0.000%		NONE			TX-01-0485-4001	TEXAS CLASS	\$0.00			\$0.00	\$0.00
CDs and Securities																
FHLB 5.00%	22-Jan-24	\$2,000,000.00	\$2,000,000.00	100	5.000%	22-Jan-26	22-Oct-24	662	731	3130AYL79	NATIONAL ALLIANCE	\$1,996,840.00	\$98.8420	\$19,166.67	\$0.00	\$2,016,006.67
FNMA 5.00%	25-Jan-24	\$2,000,000.00	\$2,000,000.00	100	5.000%	25-Jan-27	25-Oct-24	1030	1096	3133GAMC2	NATIONAL ALLIANCE	\$1,992,360.00	\$99.6180	\$18,333.33	\$0.00	\$2,010,693.33
FNMA 5.15%	16-Feb-24	\$5,000,000.00	\$5,000,715.28	100	5.150%	12-Feb-27	12-Feb-25	1048	1092	3135GAP21	NATIONAL ALLIANCE	\$4,986,500.00	\$99.7300	\$32,187.50	\$0.00	\$5,018,687.50
FHLB 5.05%	04-Mar-24	\$5,000,000.00	\$5,000,000.00	100	5.550%	24-Mar-27	04-Sep-24	1068	1095	3130B0B73	NATIONAL ALLIANCE	\$4,992,450.00	\$99.8490	\$20,812.50	\$0.00	\$5,013,262.50
FNMA 5.05%	12-Apr-23	\$3,000,000.00	\$3,000,000.00	100	5.050%	12-Jul-24	12-Jul-23	103	457	3135GAG47	NATIONAL ALLIANCE	\$2,998,560.00	\$99.9520	\$71,120.83	\$75,750.00	\$3,069,680.83
FHLB 5.50%	18-Sep-23	\$2,000,000.00	\$2,000,000.00	100	5.500%	18-Sep-25	18-Jun-24	536	731	3130AX748	NATIONAL ALLIANCE	\$3,000,810.00	\$100.0270	\$5,958.33	\$82,500.00	\$3,006,768.33
FHLB 5.50%	21-Dec-23	\$2,000,000.00	\$2,000,000.00	100	5.500%	21-Dec-26	21-Mar-24	995	1096	3130AYZ22	NATIONAL ALLIANCE	\$2,004,920.00	\$100.2460	\$30,555.56	\$0.00	\$2,035,475.56
FHLB 3.875%	30-Jun-22	\$3,000,000.00	\$3,000,000.00	100	3.875%	30-Dec-24	30-Sep-22	274	914	3130ASG52	WELLS SECURITIES	\$4,966,276.06	\$98.9612	\$29,385.42	\$174,375.00	\$2,998,222.86
FHLB 4.00%	13-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.000%	13-Sep-24	13-Dec-22	166	731	3134GXTB1	WELLS SECURITIES	\$3,975,699.36	\$99.3255	\$10,000.00	\$300,000.00	\$4,976,276.05
FHLB 5.08%	23-Sep-22	\$4,000,000.00	\$4,000,000.00	100	5.080%	23-Sep-24	23-Mar-23	176	731	3130AT4M6	WELLS SECURITIES	\$4,995,247.50	\$99.9255	\$3,555.56	\$240,000.00	\$3,979,254.92
FHLB 5.21%	28-Oct-22	\$5,000,000.00	\$5,000,000.00	100	5.210%	25-Oct-24	15-Jan-23	208	728	3134GX4M3	WELLS SECURITIES	\$4,991,606.00	\$99.9050	\$10,066.67	\$251,883.33	\$5,105,314.17
FHLB 5.25%	30-Nov-22	\$5,000,000.00	\$5,000,000.00	100	5.250%	26-Nov-25	26-May-23	605	1092	3130ATX69	WELLS SECURITIES	\$4,986,769.05	\$99.8321	\$90,451.39	\$257,605.56	\$5,082,057.39
	30-Nov-22	\$5,000,000.00	\$5,000,000.00	100	5.250%	23-May-25	23-May-23	418	905	3134GY4R0	WELLS SECURITIES	\$4,986,769.05	\$99.7554	\$93,333.33	\$257,395.83	\$5,080,102.38
INVESTMENT ACCTS		TOTAL PAR	AMT. INVESTED		WEIGHTED AVG. YLD	EQUVALENT TREAS. RATE		WEIGHTED AVG.		MATURITY		TOTAL MARKET VALUE				TOTAL BOOK VALUE
CDs and Securities		\$0.00	\$0.00		4.928%	4.816%		538		DAYS		\$0.00		0.00		
TOTALS ALL ACCTS:		\$49,000,000.00	\$49,000,715.28									\$48,856,875.40		\$34,927.09	\$1,639,509.72	\$49,391,802.49

**PLEDGE COLLATERAL REPORT WELLS FARGO
AS OF MARCH 31, 2024**

COMPLIANCE STATEMENT

This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

Jim Tomcove
Jim Tomcove
The Treasurer, Jefferson County Treasurer/Investment Officer

MARCH 2024, JEFFERSON COUNTY INVESTMENT MATURITIES MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D NUMBER	BROKER DEALER	INTEREST EARNINGS	COUPON	COUPON	COUPON	MATURED
TEXAS CLASS															
FHLB 5.25%	06-Mar-23	\$2,000,000.00	\$2,000,000.00	100	5.250%	06-Mar-26	06-Mar-24	1096	3130AYU92	NATIONAL ALLIANCE	\$52,500.00	COUPON	COUPON	COUPON	
FHLB 4.00%	13-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.000%	13-Sep-24	13-Mar-24	731	3134GXT61	WELLS SECURITIES	\$100,000.00	COUPON	COUPON	COUPON	
FHLB 5.50%	18-Sep-23	\$3,000,000.00	\$3,000,000.00	100	5.500%	18-Sep-25	18-Mar-24	731	3130AX7X8	NATIONAL ALLIANCE	\$82,500.00	COUPON	COUPON	COUPON	
FHLB 4.00%	23-Sep-22	\$4,000,000.00	\$4,000,000.00	100	4.000%	23-Sep-24	23-Mar-24	731	3130AT4M6	WELLS SECURITIES	\$80,000.00	COUPON	COUPON	COUPON	
FHLB 4.00%	28-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.000%	28-Mar-24	28-Mar-24	547	3130AT6U5	WELLS SECURITIES	\$100,000.00	MATURED	MATURED	MATURED	
CHECKING INTEREST															
POOLED CASH ACCT															
OTHER COUNTY ACCTS															
TAX LICENSE ACCT															
TOTAL		\$19,000,000.00	\$19,000,000.00								\$1,147,273.85				\$1,147,273.85

FISCAL YEAR 2023-2024

137

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL RATE	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	5.330%	\$625,734.93	5.070%		
NOVEMBER	5.250%	\$783,873.65	5.080%		
DECEMBER	5.200%	\$690,029.18	5.000%		
JANUARY	5.220%	\$783,694.01	4.950%		
FEBRUARY	5.250%	\$996,589.65	4.970%		
MARCH	5.230%	\$1,147,273.85	5.000%		
APRIL					
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
ANNUAL TOTALS		\$5,027,195.27		\$0.00	\$5,027,195.27

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, 5th 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 _____ \$ _____

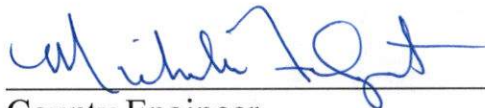
_____ miles parallel @ \$150.00/mile or fraction _____ \$ _____

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

05/07/2024

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

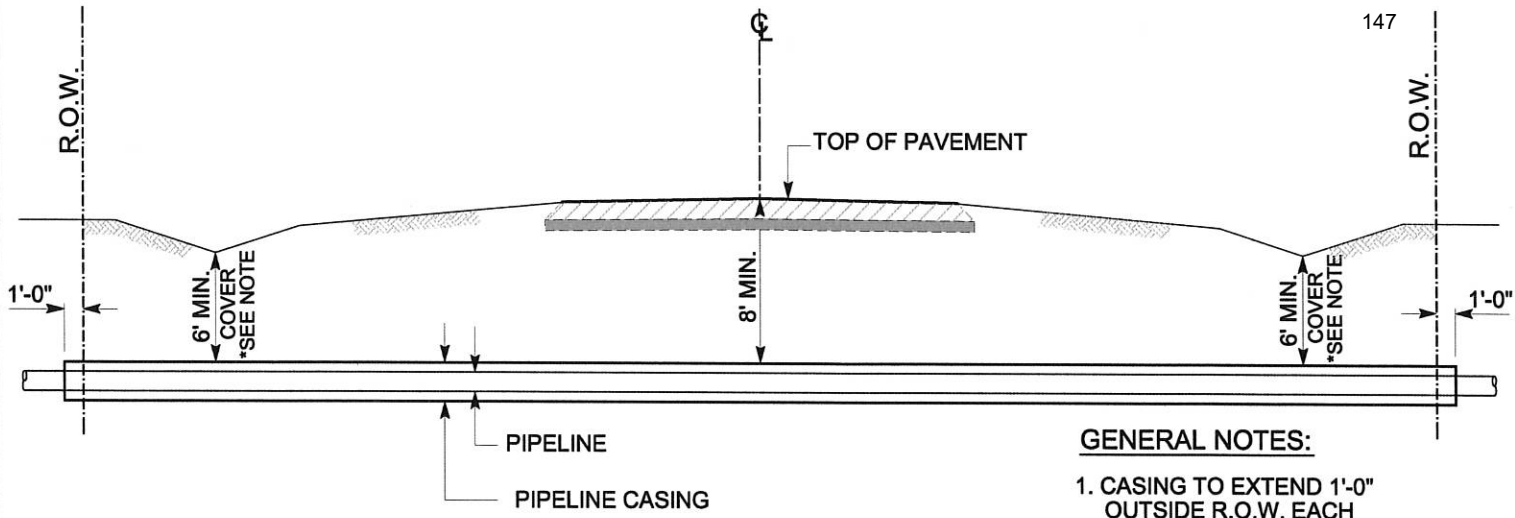
By


County Judge



ATTEST 

DATE 5/8/2024

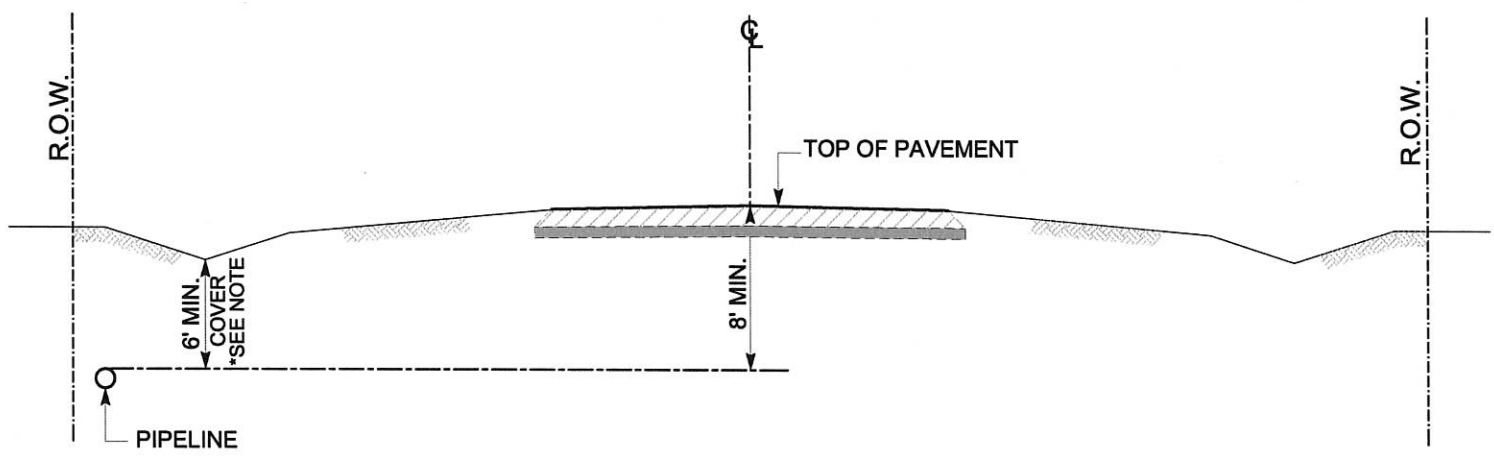


GENERAL NOTES:

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.		

Date Wednesday, April 24, 2024

To: Jefferson County, Texas
 C/O: Ernest Clement, Engineering Specialist
 Engineering Dept.
 1149 Pearl Street, 5th floor
 Jefferson County Courthouse
 Beaumont, TX 77701

Office: (409) 835-8584
 Via Email: 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:

DIRECTIONAL BORE @72" DEPTH TO PLACE 299 FEET OF PROPOSED FIBER OPTIC CABLE IN 1.25" HDPE INNERDUCT AT EXISTING MANHOLE WITH COORDINATES OF 29.999836, -94.027545 LOCATED 224 FEET NORTHEAST OF CENTRAL BLVD C/L.

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.

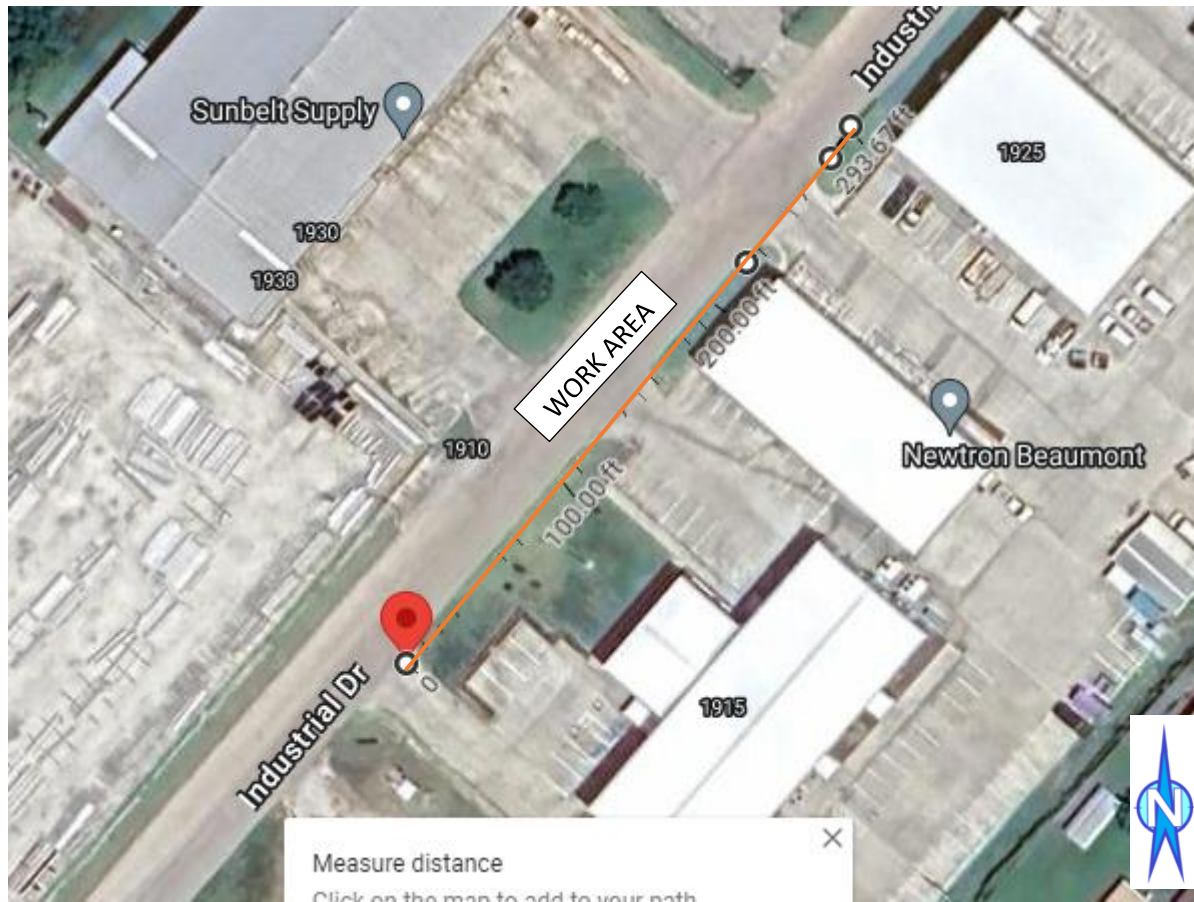
<https://ftp.Dot.State.Tx.Us/pub/txdot-info/cmd/cserve/standard/traffic/tcp1-1.pdf>

Proposed construction is requested to begin on or after Monday, 05/06/2024 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.
 208 South Akard Rm 1820, Dallas, TX 75202-4206
 (800) 246-8464 / (281) 374-3725 / HOUENG@ATT.COM

Byers Engineering
 13430 NW Freeway Ste 250 Houston TX 77040-6020
 (713) 574-2142 / FTH_PERMITS@BYERS.COM



REQUIRED NOTICES:

- COMMISSIONER PRECINCT #: 2
 COMMISSIONER PRECINCT NAME: ANDY KERR
 COMMISSIONER PRECINCT PHONE: (281) 238-1403
- CONTRACTOR TO CONTACT DESIGNATED JEFFERSON COUNTY PRECINCT OFFICE LISTED 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.
 - WHEN IN A CITY, CONTRACTOR TO CONTACT LOCAL WATER AGENCY AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
 - SIGNED/SEALED AS-BUILT DRAWINGS FOR ALL WORK IN THE JEFFERSON COUNTY ROAD RIGHT OF WAY MUST BE SUBMITTED TO JEFFERSON COUNTY PER CURRENT REGULATION, PRIOR TO REQUESTING THE INSPECTION AND POWER RELEASE.
 - 48 HOUR NOTICE: CONTRACTOR SHALL NOTIFY JEFFERSON COUNTY PRIOR TO COMMENCING CONSTRUCTION AND/OR BACKFILLING ANY UTILITIES.
 - ALL CONSTRUCTION CAN BE COMPLETED IN THE ROW WITHOUT INTERRUPTING THE FLOW OF TRAFFIC.
 - ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNS, SIGNALS, ETC. TO PROVIDE COMPLETED SAFETY TO THE PUBLIC.
 - NO MORE THAN ONE TRENCH OPENED AT ONE TIME THAN 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. NO DIRT NUISANCE TO ROADWAY.
 - DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
 - CONSTRUCTION TO TAKE PLACE DURING 5 DAYS.
 - 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.

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 COMPLETE.
- ALL SURPLUS MATERIAL SHALL BE REMOVED FROM THE RIGHT OF WAY AND THE EXCAVATION FINISHED FLUSH WITH SURROUNDING NATURAL GROUND NO BORE PITS TO BE LEFT UNPROTECTED AREA DISTURBED BY WORK SHALL BE RE-SODDED.
- THE UTILITY OWNER & THE CONTRACTOR ACKNOWLEDGE THAT WHEN ANY WORK IS LOCATED IN THE FLOOD PLAIN, THE CONTRACTOR FOR THE UTILITY OWNER SHALL RESTORE ELEVATIONS TO PRE-CONSTRUCTION LEVELS. ANY EXCESS EXCAVATION FROM THE WORK SHALL BE REMOVED. THE UTILITY OWNER & THE CONTRACTOR ALSO ACKNOWLEDGE THAT JEFFERSON COUNTY'S STATEMENT OF NO OBJECTION DOES NOT REMOVE THE UTILITY OWNERS AND THE CONTRACTORS RESPONSIBILITY TO OBTAIN OTHER FEDERAL, STATE, OR LOCAL AUTHORIZATIONS REQUIRED BY LAW.

TRENCH DETAIL NOTES & SPECIFICATIONS

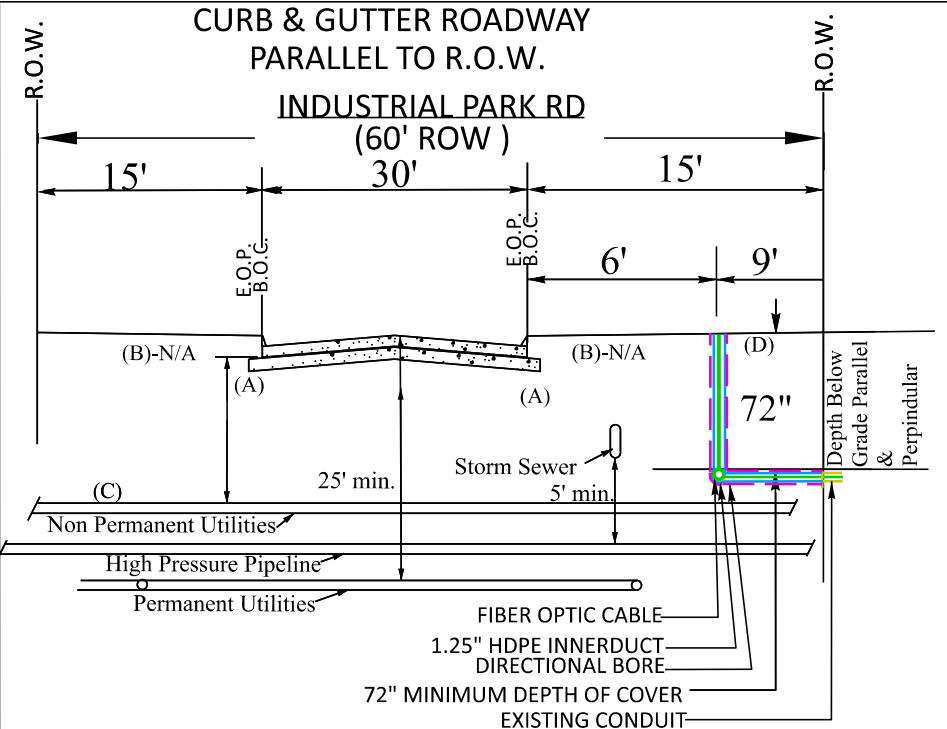
- ALL ROAD CROSSING MUST BE BORED.
- ALL HANDHOLES, SHALL NOT BE PLACED IN DITCH.
- BORE PITS SHALL BE KEPT AT LEAST 6-FT FEET FROM THE ROAD.
- BORED SECTIONS WILL EXTEND A MINIMUM 5-FT BEYOND THE EDGE OF CONCRETE PAVEMENT, OR 10-FT BEYOND EDGE OF PAVEMENT (INCLUDING ALL PUBLIC CROSS STREETS) PLUS ANY ADDITIONAL WIDTH TO CLEAR AN EXISTING SIDEWALK.

CROSS SECTION NOTES & SPECIFICATIONS

- MIN DEPTH TO TOP OF CABLE OR CONDUITS IS TO BE 96" BELOW CROWN OF ROAD WHEN CROSSING ROAD AND 72" BELOW ANY ROADSIDE DITCH, AND 72" PARALLEL & PERPENDICULAR ALONG ROAD.
- CONDUITS SHALL BE 6-FT FEET FROM ROAD.

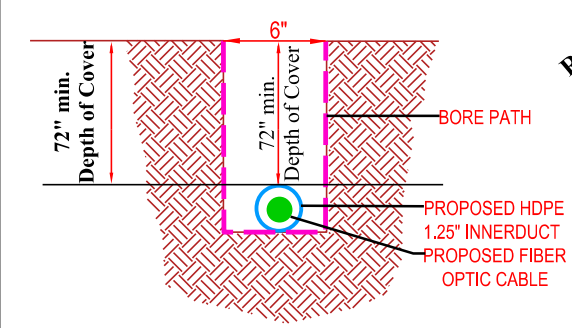
AERIAL PROFILE NOTES & SPECIFICATIONS

- ALL AERIAL LINES SHALL HAVE AT LEAST 18' OF VERTICAL CLEARANCE ABOVE GROUND.



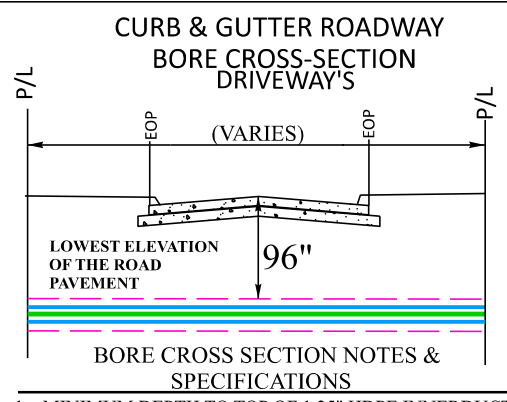
BORE NOTES & SPECIFICATIONS

- PLACE FIBER OPTIC CABLE INSIDE 1.25" HDPE INNERDUCT WITH A 72" MINIMUM DEPTH OF COVER. MINIMUM CLEARANCE REQUIREMENTS, MEASURED FROM EITHER THE HIGHEST POINT CROSSED OR THE LOWEST POINT TO THE TOP OF THE CONDUIT, INCLUDE:
 - (A) A MINIMUM OF 72" BENEATH THE LOWEST ELEVATION OF ROAD PAVEMENT WHEN CROSSING.
 - (B) A MINIMUM OF 72" BELOW THE LOWEST DITCH FLOW LINE ELEVATION WHEN APPLICABLE. (C) AT LEAST 72" BELOW THE LOWEST ELEVATION OF ANY PROPOSED CULVERT OR THE LOWEST ELEVATION OF ANY OTHER PROPOSED IMPROVEMENTS, AND (D) 72" BELOW GRADE. ALL CONDUIT INSTALLATIONS MUST BE STICKILY ADHERE TO THE REQUIREMENTS.
- ALL FIBER OPTIC CABLE, CONDUIT, & FEATURES PLACED, SHALL HAVE AT LEAST 6' HORIZONTAL & AT LEAST 2' VERTICAL CLEARANCE FROM ALL INFRASTRUCTURE, EXISTING PIPELINES & UTILITY LINES.
- CONDUITS SHALL BE 9 FEET R.O.W. (6 FEET FROM (E.O.P. / B.O.C.)



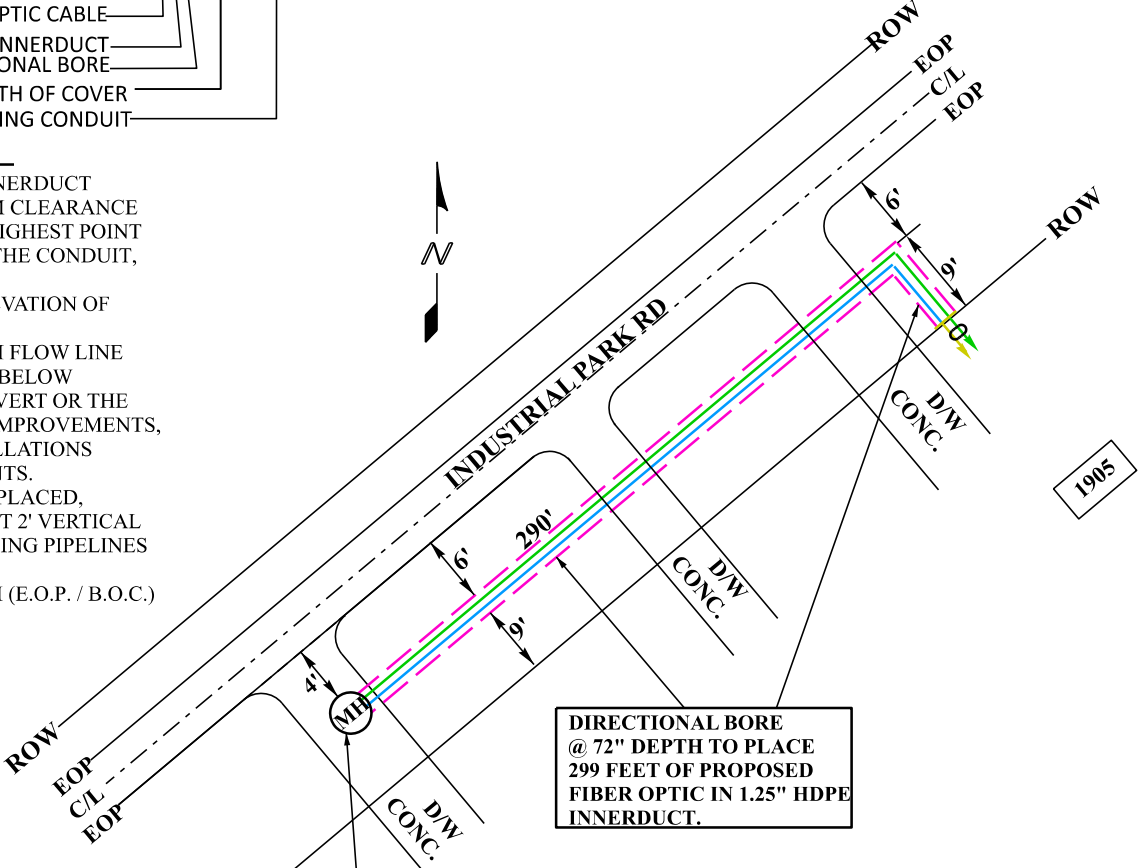
TYPICAL TRENCH DETAIL

- ALL ROAD CROSSING MUST BE BORED.
- ALL HANDHOLES SHALL NOT BE PLACED IN DITCH.
- BORE PITS SHALL BE KEPT AT LEAST 6-FT FROM THE ROAD.
- BORED SECTIONS WILL EXTEND A MINIMUM 5-FT BEYOND EDGE OF CONCRETE PAVEMENT, OR 10-FT BEYOND EDGE OF ASPHALT PAVEMENT (INCLUDING ALL PUBLIC CROSSINGS) PLUS ANY ADDITIONAL WIDTH TO CLEAR AN EXISTING PAVED SURFACE (SIDEWALK, ETC.)



- MINIMUM DEPTH TO TOP OF 1.25" HDPE INNERDUCT CONDUIT SHALL BE AT LEAST 96" BELOW CROWN OF ROAD, AND AT LEAST 72" BELOW CENTERLINE (C/L) OF ROAD SIDE DITCH FLOW LINE.
- ALL FIBER OPTIC CABLE, CONDUIT, & FEATURES PLACED, SHALL HAVE AT LEAST 2' HORIZONTAL & AT LEAST 6' VERTICAL CLEARANCE FROM ALL INFRASTRUCTURE, EXISTING PIPELINES & UTILITY LINES.

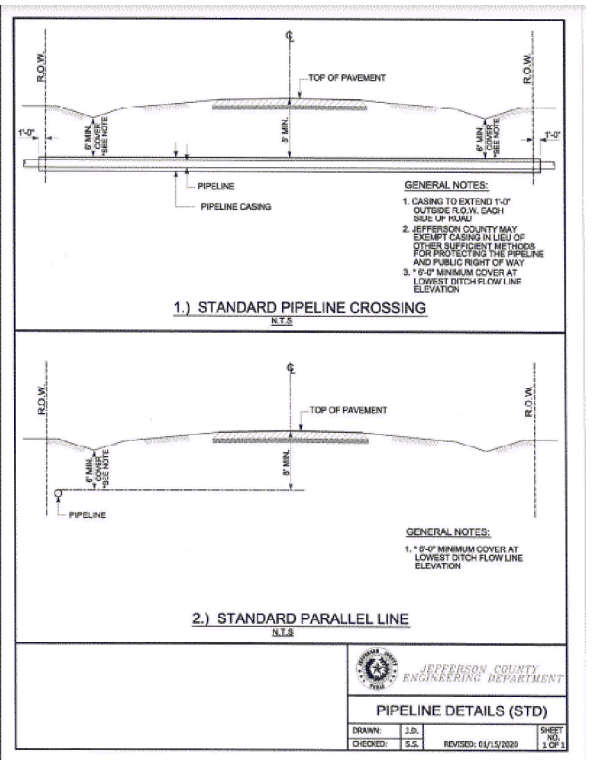
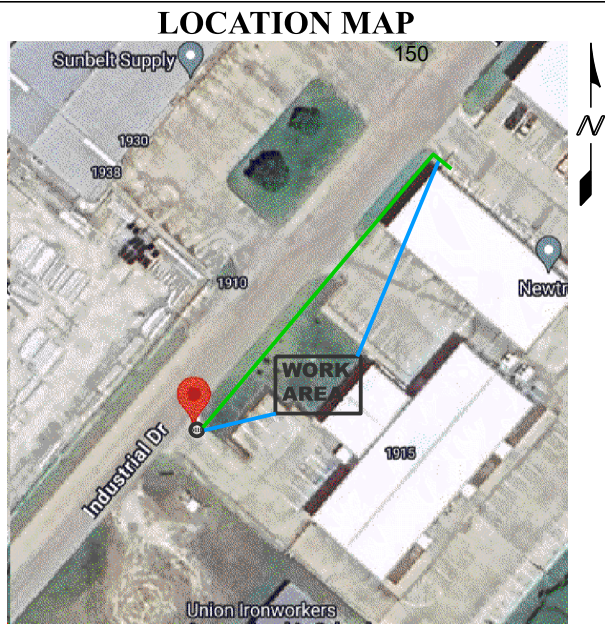
LEGEND	
☒ BORE PATH	— — — —
☒ FIBER OPTIC CABLE	— — — —
☒ PROPOSED CONDUIT.	— — — —
☒ EXISTING MANHOLE	(MH)
☒ EXISTING CONDUIT	— — — —



DIRECTIONAL BORE @ 72" DEPTH TO PLACE 299 FEET OF PROPOSED FIBER OPTIC IN 1.25" HDPE INNERDUCT.

EXISTING MANHOLE (29.999836, -94.027545) 224 FEET NORTHEAST OF CENTRAL BLVD C/L

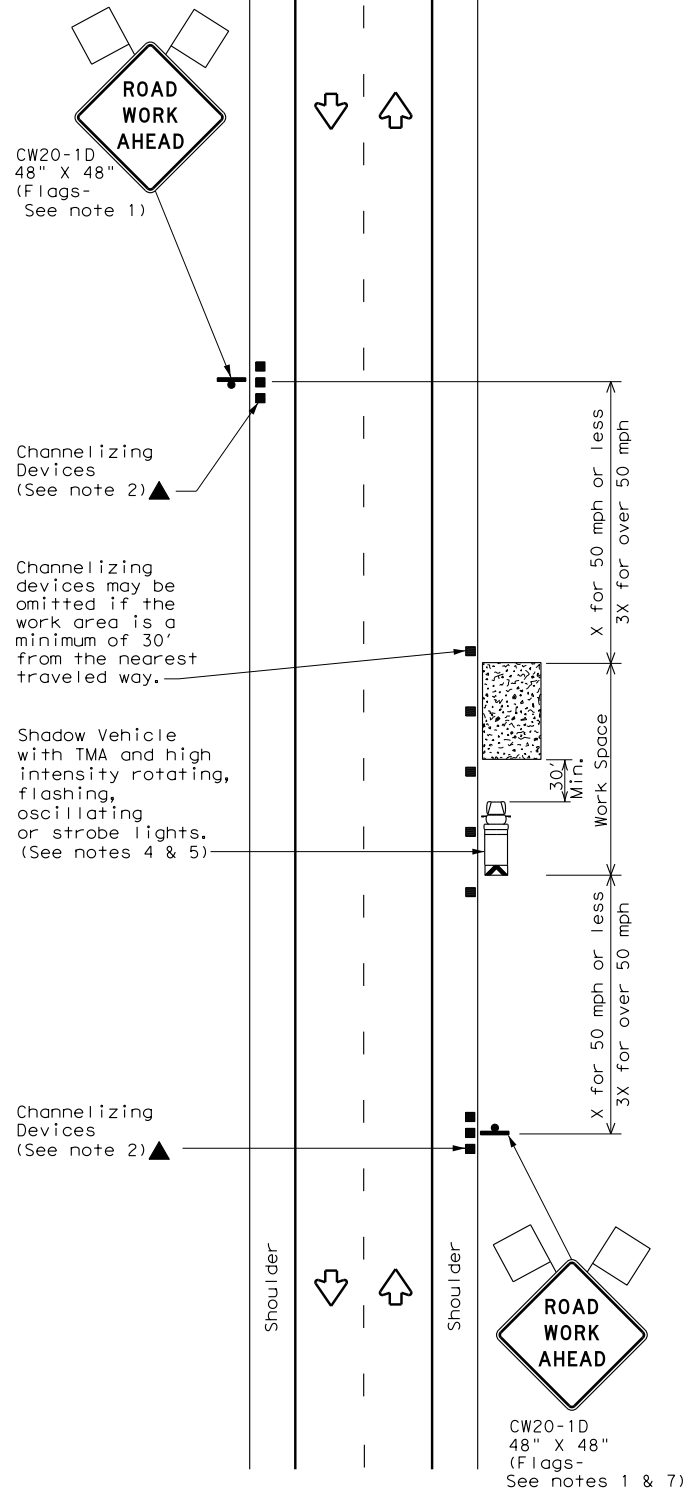
ALL CONSTRUCTION CAN BE COMPLETED IN THE ROW WITHOUT INTERRUPTING THE FLOW OF TRAFFIC. EXPOSE ALL UTILITIES IN AREA BEFORE CROSSING.



REV: 00	REVDATE: 4.23.2024
PROJECT DESIGNATED ADDRESS: 1905 INDUSTRIAL PARK RD NEDERLAND, TX 77627	PROJECT#: A02TFHM NOT TO SCALE
DRAWING NAME: A02TFHM-BYERS-1905 INDUSTRIAL PARK RD	
ENGINEER ID: DR9759	BYERS P.O.C. MICHAEL TONEY
NOTE: APPLICANT'S EXEMPTION FROM PROVIDING ENGINEER'S SEAL TO PROPOSED DRAWINGS & OTHER DOCUMENTS PROJECTS BELOW COST THRESHOLD PER TEXAS BOARD OF PROFESSIONAL ENGINEERS https://pels.texas.gov/downloads/tbpe/diagrammatic.pdf & TELECOMMUNICATION PURPOSES OUTLINED IN OCCUPATIONS CODE TITLE 6. https://statutes.capitol.texas.gov/docs/oc/html/oc.1001.htm	
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742	
DRAWN BY: BETTY PEDEAUX	PRINT: 1 OF 1

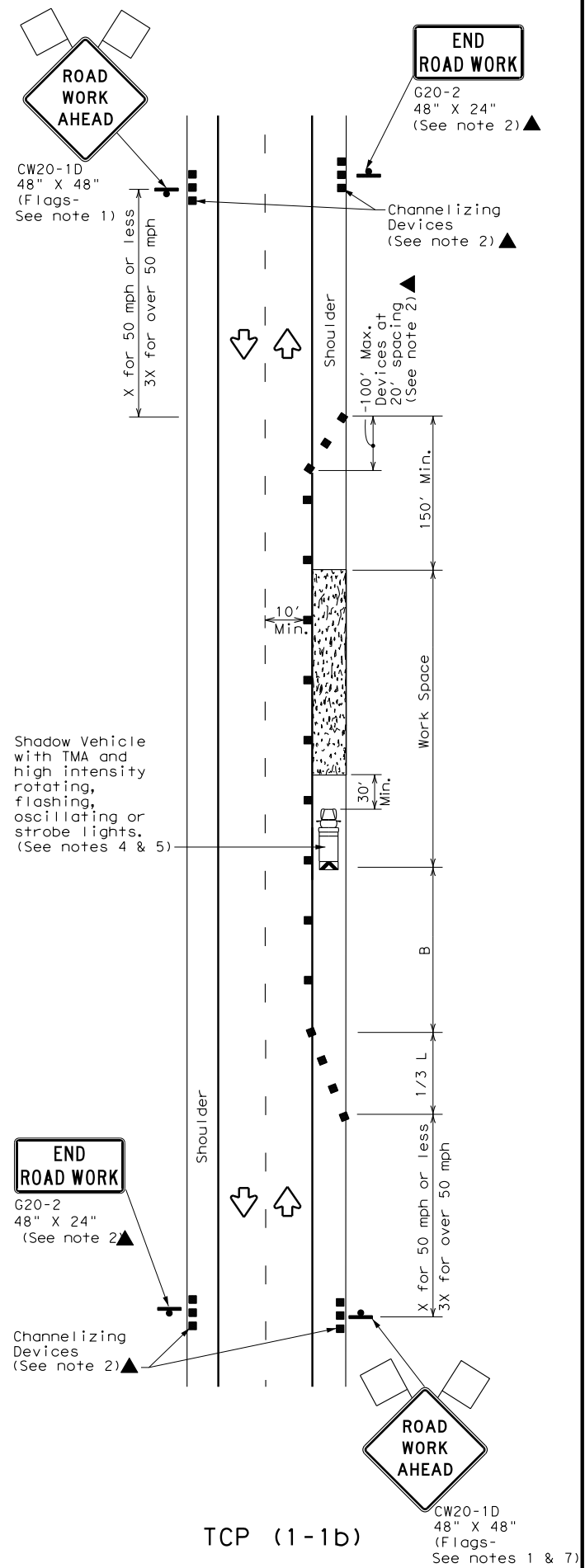
JEFFERSON COUNTY PERMIT

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



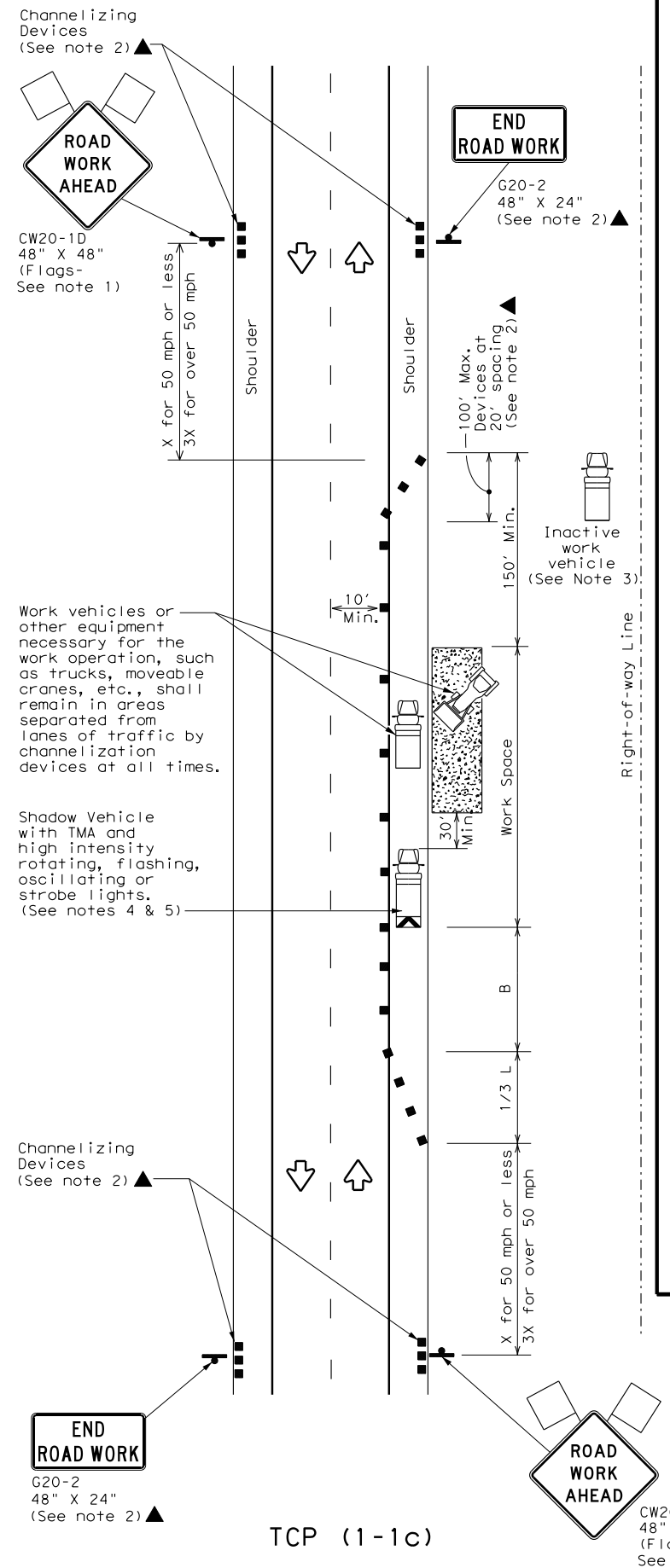
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
 ** Taper lengths have been rounded off.
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

- GENERAL NOTES**
- Flags attached to signs where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
 - See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
 - CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.



TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP (1-1) - 18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-94 4-98				
8-95 2-12				
1-97 2-18				
DIST	COUNTY	SHEET NO.		

DATE:
FILE:

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION

Historic Buildings and Structures

GENERAL PROJECT INFORMATION

Please complete the following. See detailed instructions, How to Complete the Antiquities Permit Application for Historic Buildings and Structures, for additional information.

1. Property Name and Location			
NAME OF STATE ANTIQUITIES LANDMARK Jefferson County Courthouse			
ADDRESS 1149 Pearl Street	CITY Beaumont	COUNTY Jefferson	ZIP CODE 77701

2. Project Name
NAME OR BRIEF DESCRIPTION OF PROJECT WORK addition of two monitors on first floor in Emergency Management offices

3. Applicant (Owner or Controlling Agency)			
OWNER/AGENCY Jefferson County	REPRESENTATIVE Jeff Branick	TITLE County Judge	
ADDRESS 1149 Pearl Street Fourth Floor	CITY Beaumont	STATE TX	ZIP CODE 77701
PHONE 409-835-8466	EMAIL jeff.branick@jeffcotx.us		

4. Architect or Other Project Professional			
NAME/FIRM Jefferson County	REPRESENTATIVE Greg Keller	TITLE Maintenance Director	
ADDRESS 1149 Pearl Street Basement	CITY Beaumont	STATE TX	ZIP CODE 77701
PHONE 409-835-8511	EMAIL greg.keller@jeffcotx.us		

5. Construction Period	
PROJECT START DATE 6/2/2024	PROJECT END DATE 10/31/2024

PERMIT CATEGORY

Please select the category that best describes the proposed work. (Pick one.)

- | | | |
|---|--|--|
| <input type="checkbox"/> Preservation | <input type="checkbox"/> Reconstruction | <input type="checkbox"/> Relocation |
| <input type="checkbox"/> Rehabilitation | <input type="checkbox"/> Architectural Investigation | <input type="checkbox"/> Demolition |
| <input type="checkbox"/> Restoration | <input type="checkbox"/> Hazard Abatement | <input checked="" type="checkbox"/> New Construction |

ATTACHMENTS

For all projects, please attach the following:

- Written description of the proposed project;
- Project documents (plans, specifications, etc.); and
- Photographs of the property showing areas of proposed work.

Application reports may be required based on the project work or at the request of Texas Historical Commission staff. Please indicate if the following are provided with your application:

- | | |
|--|--|
| <input type="checkbox"/> Historic Structure Report | <input type="checkbox"/> Architectural Documentation |
| <input type="checkbox"/> Historical Documentation | <input type="checkbox"/> Archeological Documentation |

Antiquities Permit Application for Historic Buildings and Structures, Continued

PROPERTY NAME: Jefferson County Courthouse COUNTY: Jefferson

CERTIFICATIONS

The applicant and project professional must complete, sign, and date the following certifications. The Texas Historical Commission's Rules of Practice and Procedure and the Secretary of the Interior's Standards for the Treatment of Historic Properties are available through links from the Antiquities Permits page on our website at www.thc.texas.gov/preserve/projects-and-programs/state-antiquities-landmarks/antiquities-permits. Standard permit terms and conditions are listed in the detailed instructions, How to Complete the Antiquities Permit Application for Historic Buildings and Structures. Special conditions may also be included in a permit. Please contact Texas Historical Commission staff with any questions regarding the Rules, our procedures, and permit requirements prior to signing and submitting a permit application.

Applicant's Certification

I, _____, as legal representative of the Applicant, _____, do certify that I have reviewed and approved the plans and specifications for this project. Furthermore, I understand that failure to conduct the project according to the approved contract documents and the terms of this permit may result in cancellation of the permit.



Signature _____ Date 5-7-24

Project Professional's Certification

I, _____, as legal representative of the Firm, _____, do certify that I am familiar with the Texas Historical Commission's Rules of Practice and Procedure and the Secretary of the Interior's Standards for the Treatment of Historic Properties. Furthermore, I understand that submission of a completion report is required for all Historic Buildings and Structures Permits. Furthermore, I understand that failure to conduct the project according to the Rules, Standards, approved contract documents, and the terms of this permit may result in cancellation of the permit.

ATTEST _____ DATE 5-7-24

Signature _____ Date _____

SUBMISSION

Please submit the completed permit application in hard copy with original signatures to the mailing or physical address below, or electronically with scanned signatures to hspemmit@thc.texas.gov. Attachments, including plans and photographs, must be sent to the mailing address below or delivered to 108 West 16th St., Second Floor, Austin, TX 78701.

Texas Historical Commission
Division of Architecture
P.O. Box 12276
Austin, TX 78711-2276
512.463.6094
fax 512.463.6095
architecture@thc.texas.gov



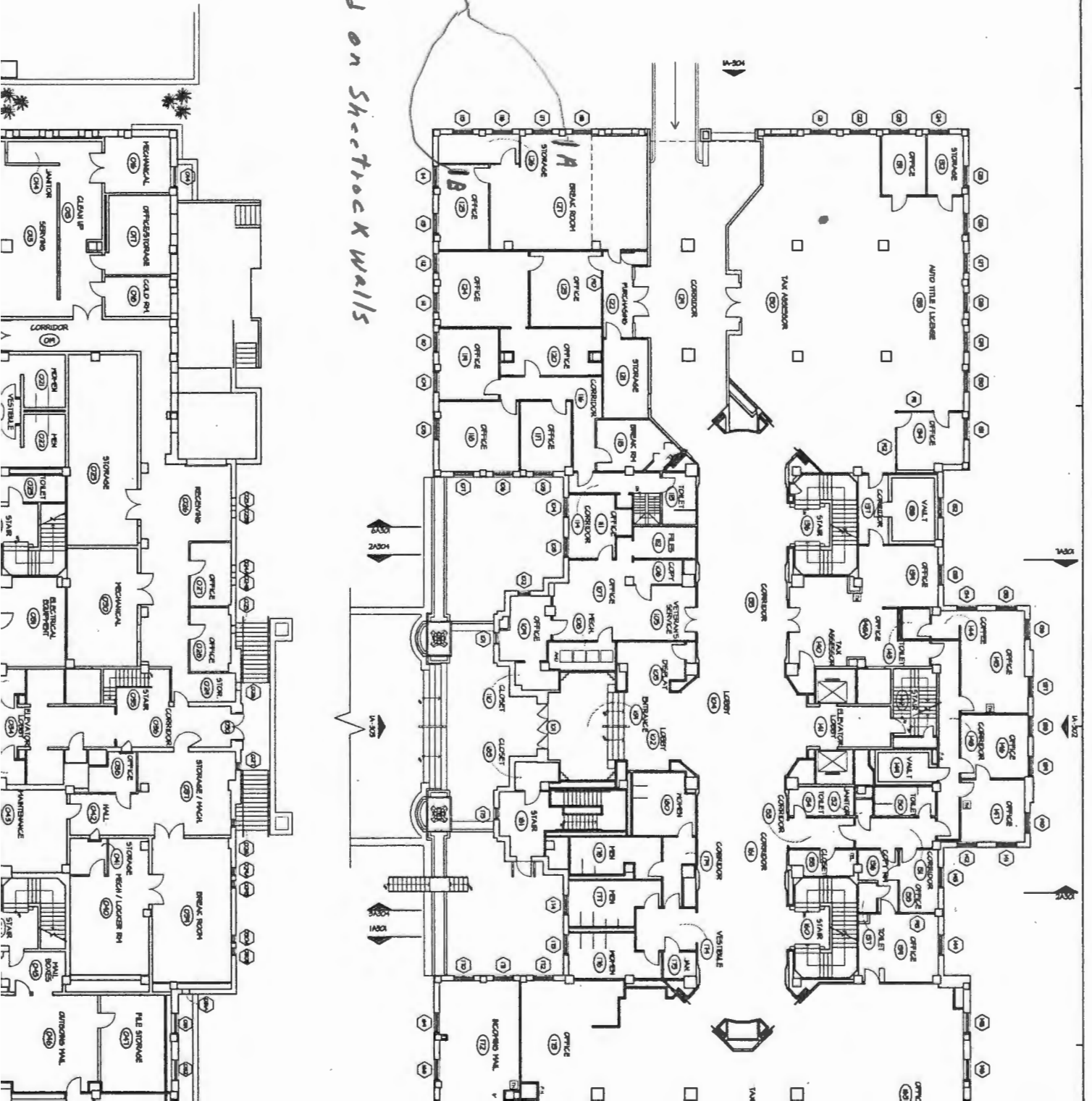
TEXAS HISTORICAL COMMISSION
real places telling real stories

www.thc.texas.gov

Jefferson County Emergency Management Monitor Mounts

Proposed mounts to be placed on two non-public facing walls of the 1931 Jefferson County Courthouse. Mounts will be affixed to plaster walls at an approximate height of 7' and will be installed using the same mounting methods as previously permitted work. This project will allow the Emergency Management department greater capacity in monitoring and communicating with necessary entities during critical times.

Emergency Management
New Monitor Locations
To be mounted on Sheetrock walls





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 7 day of May, 2024, on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Everette Bo Alfred, Commissioner of Precinct No. 4, the following Proclamation was adopted:

MOTORCYCLE SAFETY AND AWARENESS MONTH

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and much more likely to be injured or killed in a crash than other vehicle drivers; and

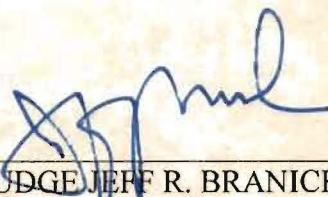
WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and

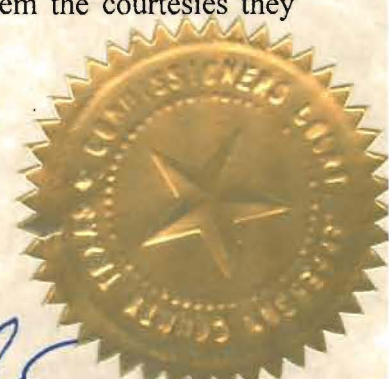
WHEREAS, urging all of our community to become aware of the inherent danger involved in operating a motorcycle and give the operator the respect on the road they deserve.

NOW, THEREFORE, the Commissioners' Court of Jefferson County, Texas, does hereby proclaim the month of May, 2024 as MOTORCYCLE SAFETY AND AWARENESS MONTH in Jefferson County Texas and we urge all citizens to remain aware of motorcyclists and afford them the courtesies they deserve while utilizing our highways.

Signed this 7th day of May, 2024.



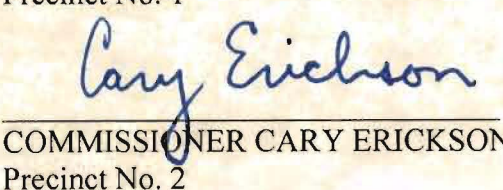
JUDGE JEFF R. BRANICK
County Judge



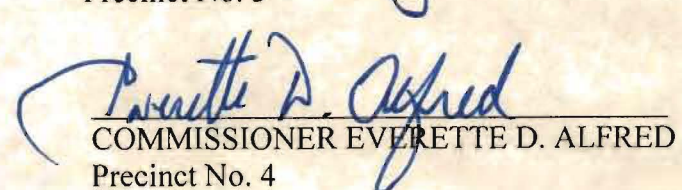

COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4